

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: October 9, 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 September 11, 2018 Minutes** (For possible action)

4. Request to Adopt, Rescind and Amend Rules – Department of Administration – Victims of Crime Program (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.

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 Business and Industry – Division of Industrial Relations – Occupational Safety and Health Administration	1	\$41,505
Department of Business and Industry – Division of Industrial Relations – Safety Consultation and Training – Contingent on IFC Work Program #44613 approval	7	\$159,705
Department of Public Safety – State Fire Marshal's Office - Contingent on IFC Work Program #44588 approval	1	\$36,203
Total	9	\$237,413

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

**A. Department of Health and Human Services –
Division of Health Care Financing and Policy**

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with a former employee, Marta Jensen, to provide administrator duties until a new Administrator is hired. Relates to Contract Agenda Item #15, Contact Number 20995.

B. Department of Transportation (3)

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Brad Durski. HDR Engineering, Inc. has hired Mr. Durski and plans to utilize him to fill an engineering position to use his expertise in performing a constructability review of the bidding documents, specifically a check of the structural elements on the Centennial Bowl project (US-95 NW Phase 3) Agreement.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Matthew Goodson. HDR Engineering, Inc. plans to utilize Mr. Goodson as an office manager in the Full Administration of District II Betterment projects.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former Nevada Highway Patrol employee, Dennis Osborn. Kimley – Horn & Associates, Inc. is proposing to engage Mr. Osborn's expertise in the Nevada Strategic Highway Safety Plan's Impaired Driving Task Force by assisting with developing and implementing effective strategies and action steps towards Nevada's goal of Zero Fatalities.

C. Governor's Finance Office

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

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 Conservation and Natural Resources – Division of Forestry

Pursuant to NRS 353.268, the Division requests an allocation of \$3,000,000 from the Interim Finance Committee General Fund Contingency Account to fund emergency response activities.

B. Department of Public Safety – Office of Traffic Safety

Pursuant to NRS 353.268, the Division requests an allocation of \$72,639 from the Interim Finance Committee Highway Fund Contingency Account to cover the cost of hiring a Program Officer II in support of the initial implementation of reporting requirements for interlocking devices set forth in Senate Bill 259 of the 2017 Legislative Session establishing the Nevada Ignition Interlock Program.

8. Request to Pay a Cash Settlement – Department of Transportation – Administration - \$75,000 (For possible action)

Pursuant to Article 5, Section 21 of the Nevada Constitution, the Department requests settlement approval to fully resolve an inverse condemnation action currently on appeal to the Nevada Supreme Court.

9. Approval of Proposed Leases (For possible action)

10. Approval of Proposed Contracts (For possible action)

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

12. 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 August 21, 2018 through September 17, 2018.

13. Information Item – Reports

Department of Public Safety – Division of Emergency Management

Pursuant to NRS 353.2755, the Division hereby submits notice to the Board of Examiners of Mineral County's intent to request a recommendation by the Board of Examiners to the Interim Finance Committee for approval of grants and/or loans from the Disaster Relief Account to cover a portion of the expenses associated with repairs to public infrastructure necessitated due to flash flooding events that July 21 – 22, 2018.

14. 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).

15. 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>

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MINUTES

Date and Time:

September 11, 2018, 10:00 AM

Location:

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

Video Conference Location:

Grant Sawyer Building
555 East Washington Avenue, Suite 5100
Las Vegas, Nevada 89101

MEMBERS PRESENT:

Governor Brian Sandoval
Attorney General Adam Paul Laxalt – Present in Las Vegas
Paul Nicks, Clerk of the Board
Secretary of State, Barbara Cegavske – Excused

OTHERS PRESENT:

Michelle Morgando, Senior Appeals Officer, Department of Administration,
Hearings and Appeals Division
Rebecca Salazar, Program Manager, Department of Administration,
Victims of Crime Program
Terry Reynolds, Deputy Director, Department of Business and Industry
Ray Fierro, Division Administrator, Department of Business and Industry
Nicole O'Banion, Ombudsman, Attorney General's Office, Domestic Violence
Christion Schonlau, Chief Financial Officer, Attorney General's Office
Valerie Hoffman, Chief IT Manager, Department of Health and Human Services,
Division of Healthcare, Financing & Policy
Jeff Haag, Administrator, Department of Administration, State Purchasing
Julie Kotchevar, Administrator, Department of Health and Human Services, Department of
Public and Behavioral Health

Jim Wright, Director, Department of Public Safety

1. Call to Order / Roll Call

Governor: Good morning ladies and gentlemen, I will call the Board of Examiners meeting to order. Attorney General is present. The Secretary of State is excused.

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

Governor: We'll move on to agenda item number 2, which is Public Comment. Is there any member of the public present in Carson City that would like to make 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?

Attorney General: I see no one, Governor.

Governor: Thank you.

3. Approval of the August 14, 2018 Minutes (For possible action)

Governor: We'll move on to agenda item number 3, Approval of the August 14, 2018 minutes. Mr. Attorney General, have you had an opportunity to review the minutes and are there any changes?

Attorney General: Yes, I have. I move to approve.

Governor: The Attorney General has moved to approve the minutes of the Board from August 14, 2018. I second the motion. That motion passes 2-0.

4. Department of Administration – Victims of Crime Fiscal Year 2018 4th Quarter Report and Fiscal Year 2019 1st Quarter Recommendation (For possible action)

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

The 4th quarter fiscal year 2018 Victims of Crime Program report states all approved claims were resolved totaling \$3,586,508.02 with \$1,923,528.98 paid out of the Victims of Crime Program account and \$1,662,979.04 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$6.9 million to help defray crime victims' medical costs.

Based on these projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 1st quarter of fiscal year 2019.

Governor: We will move on to agenda item number 4, which is a Victims of Crime Fiscal year 2018 4th Quarter Report and Fiscal Year 2018 1st Quarter Recommendation. Mr. Nicks, good morning.

Clerk: Good morning Governor and Members of the Board. Pursuant to NRS 217.260, the Board of Examiners is required to estimate the available revenue and anticipated cost claims for the State Victims of Crime Program. This item includes a report on the claims paid in the 4th quarter of Fiscal Year 2018 and a recommendation to pay Priority 1, 2 and 3 claims at 100% for the 1st quarter of Fiscal Year 2019. When this report was submitted, the Program anticipated having a revenue at the end of the 1st quarter of Fiscal Year 2019 of approximately \$9.3 million, after covering all expenses and a 45-day operating reserve, which is an increase of approximately \$2.0 million from the projected reserve of \$7.3 million at the end of the 4th quarter but is down \$2.4 million from the first quarter of Fiscal Year 2018 reserve projection of \$11.7 million. The decrease is primarily due to the number of claims filed as a result of the mass casualty incident, Route 91 Harvest Music Festival, on October 1st. It appears the program has begun to stabilize since the October 1st incident. Agency representatives still expect to obtain additional federal funding to offset the expenses associated with the October 1st incident. At this time, the \$9.3 million should be a reasonable reserve for the program.

Governor: Thank you, Mr. Nicks. I have no questions. Mr. Attorney General, questions?

Attorney General: I have no questions, Governor.

Governor: The Chair will accept a motion to approve the Victims of Crime Fiscal Year 2018 4th Quarter Report and 2019 1st Quarter Recommendation.

Attorney General: I move to approve.

Governor: The Attorney General has moved to approve. I second the motion. Any question on the motion? That motion passes 2-0.

5. Review and Consideration of Victims of Crime Appeals (2)

(For discussion and possible action)

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

Governor: We will move on to agenda item number 5 which is Review and Consideration of Victims of Crime Appeals. Mr. Nicks, please proceed.

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

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

We have two items for consideration today. They are the review of the record of an Appeals Officer decision of appeals by applicants Saeid Kangarlou and William Hinton. Mr. Kangarlou and Mr. Hinton were notified of the meeting today.

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

Representatives from the Victims of Crime Program are available to answer any questions Board members may have.

Governor: Thank you. I would ask if any representative of the Victims of Crime Program would come to the table please. Is there anyone present?

Attorney General: Our office had been working with the staff and we still haven't received the full record on this appeal. My understanding was, we would get that supplemented in the coming weeks and push this to October and review the full appeal record.

Governor: I read the entire record for both cases. I do have a couple of questions. I'm prepared to proceed. My understanding, at least with Mr. Kangarlou, was he was unable to present any corroborating evidence associated with his medical bills and his former roommate who he had talked to has moved out and that person can't be found. For the benefit of the record and for the benefit of the audience – this is an individual who was on Las Vegas Boulevard the night of October 1st and heard the shots and was in fear for his life and began to run and ran into a pole and injured his shoulder but didn't seek medical assistance and also, didn't file a police report. Some weeks later, he had another incident with regard to his shoulder, at the end of the month. He sought medical attention and was diagnosed with a rotator cuff injury and subsequently, sought assistance from the Victims of Crime Program.

The Victims of Crime Program found that he was not a victim, pursuant to statute, because he was not attending the concert and also found that he hadn't met his burden of proof because he didn't have any corroborating evidence.

With regard to the Victims of Crime individuals – correct me if I'm wrong with regard to the rest, with, at least, a brief resuscitation of the record – my understanding is that at the time of the hearing, those documents or corroborating evidence were requested but not produced and it was my understanding that there weren't going to be any additional documents or evidence produced – that's my first question to Victims of Crime representatives. My second is, with regard to the payment of his medical bills associated with his injuries – did he pay those bills out of pocket or were those paid by Medicaid?

Michelle Morgando: Good morning, Governor. Michelle Morgando, Coordinator, Victims of Crime Program (VOCP). According to the Appeals Officer's last directive, before rendering a decision, he did give Mr. Kangarlou an opportunity to submit additional information. That was not received within the 30 day period and Appeals Officer Lychuk then issued his final decision in the matter, which was appealed. As far as his medical bills, I am unaware of who paid those bills, if in fact they were paid. We did not pay for them.

Governor: No, I understand you didn't pay them, but he went to the emergency room, my recollection is that he went to UMC, so it was likely either not paid or paid, by Medicaid, I would assume, with regard to the costs associated with his injuries. I guess the point I'm making here is, it was a long-winded response with regard to what the Attorney General had to say and I would prefer to hear it today because I don't think it's likely that the record is going to be supplemented between now and next month.

Michelle Morgando: Thank you, Governor.

Governor: Is that accurate? There's been no communication that would indicate that Mr. Kangarlou was going to produce any additional testimony or documentation?

Michelle Morgando: We have not heard anything from him since the decision was rendered, other than through the appeal process.

Governor: Okay. Here's how I'm looking at this, and Mr. Attorney General, if you want to defer this, I can do that but essentially what I've stated is what we have before us and let me tell you where I am on this. I think he was in pretty close proximity to where this happened. I know if I were on Las Vegas Boulevard and I heard shots fired from the top of Mandalay, I would consider myself a victim and be in terror, as he was, and running. I think he fulfills the definition of a victim. With regard to the corroborating evidence, everything that he stated during his testimony, and having read the record of his hearing, it's completely consistent with what he said at the time he sought medical assistance. I would imagine that the burden of proof is by a preponderance of the evidence in this case and I think that I would give him the benefit of the doubt and give him the \$5,149 in this case.

The other issue for me is, essentially, he's not going to benefit from this if the Victims of Crime Program is to pay. It's going to essentially reimburse Medicaid, or reimburse UMC, for the cost of the medical bills in this case. I don't think that Mr. Kangarlou has any incentive to mislead or lie in this case. He, basically, was in terror. The other fact in this case is that he's partially blind in one eye and if he's in the dark and hearing shots and running for his life, I don't think it's out of the realm of possibilities that he would run into a pole and was in a state of shock and did not seek medical assistance at the time.

That's how I view the case. Mr. Attorney General, if you want to wait until next month and consider the case again, I'm happy to do so, to continue it.

Attorney General: Governor, if you're headed that direction, I'm prepared to continue.

Governor: Well, I'm, as I said, I'm prepared to vote, to reverse the decision of the Appeals Officer in this case, based on the record that I just stated. If it's your wish, because there are only two of us, to continue this, then I will accept a motion to continue the case until next month.

Attorney General: No, I'm prepared to support overturning the decision and granting his request, Governor.

Governor: Oh, okay. I should've gone a little bit further. Victims of Crime representatives, do we know how much money is involved in this case, what the medical bills were?

Michelle Morgando: Governor, we do not know. Once we accept the claim, we'll get the medical bills and they'll be sent for any cost analysis and paid accordingly.

Governor: Alright, Mr. Attorney General, if you're willing, will you make the motion please?

Attorney General: I move to overturn the Appeals Officer's ruling and grant the victim's request for assistance from the Victims of Crime Program.

Governor: Thank you, Mr. Attorney General. I'll second the motion. Is there any question or discussion? Again, I'll essentially adopt and incorporate my comments. We haven't supported a reversal in circumstances like this, but this case is different. As I've said, I'm persuaded by his testimony and the consistency of his testimony and the nature of the circumstances when he sustained his injury. All in favor, please say aye. That motion passes 2-0.

Let's move on to the second appeal, please. This is an Appeal for Mr. Hinton. Again, with regard to this case, Mr. Hinton's spouse was the victim of a crime several years ago, 2009 was it?

Michelle Morgando: Yes, 2009.

Governor: Again, our prayers and thoughts are with him. His wife lost her life and there were benefits that were paid at the time. Subsequently, Mr. Hinton has filed a supplemental request to pay for the funeral expenses associated with his wife's passing. The program has denied the claim for those funeral benefits because Mr. Hinton was not able to present any receipts associated with the funeral; and the funeral home where the funeral, the cremation, was conducted, is now out of business, so there's no way for him to obtain the bills or the receipts in order to get reimbursed.

This is another one that I'm struggling with, frankly because I don't think there's any dispute that he likely or more than likely incurred funeral expenses. My question for the VOCP is this, is there an average amount that he could be reimbursed, associated with the cost of the funeral expenses for his deceased wife?

Rebecca Salazar: Our funeral benefit is limited to \$5,000. It's very hard to come up with an average because the arrangements that people make vary so widely. One could have a cremation for \$1,000 or a funeral for \$15,000, so it's difficult to estimate the amount that Mr. Hinton may have spent in 2009.

Governor: Yes, I'll ask for the benefit of your wisdom, Ms. Salazar, do you really question that he had some type of funeral expense.

Rebecca Salazar: No, definitely do not question that. Just, we want to be able to verify all of our expenses. We want to have documentation in order to be responsible and make payments properly. That's the issue.

Governor: I agree with you and this is one of those unique cases where, sometimes we have to think outside-of-the-box a little bit and he just has no ability to obtain the receipts because the funeral home has gone out of business. God forbid that any of us would have to go through this, he obviously was grieving at the time and his wife was the victim of a crime, there's no dispute over that. I just don't think that it's, again, that he's seeking to defraud the State or the Fund by any means. The question for me is, what would be a reasonable amount for him to be reimbursed?

Rebecca Salazar: Mr. Hinton did supply a written estimation of what he thinks he spent so, we do have that in our record. I can't remember how much it was. I'll try to find it here quickly. We decided not to use it because, so many years had passed and we weren't sure how accurate the estimation was.

Governor: As I said, Ms. Salazar, my issue, or the reason why I'm leaning towards benefits in this case is, if he hadn't gone to your program previously and had just shown up and wanted funeral expenses, that would've been one thing, but in this case, it's documented that he's previously received benefits from the program.

Rebecca Salazar: Yes. His written estimation is \$3,436.

Governor: Where about in the record is that?

Rebecca Salazar: It is right after our decision letter dated September 20th.

Governor: Again, for the purposes of the record. This is a handwritten document that is stamped received by VOCP, September 11, 2017. It states: cremation was \$775; storage of body was \$450; autopsy report, \$45; death certificate \$66; transportation of body \$1,800; filing paperwork, basic service, \$175; and obituary filing cost \$125. My question, Ms. Salazar, is, if this were a receipt, a receipt that was presented by Mr. Hinton, would you have paid all of these costs?

Rebecca Salazar: Yes, we would.

Governor: Alright. Finally, there is another issue in this case with regard to reimbursement associated with her earnings. She wasn't employed at the time, to my recollection of the record and she was receiving social security benefits, which are not reimbursable, only employment or salary is reimbursable. I agree with the Appeals Officer with regard to the denial of the claim associated with that. As I've said, I don't have any suggestion in the record that any of this is unreasonable. Again, Mr. Hinton is seeking something that he wouldn't otherwise be entitled to but he has been, essentially, a victim because his wife was taken away from him, as the result of a crime. Secondly, this funeral home is out of business and he's not able to get the reimbursements. I guess my only other question, Ms. Salazar, is, why did he wait the six or seven years to seek the reimbursement?

Rebecca Salazar: We haven't had an answer to that question.

Governor: Well, why don't we do this and I guess I'd like the benefit of the Attorney General's comments on this – I would like to know the answer to that question, as to why he waited this long that would help me. Again, I'm more inclined to grant the benefits in this case. That's an important answer that I would like to know.

Attorney General: Governor, I would say that I'm prepared to make a motion to partially overturn the ruling, in respect to simply the funeral reimbursement and grant the appeal on that, if that's something you would like to do today and if you'd like to extend a month until we get that question answered, I'm fine with that as well.

Governor: Thank you, Mr. Attorney General. That answer may be a distinction without a difference. The bottom line is, he was more than likely, again, in my mind, more than a preponderance of the evidence, out-of-pocket, with regard to the expenses. If you would, Mr. Attorney General, if you're willing to make a motion, if you would make that motion in the sum of \$3,436 and consistent with the handwritten receipt that he had prepared that is part of the record.

Rebecca Salazar: I'm sorry, may I interrupt?

Attorney General: Yes.

Rebecca Salazar: There were a few issues here: the funeral payment; the lost wages; the survivor benefits; and the relocation, which we haven't discussed yet and I just wanted to make sure we covered all bases.

Governor: Ms. Salazar, thank you. With regard to the relocation, I agree with the decision of the Appeals Officer in that the relocation expenses are always associated with a victim who may be victimized again because of a threat from another individual. In this case, those facts don't exist. This was simply a relocation for him as a result of the tragic loss of his wife. Yes, I would uphold the decision of the Appeals Officer in that regard as well.

Attorney General: I move to reverse the initial ruling on, specifically, the funeral home expenses and seek to grant the appeal for \$3,346. I would affirm the other two areas that were requested by the applicant, not seek to overturn those.

Governor: Attorney General has made the motion. I second the motion. Any questions or discussion? I hear none. That motion passes 2-0.

Thank you, Ms. Salazar. You guys do a fabulous job, these were just different cases for me, thank you.

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural Resources – Division of State Parks	1	\$1,817
Department of Administration – Fleet Services Division	8	\$261,438
Total	9	\$263,255

Governor: Mr. Nicks, let's move on to agenda item number 6, Request to Purchase State Vehicles.

Clerk: There are two requests for nine vehicles in this agenda item. The first request is from the Department of Conservation and Natural Resources, Division of State Parks to purchase one new vehicle. The vehicle being purchased is being excessed by the Department of Public Safety.

The second request is from Fleet Services to procure eight vehicles to provide to agencies under the lease purchase program. The request includes: six utility interceptors; one sedan; and one pickup. These vehicles were included in the agencies' legislatively approved budgets. Representatives from the departments are available to answer any questions the Board may have.

Governor: Thank you, Mr. Nicks. I have no questions. Mr. Attorney General, any questions on agenda item number 6?

Attorney General: I have no questions. I move to approve agenda item number 6, request to purchase state vehicles.

Governor: The Attorney General has moved to approve the request to purchase State vehicles as presented in agenda item number 6. I second the motion. Any question on the motion? That motion passes 2-0.

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

A. Department of Corrections (5)

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Pamela Bellinger, a current Correctional Officer 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 Ty Halverson, 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 Greg Ingham, a current Correctional Officer 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 Russell Lyons, a current Correctional Caseworker 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 David Tolotti, 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.

B. Secretary of State

Pursuant to NRS 333.705, subsection 1, the Secretary of State requests authority to contract with a former employee, Tracy Gillespie, through Manpower Temporary Services, Master Service Agreement #18404. Ms. Gillespie will be working from October 14, 2018 through June 30, 2019 on a part-time, as-needed basis.

C. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Reid Kaiser. HDR Engineering, Inc. plans to utilize Mr. Kaiser's expertise to assist in preparing final design plans and traffic analysis for the Centennial Bowl (US-95 NW Phase 3) Agreement. Mr. Kaiser will be compensated for working eight hours per month from September 11, 2018 through June 30, 2019.

Governor: Agenda item number 7, Authorization to Contract with a Current and/or Former State Employee; Department of Corrections, Secretary of State and Department of Transportation. Mr. Nicks.

Clerk: Item 7 includes three requests to contract with current and/or former employees pursuant to NRS 333.705(1).

The first request is from the Department of Corrections, to contract with five current employees to deliver packages to inmates through September 2019. The deliveries will occur off-hours.

The second request is from the Secretary of State's Office, to contract with a former employee through Manpower Temporary Services, on a part-time/as-needed basis, to assist in testing of the Uniform Commercial Code functionality in the new eSOS system. The employee retired in July of 2018.

The third request is from the Department of Transportation, to allow contracted vendors to use a former employee on projects awarded to the vendor. This request is for a Principle to prepare final design and traffic analysis documents for the Centennial Bowl project. The employee retired in June of 2018.

Representatives from the Departments are available to answer any questions the Board may have.

Governor: I have none. Mr. Attorney General, any questions with regard to agenda item number 7?

Attorney General: I have no questions. I move to approve agenda item number 7.

Governor: Attorney General has moved to approve the authorizations to contract with a current and/or former State employee as presented in agenda item number 7. I second the motion. Any questions? That motion passes 2-0.

8. Request for a Recommendation of Approval to the Interim Finance Committee for an Allocation Amount from the Contingency Account
(For possible action)

Department of Conservation and Natural Resources Division of Water Resources – FY2019

Pursuant to NRS 532.230 (4), the Division requests an allocation of \$250,000 from the Interim Finance Committee General Fund Contingency Account to fund channel clearance activities in Fiscal Year 2019.

Governor: Let's move on to agenda item number 8, Request for a Recommendation for a Recommendation of Approval to the IFC for an Allocation Amount from the Contingency Account. Mr. Nicks.

Clerk: Item 8 has one request for a positive recommendation to the Interim Finance Committee pursuant to NRS 353.268 for an allocation from the General Fund Contingency Account. The Contingency Account has an approximate balance of \$9.4 million to cover unanticipated costs for the remainder of the 2017-2019 biennium. The request is from the Department of Conservation and Natural Resources, Division of Water Resources in the amount of \$250,000 to fund channel clearance activities in Fiscal Year 2019. Representatives from the Department are available to answer any questions the Board may have.

Governor: Thank you, Mr. Nicks. I have no questions. Mr. Attorney General, any questions with regard to agenda item number 8?

Attorney General: I have no questions. I move to approve agenda item number 8.

Governor: Thank you. The Attorney General has moved to approve the request for recommendation approval to the IFC for an allocation amount from the contingency account in the sum of \$250,000. I second the motion. Any questions or discussion. That motion passes 2-0.

9. 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 Administration		
1371	Administrative Services	\$2,108	
	Total	\$2,108	

Governor: On to agenda item number 9, Request for the Allocation and Disbursement of Funds for Salary Adjustments. Mr. Nicks.

Clerk: Sections 4, 5, 6 and 7 of AB 517 and Sections 2, 3, 4 and 5 of SB 368 from the 2017 Legislative Session appropriated Salary Adjustment funds to the Board of Examiners to cover the 3% cost-of-living adjustments effective July 1, 2017, which were not included in agency salary budgets.

An agency whose actual salaries exceed their budgeted amount, due to the COLAs, is allowed to request salary adjustment dollars from the Board of Examiners. This item requests access to those funds by the Department of Administration, Administrative Services Division in the amount of \$2,108. Representatives from the Department are available to answer any questions Members may have.

Governor: Thank you, Mr. Nicks. I have no questions. Mr. Attorney General, any questions?

Attorney General: I move to approve agenda item number 9.

Governor: Thank you. 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 9. I second the motion. Any questions on the motion? That motion passes 2-0.

10. Approval of Proposed Leases (For possible action)

Governor: We're on agenda item number 10, Approval of Proposed Leases. Mr. Nicks.

Clerk: There are ten leases in agenda item 10 for approval by the Board this morning. Members have requested additional information on lease agenda item number 1 between the Department of Business and Industry, Division of Industrial Relations and The Trust for Methodists Development of the First United Methodist Church of Carson City for the property located at 400 West King Street in Carson City.

Governor: Thank you. Is there someone from B&I here? Mr. Reynolds, good morning. Mr. Attorney General, did you ask for this one to be held out?

Attorney General: No, Governor.

Governor: There was one question. The question was this, was the 3% increase each year, that seems a little steep but I'm sure there's an explanation for that.

Terry Reynolds: Thank you, Governor. Terry Reynolds, Deputy Director with the Department of Business and Industry. To my left is Mr. Ray Fierro. Ray is the new Division Administrator for the Department of Industrial Relations (DIR), we're welcoming him today, his first day.

Governor: Congratulations.

Terry Reynolds: The lease amount does increase by 3%. The average over five years is \$1.44. It is really less than what the market rate is which runs between \$1.60 and \$2.00, in that range. We felt it was reasonable. Yes, I would agree with you that it is kind of a steep increase per year but if you look at it in the context of the overall, our leases within the area, it is probably in the neighborhood of about \$0.20 less than what we pay per square foot.

Governor: Thank you. I think for purposes of the record, we wanted to establish that it is less than the market rate. Mr. Fierro, anything you want to add?

Ray Fierro: The only thing I want to add is, I appreciate that I got the position as Administrator for DIR. I agree with Mr. Reynolds on the rent.

Governor: Thank you, Mr. Fierro, I just wanted to get you into the minutes and now you're in there. I have no further questions with regard to this lease or any other items on agenda item number 10. Mr. Attorney General, any questions?

Attorney General: No questions. I move to approve agenda item number 10, approval of all proposed leases.

Governor: Attorney General has moved to approve the leases presented in agenda item number 10. I second the motion, any questions on the motion? That motion passes 2-0.

Terry Reynolds: Thank you, Mr. Governor.

Governor: Thank you very much and good luck Ray.

11. Approval of Proposed Contracts (For possible action)

Governor: Agenda item number 11, Approval of Proposed Contracts, Mr. Nicks.

Clerk: There are 33 contracts in agenda item 11 for approval by the Board this morning. Members have requested additional information on the following: Contract #3, between the Attorney General's Office, Victims of Domestic Violence and the City of Las Vegas, Department of Public Safety; Contract #4, between the Attorney General's Office, Victims of Domestic Violence and the City of Henderson, Police Department; Contract #13, between the Department of Health and Human Services, Health Care Financing and Policy Administration and HEALTHIE Nevada; Contract #14, between the Department of Health and Human Services, Public and Behavioral Health and National Jewish Health; Contract #26, between the Department of Public Safety, Central Repository for Nevada Records of Criminal History and Western Identification Network, Inc.; and Contract #32, between the Department of Motor Vehicles, Verification of Insurance and Datamatrix, Inc.

Governor: Thank you, Mr. Nicks. We'll go to agenda items 3 and 4 – the Attorney General's Office. Good morning, if you would give a description of what's included within these contracts for 3 and 4.

Nicole O'Banion: Thank you. Good morning, Governor and Members of the Board. I'm Nicole O'Banion, the Ombudsman for Domestic Violence at the Attorney General's Office. I have Christian Schonlau here, who is our Chief Financial Officer, if you have any financial questions on the item.

The contracts before you today provides revenue to the Attorney General's Office, to pay for a portion of VINE, our Victim Information Notification Everyday system. VINE helps protect Nevada citizens from further victimization by notifying them of offender custody status changes, changes in location, transitioning to parole or exiting the system. These notifications are provided via text, email or phone, based on the victim's wishes. The services are available both in English and Spanish.

In July 2017, the Office of the Attorney General took the initiative to be the first State to launch the enhanced VINE version. This enhancement to the program added links to regional service providers to help with crisis management, shelter, food, basic needs, counseling and legal assistance for victims of domestic violence and sexual assault. With this enhancement, all victims of crime have greater access to resources, even while the offender may not be under supervision. Per NRS 178.4715, a victim may request an administrator or the administrator's designee, to notify them of an offender's discharge, conditional release or escape from the custody of the administrator. Through these contracts, the VINE system has been implemented so that this notification process is an automated process, removing this task from the individual jurisdictions and creating a more expedient method of notifications.

What this means for victims of domestic violence is they have timely knowledge, giving them back a bit of control in their lives for managing their personal safety and it relieves the stress and frustration of navigating inner-agency bureaucracies to learn about their offender's status. For those whose offenders are not in custody, it gives them quick and easy access to critical services they may need.

The Attorney General's Office continues to advocate this service to the public, organizations and agencies to ensure victims of crime have resources available to protect them from violent criminals throughout the State. We are happy to answer any questions you may have about this item.

Governor: Thank you. Fabulous program and congratulations. Just a couple of questions. How does it work? If I'm signed up, I get a text with regard to this information or electronic communication or phone, is there an individual who contacts you as well?

Nicole O'Banion: What's really great, if they happen to be a victim of crime and do a police report, they are immediately connected with the system, the Victim Advocate, located in those agencies. That's part of their process, to immediately get that person registered with VINE and then they choose how they want to get the notifications. If they aren't filing a police report, that's why we're constantly advocating the awareness of the program to the general public, more and more people, the searches and the registrations are going up exponentially, constantly, as the program gets more out to the general public.

People can go either go online, through the website or it's even been turned into a mobile applications (apps). So now, it's really easy and accessible. It's a very benign looking app, so it doesn't stand out, that's for the safety of the victims, so it can kind of blend in with the rest of their apps. There's an escape button on it so that if they are in a situation where they're not safe anymore, they can just hit escape and there's no trace of them ever being on that app on their phone.

Governor: That's really, really great. Do you have any idea of how many individuals are enrolled in the VINE program?

Nicole O'Banion: I believe it was 833,000 registrations.

Governor: 833,000 victims?

Nicole O'Banion: Well, it can be family members and we've had prosecutors register, if they feel a little iffy about a case they tried. So, it really is accessible to anyone who feels that it would benefit them to be able to track someone.

Governor: I just want to make it clear, that is great but it makes me sad too, that there are that many people that have to sign up for that.

Nicole O'Banion: Right.

Governor: But again, congratulations and just a great way to be in the 21st century with regard to notification.

Nicole O'Banion: Right.

Governor: Also, making sure people, and particularly victims of violence and domestic violence, are protected.

Nicole O'Banion: Absolutely.

Governor: Mr. Attorney General, any questions or comments on these two contracts?

Attorney General: Thank you, Governor. I just have one question. If you don't mind just giving us an idea of how effective it's been over the last few years and how it's working? I know you travel the state extensively, so just you're on-the-ground perspective of how this program has been working across the State.

Nicole O'Banion: Yes, I know it's been absolutely critical, not only for the victims but for the jurisdictions also. It really helps us, as a state, make sure that people don't fall through the cracks. When the jurisdictions are overburdened with as many cases as they get, it is difficult to constantly stay on top of every single case and to make sure that the victims are getting notifications every time there's a change in the offender's status. This has really relieved that burden on the State and has allowed us to meet the Victims' Bill of Rights.

Attorney General: Thank you. I would love to take the opportunity to compliment Ms. O'Banion. We've obviously had several great domestic violence ombudsman's for the State over the last many years but you've been an absolute tour de force and taken on more things at one time than any of your predecessors. Thank you so much for all that great work.

Nicole O'Banion: Thank you, Attorney General.

Attorney General: Governor, I have no further questions.

Governor: Thank you. Again, I appreciate what you do.

Nicole O'Banion: Definitely, thank you.

Governor: Next item is Contract #13 between DHHS and Healthie Nevada. Good morning.

Valerie Hoffman: Good morning. Valerie Hoffman, Chief IT Manager. The goal of the contract is to procure services to promote the meaningful use of authorized and secured sharing of electronic data, health and clinical data between healthcare providers, community health centers, hospitals, labs, imaging centers, emergency management services and public health systems and registries. The project utilizes health information technology for economic and clinical health, the high-tech apt grant funds which provide 90% federal matched state funding.

The scope of the contract will provide secured data exchange connections between Healthie Nevada and at least 10 of our underserved facilities, rural hospitals, acute care centers or skilled nursing facilities; as well as, connect several of our public health, electronic health records systems and the Division of Public and Behavioral Health's immunization registration.

Bottom line, what this does is. . .

Governor: Yes, I was going to ask you, how does it work in the real world?

Valerie Hoffman: Here's the bottom line for you. It's going to go a long way to help provide a mechanism so that patients don't have to go to their separate providers, gather paper records and carry them around with them. It will go a long way, hopefully to reduce the amount of tests and images that they need to do because the providers will have that information, right there, at the time to make that decision. I've lived through this, so I'm very passionate about this opportunity.

Governor: That's why I wanted to get to that part, how it works in the real world and how it's going to benefit individuals, so that they can spend more time getting better versus being frustrated in going to different providers and maybe a provider not having all the records that it needs in order to provide the service.

Valerie Hoffman: Yes, as I've said, I've lived through this and it can be a decision of life and death between people at some points.

Governor: Wow, and do you have an example of that?

Valerie Hoffman: Yes, my oldest son had to have a liver transplant a few years ago. He went from being relatively healthy, it's a childhood disease, which we knew, eventually, would end up having only one option for treatment. He made a quick jump and we needed to head over the hill to Stanford in a few days. Within a day, I had to run around to multiple providers, hospitals, gathering records. With one hospital, there were so many images, they couldn't even get it in electronic format. They handed me a stack of x-rays I could barely carry. We made it down to Stanford and they couldn't even read the x-rays. Long story short, when you get to that point of needing a liver transplant, it comes down to who is the best fit and what's the best information they have when they're making that decision of who will get it. They kept asking me over and over about the different treatments that he had had, the x-rays, the results of those. They were missing that one piece. But he did get his liver transplant. He's almost four years out, October will be four years. He is thriving.

He is a very successful IT engineer working in Reno and providing great things for the community.

Governor: Thank you. It wasn't my intent to draw out a personal story but that took a lot of courage to tell that story and thank God that it's worked out the way it has. The point I was making is, now, someone else will be able to get all those documents and get it transferred electronically and again, so a parent can focus on a son or a daughter, or a loved one, or what have you. I had called this out just because of its importance and what it means to individuals. Thank you very much.

Valerie Hoffman: Thank you. Thank you for allowing me to share the story.

Governor: Yes, again, I appreciate that. Mr. Attorney General, any questions on Contract #13?

Attorney General: No, Governor.

Governor: Thank you very much.

Valerie Hoffman: Thank you.

Governor: The next contract is Contract #14. Jeff, if you would come up. I asked for this to be held. We did receive, 'we' being each Member, received a copy of this email. There's an individual who had sent in an email with regard to this contract and it asked for a statement to be read into the record. I would imagine that you all have seen this but for the benefit of the record, I'm going to read it in:

My name is Leslie Schwalbe and I'm with Optum, a health services company dedicated to improving the health system for everyone. We were recently made aware of the State Purchasing Department's request and recommendation to grant a four-year extension to National Jewish Health (Contract #20643) for tobacco cessation services. We have read the contract summary provided on the Board's website and respectfully request that the Board deny the request to extend the contract or provide additional funding to National Jewish Health. Instead, we ask the Board to require the State Purchasing Department to competitively procure a vendor through a Request for Proposal for the Nevada Tobacco Quit Line services so that the citizens of Nevada can be assured that they are receiving the most up-to-date and value-driven solutions to help prevent disease and early death from tobacco use.

Again, that's sincerely Leslie Schwalbe. I'm not sure how you pronounce that, but I wanted to give Purchasing an opportunity to respond and perhaps give us a little more background on this contract.

Jeff Haag: Thank you Governor, for the opportunity and Mr. Attorney General. I think it's important to acknowledge that we have a guideline in the State Administrative Manual that says, we like contracts with a four-year term. It is a guideline and we have the ability to extend beyond that four-year term based on what we define as legitimate business

decisions that are in the best interest of the State. I'll let the agency speak to the business benefits in more detail but it was clear when the contract extension came to our office in State Purchasing, that the last four years of this relationship had been very successful. This vendor had demonstrated a lot of knowledge in this area. They had learned a lot about the State's needs, as it relates to this and there was significant benefit to the State by continuing this contract for an additional four years, to allow us to build on what had been established in the first four years. That's why we granted the contract extension.

I'll allow Julie to go into more detail about the benefit to the agency in continuing that.

Governor: Mr. Haag, before you do and I'm not sure which one of you can answer this but there's a reference, the citizens of Nevada can be assured that they are receiving the most up-to-date and value-driven solutions. That is an implication that we aren't receiving that right now. I suppose, if you could talk a little bit about the performance, if there have been any issues and if you feel like we are receiving the most up-to-date and value-driven solutions associated with this vendor.

Julie Kotchevar: Good morning, Dr. Julie Kotchevar, Administrator of Public and Behavioral Health. We participate in a 14-state collaboration of 14 states and the Centers for Disease Control and Prevention (CDC) and we actually combine funding for development dollars, so that the State doesn't bear the full cost of system development. Along with our other 14-state partners, we do believe that we're getting a really good value for what we're providing.

For example, they did a mobile-device-friendly website, our share was only \$10,000, which would not have been the expense, but since it was shared.. We have also been partnering with all of our provider network to create a referral system. For example, UMC contributed \$60,000 to pay for their portion of the referral network. Those are not transferrable to another provider, so all of that expense that ranged from \$9,000 to \$60,000, for all of our providers to connect, would not transfer to another provider. They would have to reinvest that money to go to another provider. That would be a detriment to our provider network, this network that we've created over the last four years, to reduce smoking and to increase tobacco cessation. This collaboration strengthens our grant applications, which, we receive a lot of federal funding for public health and that was a concern as well.

We do feel that this provider is doing a very good job and the providers have been very happy so far. They also, as part of our sustainability plan, after the expansion of Medicaid, this became a reimbursable service, so this provider has become impaneled with all the managed care organizations, which isn't always the easiest thing to do. That also would have to start all over again. So, we did feel like this four-year extension was allowing us to get our money's worth out of what we invested in the first four years.

Governor: Thank you. You've answered any questions I could've had. Mr. Attorney General, any questions on this contract?

Attorney General: Yes, I have a few questions. So, this 14-state collaboration, are you saying they are all using National Jewish Health as a vendor?

Julie Kotchevar: That's correct.

Attorney General: Where are we as far as where they are today? If this contract were not approved today, for example, does it lapse tomorrow? Does it lapse next year? Would you mind telling me that?

Julie Kotchevar: It lapses September 30th of this year.

Attorney General: Okay. Is extending it for a year an option?

Julie Kotchevar: Yes, that would be an option.

Attorney General: Governor, I'd obviously have to kick this back over to you, to see if you have the same sentiment. I guess I would like to see if an analysis could be done. I know this letter came at the last second and you guys put up a good defense of why you initially went forward with the National Jewish Health, but I'd like there to be some time to see if there is a vendor or an opportunity that could provide better service and perhaps that vendor is able to absorb start-up costs, some of the things that you mentioned. I don't want to rock the boat too much here but I'd be inclined to support a one-year extension to make sure this thing doesn't in any way stop, but to at least give the Department a chance to, I assume you didn't proactively go evaluate whether or not there was another vendor that could provide this service at lower or better, not only lower costs but more efficiency – maybe you can answer that question. If that didn't proactively happen, I'd love for there to be an opportunity to at least explore it. You may land exactly where you are today, which is, no one can compete, for the reasons you listed.

Julie Kotchevar: We did look at other vendors. Part of the selling point is this collaboration we have with the CDC and the initial contract did come as the result of a Request for Proposal (RFP). This is just an extension of something we did bid out.

Governor: The question is this, it's been four years since you did that RFP. Is there any reason, or have you had any derogatory comments with regard to the service? Is there any indication that we aren't getting the best value, 'we' being the State of Nevada?

Julie Kotchevar: No, we have not had any negative feedback from either providers or program staff.

Governor: What do you know about Optum?

Julie Kotchevar: I'm more familiar with them as a pharmacy benefit manager. I'm not in the tobacco cessation area, so I don't know what product they specifically offer related to tobacco cessation, other than the actual medication, as a result of cessation efforts. I'm not aware of them operating any quit-line area.

Governor: Well, Mr. Attorney General, again, there are only two of us, so, I'm willing to support your motion for a year. I'd just assume approve it for the four because I haven't heard any testimony that would indicate that the current vendor is not doing a good job. In

fact, it sounds like they're doing a good job and we're getting the benefit of the value of a multi-state relationship. Again, to keep all things equal and keep things moving, I will support a motion to do this for a year. This isn't extraordinary for us to be continuing a contract, this agenda is full of them. Again, I would be willing, just to make sure, to ensure that the service continues, if you want to do it for a year, I'll support that motion.

Attorney General: My general concern is just that there are so many technological advancements in the healthcare industry today. I know as a State, separate from healthcare, we've tried the new technology route in a number of different areas and sometimes, four years is a long time, I guess is what I'm saying. There could be something out there that's newer or more exciting that's emerging, that could compete. I have no reason to think that National Jewish Health is not doing a good job, I know that's confirmed. If it's okay with you Governor, I do like the idea of at least the Department having some flexibility in the coming year, just to pursue whether there is a new technology. If we land in nine months, this is the best one, great, we'll extend it out. Is that all right with you, Governor?

Governor: I suppose. I mean, it just is speculative, we don't know if there is another technology out there and that's not to say that National Jewish Health isn't using the best technology that's available. As I said, this is kind of dancing on the head of a pin. If you want to extend it for a year, I'm happy to support that motion, I would say, I would prefer that we do it for the four as requested, but to keep it moving, I'll support a motion for the one.

Attorney General: Okay. I just have one follow-up.

Governor: Okay.

Attorney General: To the best of your knowledge, is this quit-line, that the 14-state collaboration is using, is that the best available technology in the country today?

Julie Kotchevar: I don't know that I could answer that at this moment because I don't know that I've done a full survey of every single quit-line available. I know that the 14-partner states and the CDC, including Nevada, have been happy with the service that we've been getting and have felt like, the improvements that they have made, including a behavioral health protocol, of which our share was only \$40,000 of the total cost, where we're really working on smoking cessation in behavioral health. We feel like that's been a good value and we certainly have gotten our money's worth. As far as being able to testify on the record that there is no other technology that could do it better, I don't know that I could say that.

Attorney General: Okay. Governor, I would prefer we stuck with one year, just to be able to answer that question, if that's okay with you.

Governor: Mr. Haag, did you have something you wanted to add?

Jeff Haag: Thank you, Governor. Thank you, Attorney General for the comments and recommendation on this, I certainly appreciate the concerns. I think my concern about a one-year extension would be just the disruption to the business needs and the participants of this program and the business needs of the agency. I absolutely agree with the Attorney General's comments of doing our due diligence, understanding what the latest and greatest technology is available out there and to ensure that we're leveraging that here at the State. It's my opinion that we could do both. If it was the pleasure of the Board, approve the four-year extension and State Purchasing can continue to support the agency in doing an industry forum, to understand not only what Optum, but potentially others that responded initially in the RFP, or that may have come to surface over the last four years and just take a temperature of what's going on in the space and what technology is available and who the players are. Optum is a new player that's been identified today, at this meeting, that did not participate four years ago and I think we can engage with them very thoughtfully, do a very purposeful assessment on what we may be missing, or what we're not missing. The contract provides us the latitude to make course corrections along the way if we need to.

Governor: Let's explore that just a little bit. Mr. Haag, when you say, we can make course corrections, does that mean that we can seek an amendment if there was a newer technology that was identified?

Jeff Haag: So, there's the ability to seek an amendment with the current provider. There's also the ability to shorten the initial four-year term of the contract if we feel that we need to go back out to bid because we're missing something substantially. I don't sense that we are, but clearly, Optum is a new player in this space, that has not come forward to State Purchasing, or the agency, to try to address these needs, or to educate us as a State on how they could be benefiting this program.

So, to allow the Division and this program to continue over the four-years, I think is prudent, while still allowing us the time to do a brush-up on this space, given the four-year lapse and understanding who the players may be and what technology is available.

Governor: One more question because you said something important to me. I haven't reviewed the contract but essentially, there's a reopener that we could reopen the contract if there was another technology that wasn't being used by the vendor that we wanted?

Jeff Haag: Not necessarily a reopening, we would have to look at terminating the contract and recompeting it.

Governor: What are the grounds, what are the terms for terminating a contract?

Jeff Haag: There are four different termination clauses in our standard form contract. We would have to do an assessment of which of those were most appropriate here. Again, I think that would come with the business decision, the assessment that we would make as to whether or not the State's needs are being met, based on this current contract.

Governor: Okay. Let's visit hypothetical land for a while – if it were a four-year contract that were approved today, we're nine months in, a year in, and Optum's right, there's better technology out there and the current vendor can't access that or it isn't available, would we be able to terminate the contract?

Jeff Haag: If a determination was made that the State's needs weren't being met as a result of technology that was available, I think that is an argument that we would want to pursue.

Governor: Okay. Mr. Attorney General, any other questions or comments?

Attorney General: No, Governor.

Governor: So, do you still want to go with a one-year?

Attorney General: I'm okay with supporting the agency's plan of approving the four-year as long as they're willing to just do what they said, take a look if there are other alternatives.

Governor: Right. Well, let's do this. We'll approve it as written and if you could prepare a memo and do some research in the next month or so and then direct it to the attention of the Members of the Board that would be great. Reach out to Ms. Schwalbe and see what it is that Optum might have that the current vendor does not.

Julie Kotchevar: We would be happy to do that.

Governor: Does that satisfy you, Mr. Attorney General?

Attorney General: Yes, Governor. Thank you.

Governor: Thank you. Thank you very much. The next contract is Contract #26, DPS and Western Identification Network. Director Wright, good morning.

Director Wright: Good morning Governor and Attorney General. For the record, Jim Wright, Director of Department of Public Safety. With me today is Ms. Tammy Trio, with our Records, Communications and Compliance Division, regarding the contract.

Governor: Good morning, Ms. Trio, do you want to take us through it and what it does, please?

Tammy Trio: Good morning, for the record, Tammy Trio, I'm the ASO with Records, Communication and Compliance. This contract is to extend our agreement with Western Identification Network, we call them WIN. This is a 501(c) (3) non-profit organization. It's made up of eight western states and those states build a—they have a Board, that is defined of all those states. All of the Members of the Board are from those states.

WIN, from those eight states, they are administrators or management of our ABIS system which is the Automated Biometric Information System. It's where all of our fingerprints, when we run fingerprints, they go through the system. WIN is our management group for the system with NEC AM, it's NEC of America. They are the company that WIN contracts with to do all of the IT stuff. WIN is just our management group, NEC America is the company that has all of the IT information that houses the information. We are asking for a contract extension and it does probably look a little bit long for WIN. Those eight states that we have all collaborate with the funding for WIN who then pushes all of the funding to NEC to pay for the system.

The reason why we need to go out, in order to have Evergreen lifelong sustainability of this system, we want to keep third-party software components, Evergreen and provide additional biometric identification functionality in line with the FBI's next generation identification or NGI and provide active disaster recovery capabilities.

NEC, when they went out to RFP, WIN went out to RFP, NEC stated that, in order for us to be ABIS, which is the Automated Biometric instead of AFIS, Automated Fingerprint Information System—we're getting better—they needed to get new equipment and they needed to make sure those third-party contracts were in place, so we had to go out farther with our contract.

Governor: Okay, that's a lot.

Tammy Trio: I'm ready for some questions if you have questions on specifics.

Governor: I had asked for this contract to be held out because it's a 10-year contract.

Tammy Trio: Yes.

Governor: And, you know, I'm pretty certain I know the answers but I just want to ask them anyway, you've talked about why it has to be 10 years. You spoke of Evergreen which provides me some comfort that as time moves on, that the system will stay up with any type of technological improvements and will be as contemporary as possible, is that all accurate?

Tammy Trio: Yes, and if I can add, for the record, that the WIN and the Board of Directors, they did go out and hired a contractor, MTG Management, to actually do a cost benefit analysis and it was more prudent for us to continue this than to go out and everyone individually, each of those states individually get their own system; it's a lot more expensive. We have numbers that are—you know it's about \$8 million to \$15 million per state to do that individually instead of combine. Having it combine gives us access to all those western states fingerprints, the information. So, we have a bigger networking group and easy access, it helps with public safety and our officers on the streets.

Governor: Well said.

Tammy Trio: Thank you.

Governor: I wanted to ask Director Wright to say a few things, but before I go to Director Wright, Mr. Attorney General, did you have any questions for Ms. Trio?

Attorney General: No Governor, thank you.

Governor: Okay. Director Wright, is there anything you wanted to add? I suppose what I'm looking for from you is, just how we're doing with regard to the entire system.

Director Wright: Thank you, Governor. For the record, Jim Wright, Department of Public Safety. You know this is an ever-changing dynamic system. We are in the process of upgrading our NCJIS system. We're going through the budget processes for that. This is one critical element to that system. Again, the identification of folks is very vital for us and the jobs that we do. As the improvements come out, the system gets better, the work that we can do gets better on the identification side of things. We certainly appreciate your support on this and we strive to have the best criminal justice system that we can here in the state, because it's truly important to all of us and specifically to public safety and who we serve.

Governor: Thank you, Director Wright. I really appreciate your testimony. Mr. Attorney General, any questions on Contract 26?

Attorney General: No Governor, thank you.

Governor: Thank you very much. Final is, Contract 32 between DMV and Datamatx. Good morning.

Sean McDonald: Good morning Governor, Mr. Attorney General. For the record, Sean McDonald, Administrator for the Central Services and Records Division. To begin with, this contract handles quite a few mailings. We're somewhere in the neighborhood of between 635,000-640,000 pieces per year.

A little bit of background. The US Postal Service postage and certified fees account for roughly 86% of the total cost encumbered in this contract. If you look at that respectively, somewhere between \$1.3 million to \$1.4 million annually. Certified mailings are requirements set forth in statute. Because the action is taking some sort of an action. Those actions encompass the areas of vehicle insurance, driver licensing and revenue recovery.

A well performing vendor who is efficient and timely, Datamatx, was on boarded by the DMV in October of 2014. This, of course, is the first amendment to the original contract, adding an additional six years. This contract will cover a total period of 10 years, ending September 30, 2024.

Each of these mailings is tied to a time element pursuant to a statutory requirement. A digital copy of each mailing is retained by Datamatx as a matter of legal record. State Mail Services have told the Department they are unable to perform the duties as required and this is outlined in the Contract Summary, Question #8. We receive a volume discounted

rate, as mailings are performed in mass through Datamatx, via the USPS Clearinghouse. Of course, card stock and/or paper used, ink black and white versus color, envelope size and type, quantity of pages produced, they all factor as well, of course, for the materials cost. And of course, following the demographer's growth rate, we anticipate a 1.4 growth each year, over the next four years.

I think it's important to note that, we have over 300 different letters, different styles of letters, notifications, postcards, certified, regular, that are processed through the Datamatx account. We've spent, of course, the first couple of year's fine tuning the process. They worked with us very well. Basically, we've got a really good running system now. They're very easy to work with. They're very sensitive to our needs. When we contact them, they're quick to respond. The relationship has been strong and it's working. As a result, that's why we're looking for the extension that we have.

Governor: Thank you, Mr. McDonald, you were listening very well with the other contracts that were here because it seems like that's a theme today with regard to these extensions, particularly the ones associated with important technology and the performance of the vendor. You said this is a well performing vendor that is using state-of-the-art equipment, state-of-the-art technology. Are you confident that they will continue to do so? I imagine that there aren't a lot of other vendors in this space. Are you confident that they will continue to use the best technology available and does the contract allow you to demand that?

Sean McDonald: It does. And, I am very confident with their performance. To answer your first question, yes, there are very few that can handle this kind of volume and the variety and the multitude of different mailings that we have. It's one thing to do bulk mailings, but it's another to do it in so many different ways. Then on top of it, because of the volumes that they do with other contracts, they're able to put us in there as well. So, we recognize a little bit of a savings on the postage side of it. Again, even though it's 86% of that \$9 million, we're able to realize benefits from the mass volumes.

Governor: Thank you very much. Mr. Attorney General, any questions on this contract?

Attorney General: No, Governor. Thanks.

Governor: Thank you very much.

Sean McDonald: Thank you.

Governor: All right. That completes the list of contracts that I had to be held out, Mr. Attorney General, any other questions on any other contract?

Attorney General: No, Governor, I move to approve agenda item number 11.

Governor: The Attorney General has moved to approve contracts 1-33 as presented in agenda item number 11. I second the motion. Any questions on the motion? I hear none. That motion passes 2-0.

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

Governor: Let's move on to approval of proposed MSAs, Mr. Nicks.

Clerk: There are 281 Master Service Agreements in agenda item 12 for approval by the Board this morning. Most of these agreements replace existing provider agreements as explained at the June BOE meeting. No additional information has been requested by any of the members.

Governor: Thank you, Mr. Nicks. I have no questions. We have a whole binder full of agreements. I can't say that I looked at all of them, but I looked at the representative ones and very well done. So, if there are no further questions, the Chair will accept a motion to approve the MSAs as presented in agenda item number 12.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval. I second the motion. Any questions on the motion? I hear none. That motion passes 2-0.

13. 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 July 24, 2018 through August 20, 2018.

Governor: On to agenda item 13, Clerk of the Board Contracts. Mr. Nicks.

Clerk: There were 35 contracts under the \$50,000 threshold approved by the Clerk between July 24, 2018 and August 20, 2018. This item is informational only, and no additional information has been requested by any of the members.

Governor: I have no questions. Mr. Attorney General, any questions on agenda item number 13?

Attorney General: I have no questions. Thank you, Governor.

Governor: Thank you.

14. Information Item – Reports

A. Statewide Quarterly Overtime Report – Fiscal Year 2018 4th Quarter

Pursuant to NRS 284.180, the Department of Administration, Division of Human Resource Management must prepare and submit quarterly to the Budget Division of the Office of Finance a report regarding all overtime worked by employees of the Executive Department during the quarter. The Budget Division shall transmit quarterly to the Board of Examiners the report and the analysis of the Budget Division regarding the report. The Budget Division submits the 4th Quarter Overtime Report and analysis for Fiscal Year 2018.

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

Pursuant to NRS 321.5954, the Division is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the 4th quarter of Fiscal Year 2018.

C. Department of Motor Vehicles – Complete Streets Uses

Per the Governor's request during the November 2015 BOE meeting, a letter was sent to Clark, Washoe and Douglas counties and Carson City Consolidated Municipality requesting reports on how the Complete Streets Program funds are being utilized. This report is for funds received through June 2018.

D. Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.1825, Subsection 2, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning April 1, 2018 and ending June 30, 2018.

Governor: Agenda item 14, Reports. Mr. Nicks.

Clerk: There are four information reports under this agenda item.

The first report is on overtime and accrued compensatory leave for the fourth quarter of Fiscal Year 2018. My staff summarized the report into a two page summary, so I will not read the details but will hit a couple of highlights. For Fiscal Year 2018, overtime pay and comp leave accounted for a total of approximately \$46.27 million, or 4.5% of total pay, a 1.2% decrease from fiscal year 2017.

The Department of Health and Human Services (DHHS) had the highest amount of overtime and comp time at \$2.42 million or 3.12% of their base pay for the 4th quarter, followed by the Department of Public Safety at \$2.13 million or 8.98% of base pay. Those two agencies accounted for 52.9% of the overtime for the quarter.

For Fiscal Year 2018, the Department of Corrections has incurred \$14.4 million in overtime and comp time or 9.24% of base pay while DHHS has incurred \$11.03 million of overtime and comp time or 3.79% of base pay. Those two agencies account for 55% of the overtime and comp time for Fiscal Year 2018.

At the Department of Corrections, overtime and comp time at the seven locations on Page 2 accounted for 71.9% of the total overtime for the Department.

By event code, the highest four causes on Page 2 accounted for 72.8% of the overtime at the Department of Corrections for 4th quarter Fiscal Year 2018. At the Department of Health and Human Services, the four event codes on the bottom of Page 2 accounted for 68.7% of their overtime. Looking at the 1st quarter of 2019 for these two departments, and through 5 of 7 pay periods for the quarter, the Department of Corrections has incurred \$1.75 million in overtime and comp time, while DHHS has incurred \$1.88 million.

Governor: Thank you. But at least with regard to Corrections, it's a great improvement. I know we have representatives from the Department of Corrections here, so I wanted to make sure that was noted. I know that overtime is somewhat inevitable, but it's a dramatic improvement over what was occurring before. Thank you very much for that. All right, Mr. Attorney General, any questions with regard to agenda item number 14?

Attorney General: No Governor, thank you.

Governor: We'll move on to agenda item 15. Oh, three more, whoops! I got in a little bit of a hurry. Why don't you go with those, sorry, Mr. Nicks. Please proceed.

Clerk: The second is an informational report regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act Program as well as a quarterly report on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program which are required pursuant to NRS 321.5954 and Chapter 355, Statutes of Nevada, 1993 respectively.

This report is for the quarter ending June 30, 2018. There was one transaction under the Tahoe Basin Act consisting of a 0.46 acre donation in Incline Village that will be managed as open space. There were six transactions under the Lake Tahoe Mitigation Program resulting in a sale of 3,832 square feet of land coverage resulting in proceeds of \$81,431 for the Nevada Land Bank.

The third report describes the uses of the Complete Streets funds by the four recipient counties as requested by the Board at the November 2015 meeting.

The fourth report is from the Department of Motor Vehicles on the voluntary contributions collected by County pursuant to NRS 482.480, the Complete Streets Program, for the period from April 1, 2018 to June 30, 2018. During the quarter ending June 30, the Department collected \$89,642 compared to \$80,033 in the same period last year and \$87,815 collected last quarter. For the year, the Department collected \$336,129, a 2.3% increase from the prior year. Of the amount collected, approximately 78.07% was from Clark County, 16.02% was from Washoe County, just over 3% was from Carson City and just under 3% was from Douglas County who started participating in late Fiscal Year 2016. After deducting 1% to administer the collection and distribution of contributions, the Department distributed \$332,768 to the four counties for Fiscal Year 2018 compared to \$325,283 in fiscal year 2017. Approximately 13.9% of those registering a vehicle during the fiscal year contributed to the Complete Streets Program ranging from 10.38% in Douglas County to 15.01% in Clark County. This is a decrease from the 14.3% who contributed in Fiscal Year 2017.

Governor: Thank you, Mr. Nicks. Any questions, Mr. Attorney General?

Attorney General: No, Governor. Thank you.

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: All right, we'll move to Public Comment. Before I ask for public comment from Carson City, I just wanted to remind everybody that today is the anniversary of 9/11, the 17th Anniversary. It's also Patriot's Day and a National Day of Service, so respectfully ask if someone would take a private moment, perhaps now, and think about the victims of 9/11 and provide some thanks for our first responders, law enforcement, fire fighters, medical providers, everyone else who is associated, our military, with keeping us safe. [moment of silence] Thank you very much. All right, any public comment from Carson City? I hear and see none. Any public comment from Las Vegas?

Attorney General: None here, Governor.

Governor: All right, thank you.

16. Adjournment (For possible action)

Governor: Is there a motion to adjourn, Mr. Attorney General?

Attorney General: Move to adjourn.

Governor: Attorney General has moved to adjourn, I second the motion see and hear no further discussion. That motion passes 2-0. Thank you ladies and gentlemen, this meeting is adjourned.

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
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September 10, 2018

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

From: Catherine Brekken, 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 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: _____
ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Victims of Crime Program

voc.nv.gov

Northern Nevada:
1050 E. William St. Ste. 400
Carson City, Nevada 89701
(775) 687-8428 | Fax (775) 687-8411

Southern Nevada:
2200 S. Rancho Dr. Ste. 210-A
Las Vegas, Nevada 89102
(702) 486-2740 | Fax (702) 486-2825

To: Paul Nicks, Clerk, Board of Examiners

From: Michelle Morgando, Coordinator, Victims of Crime Program

Date: September 10, 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, 40)
- Adding definitions for the previously approved crime types of Burglary and Arson (pages 34, 35)
- 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 41, 42)
- Adding a time limit for replacement of eyeglasses damaged during the crime. (page 50)

- Replacing the requirement for the program to pay 75% of the billed amount for ambulance, with payment at “usual and customary” rates. (page 50)
- Clarifying the daily limit for work interruption payments and a time limit for requesting lost wage payments. (pages 51, 52)
- Clarification of relocation policy details. (pages 54, 55)
- Setting limits for discretionary, COBRA/Insurance Premium, and home health care payments. (pages 56, 57)
- Clarifying claim closure after a subrogation settlement occurs. (page 65)
- Adding a policy concerning employees texting and driving, as required by federal grant special conditions. (page 82)

Policies

Nevada Victims of Crime Program

Nevada State Board of Examiners

Nevada Victims of Crime Program Policies

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Adopted August 9, 2016

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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 Department of Administration (Department) and the Nevada State Board of Examiners (Board) orders all money for payment of compensation.

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 follows:

1. An act or omission committed within this state which, if committed by an adult, is forbidden by law and punishable upon conviction by death, imprisonment, fine or other penal discipline; or
2. An act of international terrorism as defined in 18 U.S.C. § 2331(1) against a person.

C. NRS 217.102 provides for assistance to Nevada residents injured by crimes outside Nevada. This section provides:

1. A resident who is a victim of a crime that occurred in a state other than the State of Nevada may apply to the Director for compensation if:

(a). The state in which the crime occurred does not have a program for compensating victims of crime for their injuries; or

.(b) The resident is ineligible to receive compensation under the program of the other state.

2. A victim of a crime that occurred in this State who is not a resident of this State may apply to the Director for compensation in the same manner as a resident of this State.

Section Two. VOCP Policies

1. General

- A. NRS 217.130 empowers the Director of the Department, with the approval of the Board to adopt rules and regulations prescribing the procedures to be following in the filing of applications and proceedings under the VOCP. NRS 217.150 requires the Director of the Department, with the approval of the Board to formulate standards for the uniform payment of compensation to victims of crime.
- B. When approved by the Board these policies are the rules and procedures of the Nevada VOCP 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 the VOCP. 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 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 ensuring 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 and Coordinator provide oversight and guidance to the Compensation Officers, and is responsible for monitoring adherence to these policies.

3. Effective Date of Changes

Nevada Victims of Crime Program Policies

- 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 Director of the Department with the approval of the Board.
- 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 Director of the Department, with the approval of the Board, or these policies, any increase or decrease in claim limits or 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

- A. 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. The VOCP will

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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 Director of the Department, with the approval of the Board, 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.

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- 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, only when appeal rights are provided with the decision, or as otherwise required by these policies or law.
- F. The Board is the final appeal in all VOCP matters. Decisions of the Board are final and cannot be appealed to the District Court, Court of Appeals, 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 issued by the VOCP regarding reimbursement payments made to the victim, applicant or their dependents.

10. Service of Documents at Last Known Address Sufficient

- A. It is the responsibility of the applicant to notify the VOCP of any change of address. Any notice or determination or other correspondence mailed to the applicant at the address on file with the VOCP is deemed received by the applicant no later than 3 days after the date mailed by the VOCP.
- B. If service of documents or receipt by the applicant of any VOCP document is an issue on appeal the applicant will have the burden of establishing lack of notice or delivery.

10. Conflicts

- A. Employees, contractors, and vendors of the VOCP will avoid all conflicts or appearances of conflicts in matters relating to VOCP business or its affairs.

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- B. Employees, contractors, and vendors will not handle documents or files, make or influence decisions of family members, friends, or associates.
- C. Employees, contractors, and vendors will disclose to the VOCP coordinator any conflicts involving applicants or claims of family members, friends, or associates to the VOCP coordinator.

11. Confidentiality

- A. NRS 217.105 provides that all victim information maintained by the VOCP is confidential and will not be made public unless otherwise provided pursuant to NRS 217.105.
- 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, and 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 Department of Administration, the Governor's Finance Office, the 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 when a matter is appealed.
- F. Confidential information may become public as a consequence of an appeal to the Board, 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 Director of the Department, with approval of the Board, to formulate standards for determining the amount "of any compensation payable" to an approved applicant. This section states:

"With the approval of the Board, the Director 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 and sections 10 and 11 of this act.

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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 section shall not to be construed to mean 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 (2) requires the Department to estimate the VOCP's revenue and anticipated expenses on a quarterly basis. This section states, in pertinent part:

"The Department shall prepare and submit quarterly to the Board, for its approval, estimates of:

- (a) The revenue in the Fund which is available for the payment of compensation; and*
- (b) The anticipated expenses for the next quarter.*

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- 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.

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- 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.

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- 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.

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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 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

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answering investigators questions truthfully and making reasonable efforts to assist in identifying the offender. NRS 217.220(1) provides:

Compensation must not be awarded if the victim:

(e) 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(4) 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:

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- 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, 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 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.

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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, 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.

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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. NRS 217.210(1) 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 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 1 year deadline, when applications are submitted beyond one year after the date of the 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.

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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. 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 of an award if the compensation officer determines that the applicant will not suffer financial hardship. 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

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- 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 medical information 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.

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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(2) 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:

2.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."

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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.

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- 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.

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- 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: 1) With malice aforethought, either express or implied; 2) Caused by a controlled substance which was sold, given, traded or otherwise made available to a person in violation of chapter 453 of NRS; or 3) Caused by a violation of NRS 453.3325."*

2. Assault and Battery: NRS 200.471; NRS 200.481

- A. Assault is defined under NRS 200.471 as *"1) Unlawfully attempting to use physical force against another person; or 2) Intentionally placing another person in reasonable apprehension of immediate bodily harm."*

Adopted August 9, 2016

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- 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 484C.110

- A. NRS 484C.110 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 484E.010; NRS 484.111

- A. A Hit & Run crime occurs when someone violates the requirements of NRS 484E.030, 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

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forthwith return to and in every event shall remain at the scene of the accident until he has fulfilled the requirements of NRS 484E.030.

B. A Pedestrian is defined under NRS 484A.165, 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

C. Sexual Assault is defined under NRS 200.366, which states:

1. A person is guilty of sexual assault if he or she:

- a) 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 or her conduct; or*
- b) Commits a sexual penetration upon a child under the age of 14 years or causes a child under the age of 14 years to make a sexual penetration on himself or herself or another, or on a beast.*

D. NRS 200.373, which governs sexual assault of spouse by spouse, 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, any other 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.*

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- (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, Neglect, or Endangerment; Sexual Assault of a Minor: 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(2), which states:

2. "Abuse" means willful:

- (a) Infliction of pain, injury or mental anguish on an older person or a vulnerable person;*
- (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;*

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(c) Infliction of psychological or emotional anguish, pain or distress on an older person or a vulnerable person through any act, including, without limitation:

- 1) Threatening, controlling or socially isolating the older person or vulnerable person;*
- 2) Disregarding the needs of the older person or vulnerable person, or;*
- 3) Harming, damaging or destroying any property of the older person or vulnerable person, including, without limitation, pets;*

(d) Nonconsensual sexual contact with an older person or a vulnerable person, including, without limitation:

- 1) An act that the older person or vulnerable person is unable to understand or to which the older person or vulnerable person is unable to communicate his or her objection; or*
- 2) Intentionally touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh or buttocks of the older person or vulnerable person; or*

(e) Permitting any of the acts described in paragraphs (a) to (d), inclusive, to be committed against an older person or a vulnerable person.

3. "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.

4. "Isolation" means 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;

(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.

(c) Permitting any of the acts described in paragraphs (a) and (b) to be committed against an older person or a vulnerable person.

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↪ *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.*

5. *"Neglect" means the failure of a person or a manager of a facility 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.*

6. *"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)

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*

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they appear intended to intimidate or coerce, or the locale in which their perpetrators operate or seek asylum;

15. Burglary: NRS 205.060

The Crime of Burglary, as defined by NRS 205.060, occurs when “a person who, by day or night, enters any house, room, apartment, tenement, shop, warehouse, store, mill, barn, stable, outhouse or other building, tent, vessel, vehicle, vehicle trailer, semitrailer or house trailer, airplane, glider, boat or railroad car, with the intent to commit grand or petit larceny, assault or battery on any person or any felony, or to obtain money or property by false pretenses...”

16. Home Invasion: NRS 205.067

The crime of Home Invasion, as defined by NRS 205.067, occurs when “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...”

17. Arson: NRS 205.005

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

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 that the compensation officer may order the payment of compensation to the following:

- (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.*

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(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.

- 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

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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

- C. 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:

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- 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 205.060
- 13) Home Invasion, NRS 205.067

- D. 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

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- 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 484C.110 or the use of the vehicle was punishable pursuant to NRS 484C.430 or NRS 484C.440... "

- B. 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 484E.010
- 3) Injuries caused by someone driving under the influence (DUI). NRS 217.070(4), NRS 484C.110

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:

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- 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

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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: ...

(b) 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, sexual assault, or sex trafficking, 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 of the victim.*
- 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;

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- 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.

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- 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.
- B. The amount of compensation that is payable per approved claim is determined by the Board 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 also considers the type and amount of compensation payable in other states.
- C. The claim limit is the total amount the VOCP can pay per approved claim, regardless of applicants' expenses or the number, or type of benefits approved by the VOCP.

For example, an applicant may be approved for lost wage benefits up to \$18,000, prescription medication reimbursement up to \$6,000, counseling up to \$5,000 and payment of hospital bills up to \$35,000. If the VOCP pays \$9,000 in lost wage reimbursement, \$3,000 for prescription medication, and \$3,000 for counseling the remaining amount for the hospital is \$20,000. The applicant may have hospital bills totaling \$30,000, but since the claim limit is capped at \$35,000 and \$15,000 has been paid, or reserved for other benefit payments, the hospital would only receive up to \$20,000. If the hospital accepts the payment of the lesser amount, the entire bill is deemed paid in full by NRS 217.245, and the applicant is relieved of any further legal obligation for that debt.

- D. The VOCP pays a variety of "benefits" on approved claims. Most benefits are defined and limited by these policies. These limits are a cap on expenditures in a specific benefit category, not a guarantee or right to such a benefit payment. Any benefit levels provided for in these policies may be adjusted from time to time as the Board determines.
- E. A hearings or appeals officer may not order the compensation officer to pay any claim or benefit that exceeds the limits set by these policies.
- F. The VOCP coordinator is authorized to approve payments that exceed the approved medical fee schedules or claim benefit levels when such approval is necessary:

- 1) In emergencies, or

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- 2) As necessary to address unforeseen circumstances, or
- 3) As required to meet a commitment by the VOCP to a medical or other provider or vendor, or
- 4) For good cause as determined by the VOCP coordinator.

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

H. The VOCP may reimburse applicants for specified expenses incurred as a result of the crime, which are not reimbursed by other sources. When expenses are submitted, staff will verify that the treatment or service was necessary as a result of the crime and that it is covered by the VOCP.

3. Medical Bill Review

- A. VOCP policies establish maximum rates and service limitations for all compensation benefits. Medical, hospital, dental and other bills are reviewed by VOCP's contracted bill review company, and reduced to established medical fee schedules, primarily Nevada workers compensation fee schedule. Other discounts may be applied, and usual and customary rates for specific treatments may be used.
- B. When adequate funding is available, bills are paid according to these fee schedule recommendations. When funding is less than the total of bills approved each fiscal quarter then the bills are paid at a reduced percentage of fee schedule amount, based on available funding.

4. Applicant or Provider Not Authorized to Obligate VOCP

- A. An applicant is never authorized to obtain medical or other services or products, including prescription drugs, with the expectation that such services will be paid for by the VOCP, without express, written authorization by the compensation officer 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.

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- C. Failure of the applicant or the medical provider to obtain pre-approval from the compensation officer may result in the denial of payment of the claim, if funds are not available under the claim, or if claim funds have been pre-authorized or committed to other purposes.
- D. Requests for pre-approval of treatment must identify by CPT or ADA codes the specific treatment that is planned. Pre-approval will not be given for undefined treatment. The VOCP will not pre-approve Physical Therapy, Chiropractic or Counseling providers for a specific 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 Care, 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.

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- F. Glasses that are lost or damaged as a result of the crime 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

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 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

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

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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 applicants disability was caused or worsened by the crime related injuries, and;

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- 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

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- 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

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- 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.

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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. 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. 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 be 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.

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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 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

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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 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

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- 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.

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- 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 Director of the source and amount of that recovery,*

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and shall promptly pay to the Board the lesser of the amount of the award made pursuant to this chapter or the amount recovered less attorney's fees and costs. The duty of notice and payment pursuant to this subsection continues until the amount of the award has been repaid to the State of Nevada."

- B. If the applicant received money from another person or entity, including any collateral source, for any expense paid by the VOCP, the VOCP has the right to recover this money.
- C. The VOCP has the authority to seek restitution from the offender for any money paid by the VOCP, and is subrogated to any collateral source that is available to the victim.
- D. If it is discovered that an applicant was not actually eligible to receive an award of any payments or other benefits the VOCP may recover the payments made.

2. Civil Suit by VOCP

- A. The VOCP may pursue a legal action to receive reimbursement, repayment, or subrogation. The VOCP has a right of reimbursement, repayment and subrogation from:
 - 1) The offender who was convicted of an offense, which resulted in an award. Multiple offenders are jointly and severally liable.
 - 2) A third party who has an expressed or implied contractual or legal relationship, which obligates them to pay any expenses.
 - 3) Ineligible applicants or applicants who have been overpaid, or paid benefits they were not entitled to.
- B. Where the VOCP, commences an action against the person or persons responsible for the victim's injuries to recover monies compensated to a claimant, the claimant shall cooperate fully with the VOCP in pursuit of its action including, but not limited to, joining as a party to said action.

3. Civil Suit by Applicant

- A. Applicants, who successfully pursue civil suits to recover damages, are entitled to a credit for their costs and attorney fees when determining the amount the applicant must pay to satisfy the VOCP subrogation lien.
- B. To receive credit for attorney fees and costs the applicant is required to provide the VOCP with information about the civil suit, including the amount recovered by judgment or settlement, and the amount of attorney fees and costs. The VOCP will not consider reducing its lien or sharing in the attorney fees and costs without this information. In such cases the applicant will be required to repay 100% of the VOCP lien without a credit for fees and costs.
- C. In calculating the value of attorney fees and costs the VOCP will apply the calculations set forth in the formula devised by the Nevada Supreme Court in *Breen v. Caesar's Palace*, 715

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P.2d 1080 (Nev. 1986). The formula used to determine the amount due the VOCP is calculated as follows:

The maximum percentage of the VOCP share of attorney fees is determined by dividing the VOCP Lien Amount by the Amount of Settlement, less the Amount of attorney's fees. Next multiply the percentage obtained by the attorney's fees. This amount is deducted from the VOCP Lien Amount. For example, if the settlement was for \$100,000, and the attorney's fees were \$33,333.33 and the VOCP lien was for \$35,000.00, the VOCP's share of the attorney's fees would be 52.5% [$\$35,000/(\$100,000 - \$33,333.33)$], or \$17,500.00 and the net due to the VOCP in subrogation would be \$17,500.00 [$\$35,000$ Lien less \$17,500 in attorney's fees].

- D. VOCP liens may be waived entirely when the applicant demonstrates that the recovery is insufficient to adequately cover the damages suffered by the applicant due to the crime, and the VOCP determines the recovery by the victim outweighs the VOCP interest in its subrogation recovery.
- E. The VOCP Coordinator is authorized to approve all compromises, settlements or waivers of subrogation liens. All subrogation lien compromises, settlements or waivers will be documented in the VOCP case file. The amount recovered from subrogation payments or other recoveries should be documented in the claim file.
- F. The 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 fifteen (15) 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

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applicant's ineligibility is apparent from the facts stated in the application. The applicant may appeal the denial to a hearing officer within 6015 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 fifteen (15) 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

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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 15 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

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decision by filing a request for a hearing before a hearing officer. Such a request must be filed within 15 days after the decision was mailed by the Director or compensation officer.

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

- A. Appeals to the Board are governed by NRS 217.117(3). This section allows the Board to decide an appeal without a hearing, after reviewing the record, or if the Board elects, it may schedule a hearing on the appeal.

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- B. If either the applicant or the VOCP appeals a decision of the appeals officer to the Board, the VOCP will notify the appeals officer, who will provide the Board with a record of the appeals officer proceeding. The VOCP coordinator may also submit a written recommendation to the Board.
- C. The Board 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 wishes to hear testimony or further information from the appellant it may defer a decision until a hearing is held.
- E. The Board may schedule a hearing and provide notice to the applicant prior to the scheduled hearing date.
- F. If the Board 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

- A. The Board 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 concerning a hearing it conducted may be made at the conclusion of the hearing, or at a subsequent meeting.
- C. The Board may adopt the written recommendation of the VOCP coordinator, or render its own decision in the matter.
- D. The decision of the Board is effective upon its vote, unless otherwise stated in its decision.
- E. The Clerk of the Board may sign any order or decision necessary to effectuate the decision of the Board.
- F. The Clerk of the Board 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

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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:

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"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.

Adopted August 9, 2016

4. System Functionality

- A. To ensure compliance with VOCP Policies, the claims management system used by the program performs the following functions:
 - 1) Tracks all benefits paid on individual claims by benefit type
 - 2) Ensures benefits paid do not exceed benefit levels approved by the Board
 - 3) Allows program to reduce benefits paid on a percentage basis whenever necessary
 - 4) Allows benefit levels to be changed on individual claims with authorization of the coordinator or the Board
 - 5) Tracks and documents all critical changes to a claim
 - 6) Provides a multi-level approval process for all benefits paid
 - 7) Provides real-time reporting
 - 8) Allows remote access to system for authorized personnel for claims management and auditing purposes
 - 9) Provides vendor access to payment information and claim status verification
 - 10) Detects potential duplicate benefit payments

Section Seventeen. Operating Procedures

1. Application Processing

- A. Applications received at the VOCP office are sent to the VOCP contractor for processing within 1 business day of receipt. The VOCP contractor enters completed applications into the claims management system, and provides notification to the compensation officer and Administrative Assistant assigned to the claim. The application is scanned and saved in electronic format to the new claim established in the claims management system.
- B. The VOCP contractor will attempt to contact applicant or their designated representative as provided to the VOCP in the application by telephone or email for required information if the application submitted is incomplete. If the VOCP contractor is unable to obtain all information required to process the application in the system, the application will be returned to the applicant or their designated representative with a letter documenting what information is needed. If no mailing address or contact information is provided, the application will be logged and shredded.

2. Document Processing

- A. All documents associated with a claim are forwarded, upon receipt, to the VOCP contractor for scanning. Each document is identified by document type and saved in an electronic format in the appropriate claim file. All documents are retained by the VOCP contractor for a minimum of 30 days, after which time they are destroyed by shredding.

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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

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- 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.
- B. 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.
- B. 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.

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- 11) The contractor will mail weekly benefits paid to victims the last working day of the week.
- 12) The contractor will mail weekly benefits paid to providers with appropriate documentation within 2 business days from the date of the check.
- 13) The contractor will mail quarterly payments with appropriate documentation within 10 business days from the date of the check.

Section Nineteen. Reports

1. Reports to the Legislature

- A. NRS 217.250 requires the Department to report certain information to the Nevada Legislature biannually. This section states:

"The Department 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."*

- B. The VOCP will prepare a report to the Department and the Board that includes the information required by NRS 217.250 and transmit the report to the Department and Board as they may require.

2. Reports to the Board

- A. NRS 217.260 requires the Department 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.
- B. The VOCP coordinator will provide the Department 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

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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
- 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) Thirty-six and one-half percent of the amount distributed to the Office of Court Administrator for:

- (I) The administration of the courts;*
- (II) The development of a uniform system for judicial records; and*
- (III) Continuing judicial education.*

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

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

(4) Twelve percent of the amount distributed to the Office of Court Administrator for the provision of specialty court programs.

(b) Not more than 49 percent must be used to the extent of legislative authorization for the support of:

- (1) The Central Repository for Nevada Records of Criminal History;*

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- (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.
- B. 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.
- C. 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."

- D. 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

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the minimum needed for disbursements/reimbursements to be made immediately or within 10 days."

- E. 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.

- F. 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

Adopted August 9, 2016

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(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

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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.

Adopted August 9, 2016

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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

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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

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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 or 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

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policy.

III. Funding Allocations

A. Distribution. By statute, deposits are to be allocated as follows:

1. Child Abuse Prevention and Treatment Grants. Up to \$20 million of the first amounts deposited in the Fund are allocated to Child Abuse Prevention and Treatment Grants. Of these funds, 85 percent are forwarded to the Department of Health and Human Services. The remaining 15 percent is retained by OVC to assist Native American Indian tribes in developing, establishing and operating child abuse programs.

2. Federal Criminal Justice System.

Specific amounts are earmarked by Congress annually for improving services for the benefit of crime victims in the Federal criminal justice system.

3. Remaining Fund Deposits. The remaining fund deposits are distributed as follows:

a. Victim Compensation Grants. Forty- eight and one half percent (48.5%) is available to eligible state programs for crime victim compensation.

b. Victim Assistance Grants. Forty- eight and one half percent (48.5%) is available to states for victim assistance grants. Unused funds from the victim compensation portion of the deposits are added to this amount.

c. Discretionary Grants. Three percent (3%) is available to OVC for demonstration 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

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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

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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*

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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*

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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

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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.

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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.

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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

1) 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.

2) 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

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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.

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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

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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.

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 Department of Administration (Department) and the Nevada State Board of Examiners (Board) orders all money for payment of compensation the auspices of the Nevada State Board of Examiners, established pursuant to NRS 353.010.

B. The policy of the State of Nevada is expressed in NRS 217.010. This section provides:

“It is the policy of this State to provide assistance to persons who are victims of violent crimes or the dependents of victims of violent crimes.”

C. VOCP Mission Statement

“It is the mission of the Nevada Victims of Crime Program to provide financial assistance to qualified victims of crime in a timely, cost efficient, and compassionate manner.”

2. Scope of Nevada Victims of Crime Program

A. The Nevada VOCP assists victims who suffer injuries from violent crime. The VOCP does not assist with crimes involving property damage, or provide assistance for property loss or damage except as expressly provided for by these policies.

~~B. The VOCP is established to assist victims qualified Nevada residents, U.S. citizens, or others entitled to reside in the U.S., who sustain sustained injuries in a crimes committed in Nevada.~~

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~~C. NRS 217.035 defines crimes covered by the VOCP as follows: crimes “committed within this state”.~~

~~B.~~

1. An act or omission committed within this state which, if committed by an adult, is forbidden by law and punishable upon conviction by death, imprisonment, fine or other penal discipline; or
2. An act of international terrorism as defined in 18 U.S.C. § 2331(1) against a person.

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~~D.C.~~ NRS 217.102 provides for assistance to Nevada residents injured by crimes outside Nevada. This section provides:

“1. 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 Director for compensation if:

1(a). The state in which the crime occurred does not have a program for compensating victims of crime for their injuries; or

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2.(b) *The resident is ineligible to receive compensation under the program of the other state.*

2. *A victim of a crime that occurred in this State who is not a resident of this State may apply to the Director for compensation in the same manner as a resident of this State."*

E.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.~~

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F.E. ~~NRS 217.065 defines resident as:~~

~~"A person who is a citizen of the United States or who is lawfully entitled to reside in the United States; and~~

~~2. During the 6 weeks preceding the date of the crime was:~~

~~—(a) Domiciled in this state; and~~

~~—(b) Physically present in this state, except for any temporary absence.~~

Section Two. VOCP Policies

1. General

- A. ~~The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the Director of the Department, with the approval of the Board of Examiners to adopt rules and regulations prescribing the procedures to be following in the filing of applications and proceedings under the VOCP. while NRS 217.150 requires the Director of the Department, with the approval of the Board of Examiners to formulate standards for the uniform payment of compensation to victims of crime.~~
- B. When ~~adopted~~ approved by the Board of Examiners these policies are the rules and ~~regulations~~ procedures of the Nevada ~~Victims of Crime Program~~ VOCP 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~~ the VOCP. 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 ~~en~~ ensuring decisions are made pursuant to these policies.

Nevada Victims of Crime Program 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 and Coordinator (or their designee) provides oversight and guidance to the Compensation Officers, and is responsible for monitoring adherence to these policies.

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3. Effective Date of Changes

- A. The benefits levels set forth in these policies for wage loss reimbursement, funeral expenses, mental health counseling, and all other benefits, are subject to change at any time by the Director of the Department with the approval of 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 Director of the Department, with the approval of the Board of Examiners or these policies, any increase or decrease in claim limits or claim benefit levels will be applied to all claims effective at the time the change is adopted.
- D. An effective date or date of limitation included in the express provisions of a section will apply if there is any conflict with this section.
- E. Individual exceptions to claim or benefit levels may be approved by the VOCP coordinator if necessary to avoid undue hardship to a victim or when the application of a change would violate a commitment of the VOCP to the victim, a service provider, or other person. Exceptions granted by the VOCP coordinator shall be documented in the claim.
- F. Authorizations for benefits or other payments given by the VOCP staff may be withdrawn if given by mistake; if based on misinformation provided by any person; or if given in violation of these policies.

4. Anti-Discrimination Policy

- A. The VOCP will not discriminate on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, determining

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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

A. 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.

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 The VOCP will make reasonable efforts to insure its application and other critical documents or forms are available in Spanish translation.

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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 ~~will~~may not reimburse another agency, program or other service provider for expenses paid by their organization on behalf of an approved victim, ~~unless~~ provided the organization requests and obtains written preauthorization from the VOCP coordinator.

Nevada Victims of Crime Program Policies

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 Director of the Department, with the approval of 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, Court of Appeals, 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

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received as required by Income Tax Regulations relating to reimbursements for expenses paid in prior years. No tax form will be issued by the VOCP regarding reimbursement payments made to the victim, applicant or their dependents.

10. Service of Documents at Last Known Address Sufficient

- A. It is the responsibility of the applicant to notify the VOCP of any change of address. Any notice or determination or other correspondence mailed to the applicant at the address on file with the VOCP is deemed received by the applicant no later than 3 days after the date mailed by the VOCP.
- B. If service of documents or receipt by the applicant of any VOCP document is an issue on appeal the applicant will have the burden of establishing lack of notice or delivery.

10. Conflicts

- A. Employees, contractors, and vendors of the VOCP will avoid all conflicts or appearances of conflicts in matters relating to VOCP business or its affairs.
- B. Employees, contractors, and vendors will not handle documents or files, make or influence decisions of family members, friends, or associates.
- C. Employees, contractors, and vendors will disclose to the VOCP coordinator any conflicts involving applicants or claims of family members, friends, or associates to the VOCP coordinator.

11. Confidentiality

- A. NRS 217.105 provides that all victim information maintained by the VOCP is confidential and will not be made public unless otherwise provided ~~by law or court order~~ pursuant to [NRS 217.105](#).
- B. The VOCP necessarily releases or discloses certain information in the execution of its responsibilities in investigating and ~~administering~~ [administering](#) the claim. For example, the VOCP will provide certain information about the applicant to police agencies, medical providers, counselors, VOCP contractors or vendors, [and](#) victim advocates or attorneys, in order to request reports or other information necessary to investigate, administer, or pay claims.
- C. The VOCP may release or disclose information to auditors or investigators or others with an official need for information related to their legal duties.
- D. The VOCP may release or disclose information to employees of the ~~state budget office~~ [Department of Administration, the Governor's Finance Office, the](#) Treasurer's office, VOCP contractors, or other agencies as necessary to pay claims or otherwise administer a claim.

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- 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 ~~Director of the Department, with approval of the Board, of Examiners~~ to formulate standards for determining the amount “of any compensation payable” to an approved applicant. This section states:

“~~With the approval of the Board, the Director 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 and sections 10 and 11 of this act. The standards must take into consideration rates and amounts of compensation payable for injuries and death under other laws of this state and of the United States.~~”

- B. These policies formulate the standards for the uniform application of NRS 217.010 to NRS 217.270 in the determination of compensation to be paid by the VOCP.
- C. “Compensation payable to an approved applicant” as required by NRS 217.150 will consist of only those claims approved for payment by the VOCP pursuant to these policies.
- D. A claim submitted for payment by the victim or provider is an “approved claim” when all of the following occurs:
 - 1) Receipt of the claim by VOCP, with all required supporting documentation; and
 - 2) Verification that the claim is the responsibility of the applicant; and
 - 3) Verification that the claim is crime related; and
 - 4) Confirmation that the claim is for an approved benefit; and
 - 5) Review and application of appropriate fee schedule or other approved rate; and
 - 6) Approval by the compensation officer; and
 - 7) Approval by the ~~VOCP coordinator~~ Program Manager; and
 - 8) Approval by the Administrative Services Division of the ~~State Budget Office~~ 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.

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- 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 section shall not be construed to mean that any program or benefit limits will be exceeded. This is not to be construed to say that any program or benefit limits will be exceeded.
- G. ~~If the applicant suffers additional injuries from subsequent crimes, and the medical and other costs exceed the claim limit of the approved claim, the compensation officer may increase the claim limit of the existing claim, or close the existing claim and open a new claim with a new claim limit as determined by the compensation officer.~~
- H. Additional or subsequent claims will not be denied because the applicant filed prior claims, regardless if those claims were accepted or denied, when such filings are in good faith and not to obtain unwarranted benefits or payments.

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2. Estimating Revenue and Expenses

- A. NRS 217.260 ~~(4)~~ requires the ~~Board of Examiners Department~~ to estimate ~~its~~ the VOCP's revenue and anticipated expenses on a quarterly basis, ~~and when anticipated expenses exceed anticipated revenue to pay claims at the same reduced rate as expenses exceed revenue.~~ This section states, in pertinent part:

~~"The Board Department shall prepare and submit quarterly to the Board, for its approval, estimates of quarterly:~~

- ~~(a) The revenue in the Fund which is available for the payment of compensation; and~~*
~~(b) The anticipated expenses for the next quarter.~~

~~If the estimated expenses for the quarter exceed the available revenue, all claims paid in that quarter must be reduced in the same proportion as the expenses exceeded the revenue."~~

- B. These policies establish priorities for the payment of claims so that approved expenses do not exceed available revenues in any fiscal year quarter. When claims are paid pursuant to these policies expenses will not exceed revenues budgeted for the payment of claims.
- C. The application of cost containment measures, including fee schedules and claim and benefit caps are intended to maintain claim costs in a manner to avoid blanket claim reductions by a percentage of estimated expenses over revenue as provided by NRS 217.260 (1).

3. Claim Payment Priorities

- A. In order to effectuate the provisions of the applicable statutes, and the standards and criteria stated in these policies, the VOCP will pay approved claims according to the priorities established in this section. Claims will be categorized and paid by priority as follows:

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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.

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- 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, or its contractor, will assist the victim with financial counseling as may be required.~~

~~C.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,

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- 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;

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- 5) exhaust all other sources of payment or reimbursement for compensable expenses, and promptly notify the VOCP of any order for payment or eligibility for payment from any other source.

3. Filing Timely Police Report

- A. To qualify for VOCP benefits an applicant must establish that a police report was filed within 5 days of the crime or within 5 days of the time when a report could reasonably have been made. NRS 217.210 (1) provides:

"Except as otherwise provided in subsection 2, an order for the payment of compensation must not be made unless the application is made within 1 year after the date of the personal injury or death on which the claim is based, unless waived by the Board of Examiners or a person designated by the Board for good cause shown, and the personal injury or death was the result of an incident or offense that was reported to the police within 5 days of its occurrence or, if the incident or offense could not reasonably have been reported within that period, within 5 days of the time when a report could reasonably have been made."

- B. The VOCP coordinator is authorized, and designated by the Board of Examiners to approve a waiver of the late filed police report ~~requests made 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(~~34~~) provides:

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"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:

- ~~0) Refused to testify when legally served with a subpoena in a proceeding related to the prosecution of the crime;~~
- 3)1) Committed perjury relating to the crime;
- 4)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.

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- 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.

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- 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.

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- 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.

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4. Waiver of Late Application

- A. ~~Subsection 1 of~~ NRS 217.210(1) 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 12-month-1 year deadline, when applications are submitted between 12 and 18 months of the crime beyond one year after the date of the crime, is vested in the Coordinator and will be considered after request from the applicant or Program manager.

- E. ~~Authority to waive the deadline on claims filed after 18 months, after a showing of good cause, is vested in the VOCP coordinator.~~

5. Application Signature Requirements

- A. When an applicant files an application with the VOCP, they are subject to certain conditions imposed by law or by these policies. Benefits are available to qualified applicants who complete the application, provide the requested information, and acknowledge and agree to the conditions imposed by law or these policies.
- B. The applicant must authorize the release of information about the victim or applicant from medical providers, police agencies and others. This requires the applicant to sign the application containing the pertinent declarations, statements, acknowledgements and releases. If the victim is a minor or incapacitated, a parent or legal guardian must sign on their behalf. If the applicant does not sign where required, or attempts to modify the statements contained therein, the application may be denied.

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- C. ~~As defined under NRS 719.4~~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 bill~~of an award if the compensation officer determines that the applicant will not suffer ~~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

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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 medical information 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(2) 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:

2. *"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.

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- 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

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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

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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: 1) With malice aforethought, either express or implied; 2) Caused by a controlled substance which was sold, given, traded or otherwise made available to a person in violation of chapter 453 of NRS; or 3) Caused by a violation of NRS 453.3325."*

2. Assault and Battery: NRS 200.471; NRS 200.481

- A. Assault is defined under NRS 200.471 as *"1) Unlawfully attempting to use physical force against another person; or 2) 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."*

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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 484C.110379

A. NRS 484C.110379 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 484E.010219; NRS 484.111

A. A Hit & Run crime occurs when someone violates the requirements of NRS 484E.030219, 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 484E.030223.

B. A Pedestrian is defined under NRS 484A.16511, which states:

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"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

C. Sexual Assault is defined under NRS 200.366, which states:

1. ~~A person is guilty of sexual assault if he or she:~~

- a) ~~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 or her conduct; or
- b) ~~Commits a sexual penetration upon a child under the age of 14 years or causes a child under the age of 14 years to make a sexual penetration on himself or herself or another, or on a beast, is guilty of sexual assault.~~

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D. Spousal Rape is defined under NRS 200.373, which governs sexual assault of spouse by spouse, 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,~~ any other 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.*

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- (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, Neglect, or Endangerment; ~~Sexual Assault of a Minor-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(2), which states:

~~12.~~ "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; ~~or~~
- (c) Infliction of psychological or emotional anguish, pain or distress on an older person or a vulnerable person through any act, including, without limitation:

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1) Threatening, controlling or socially isolating the older person or vulnerable person;

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2) Disregarding the needs of the older person or vulnerable person, or;

3) Harming, damaging or destroying any property of the older person or vulnerable person, including, without limitation, pets;

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(d) Nonconsensual sexual contact with an older person or a vulnerable person, including, without limitation:

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1) An act that the older person or vulnerable person is unable to understand or to which the older person or vulnerable person is unable to communicate his or her objection; or

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2) Intentionally touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh or buttocks of the older person or vulnerable person; or

(e) Permitting any of the acts described in paragraphs (a) to (d), inclusive, to be committed against an older person or a vulnerable person.

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23. "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.

34. "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.

(c) Permitting any of the acts described in paragraphs (a) and (b) to be committed against an older person or a 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.

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~~45. "Neglect" means the failure of:—(a) A person or a manager of a facility 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.~~

~~56. "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

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they appear intended to intimidate or coerce, or the locale in which their perpetrators operate or seek asylum;

15. Burglary: NRS 205.060

The Crime of Burglary, as defined by NRS 205.060, occurs when "a person who, by day or night, enters any house, room, apartment, tenement, shop, warehouse, store, mill, barn, stable, outhouse or other building, tent, vessel, vehicle, vehicle trailer, semitrailer or house trailer, airplane, glider, boat or railroad car, with the intent to commit grand or petit larceny, assault or battery on any person or any felony, or to obtain money or property by false pretenses..."

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15.16. Burglary / Home Invasion: NRS 205.067

A. The crime of Burglary-Home Invasion, as defined by NRS 205.067, occurs when "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 defined under NRS 205.067, which states:

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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.~~

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17. Arson: NRS 205.005

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

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 that the compensation officer may order the payment of compensation to the following:

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.

(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.

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.

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- 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.

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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, ~~extended lost wages,~~ making a home or vehicle accessible, job training and vocational rehabilitation, ~~temporary home health care,~~ or purchase of and/or training in the use of special appliances or prosthetic devices. 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.

~~E. Catastrophic injury funds are not intended for long term nursing care or inpatient 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

- C. Certain crimes resulting in emotional or mental injuries only, may be eligible for mental health counseling, child care, relocation, home security repair, and emergency housing ~~or living expenses~~. The compensation officer does not need to find physical injury in the following crimes:

- 1) Sexual Assault, NRS 200.366
- 2) Domestic Violence, NRS 217.160 (d), NRS 217.220 (3), NRS 200.485
- 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

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- 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 205.0670
- 12)13) Home Invasion, NRS 205.067

- D. If an applicant is a victim of a crime that is ongoing such as: domestic violence and child abuse, an application does not need to be filed for each incident. A series of incidents is considered one crime for application purposes.

5. Threat of Injury Claims

- A. Certain crimes or threats resulting in emotional or mental injuries only may be eligible for mental health counseling benefits through the VOCP. NRS 217.050 defines personal injury as: "actual bodily harm or threat of bodily harm which results in a need for medical treatment".
- B. A threat of physical injury includes, but is not limited to the following situations:
- 1) The victim was directly threatened with a weapon;
 - 2) The victim was within sight and range or proximity of a person brandishing a weapon and reasonably felt threatened for their own safety;
 - 3) The victim was directly threatened with serious bodily injury and there was a reasonable probability that:
 - 4) The threat would be carried out; and
 - 5) Physical injury would result if the threat were carried out.
- C. Crimes that may qualify under threat of injury include:
- 1) Robbery, NRS 200.380
 - 2) Kidnapping, NRS 200.320
 - 3) Involuntary servitude, NRS 200.463
 - 4) Trafficking in persons, NRS 200.467, NRS 200.468
 - 5) Stalking, NRS 200.575,

6. Children's Claims in Domestic Violence Cases

- A. A minor is presumed to have sustained an injury as a result of a domestic violence crime if the child witnessed a domestic violence crime. This presumption qualifies the victim for mental health counseling benefits as provided by these policies.

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- B. The children of parties involved in domestic violence and assault, that are exposed to domestic violence, are entitled to independent VOCP claims and benefits, whether or not their parents file claims or have claims approved or denied.
- C. A minor witnessed a domestic violence crime if the minor saw or heard an act constituting a domestic violence crime. NRS 217.160 provides:

"Persons who may be awarded compensation.

1. The compensation officer may order the payment of compensation:

(d) To a minor who is a member of the household or immediate family of a victim of a battery which constitutes domestic violence pursuant to NRS 33.018 who needs an assessment, a psychological evaluation or psychological counseling for emotional trauma suffered by the minor as a result of the battery."

7. Vehicle-Related Crimes

- A. Most vehicle-related crimes are not covered by the VOCP. Injuries from accidents caused by speeding, reckless or careless driving, and similar crimes are outside the scope of VOCP coverage. NRS 217.220 prohibits acceptance of motor vehicle accident injuries except in limited circumstances. NRS 217.220 provides:

"Award of compensation prohibited under certain circumstances; exceptions.

1. Except as otherwise provided in subsections 2 and 3, compensation must not be awarded if the victim:

(a) Was injured or killed as a result of the operation of a motor vehicle, boat or airplane unless the vehicle, boat or airplane was used as a weapon in a deliberate attempt to harm the victim or unless the driver of the vehicle injured a pedestrian, violated any of the provisions of NRS 484C.110379 or the use of the vehicle was punishable pursuant to NRS 484C.4303795 or NRS 484C.44037955..."

- 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.~~

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- 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 484E.010219
- 3) Injuries caused by someone driving under the influence (DUI). NRS 217.070 (4), NRS 484C.110379

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8. DUI Crimes

- A. The compensation officer, when evaluating an application for a case involving DUI, will consider any of the following as evidence in support of an application:
- 1) Blood alcohol content report,
 - 2) Blood test for drugs,
 - 3) Breath test report,
 - 4) Evidence that driver failed roadside tests,
 - 5) Acceptance of case for prosecution for DUI,
 - 6) Other credible evidence including statements from officers investigating the crime that indicate the driver was driving under the influence of alcohol.

9. Ineligible Crimes

- A. A crime, which does not result in physical injury, threat of injury, presumed injury, or death to the victim.
- B. Crimes that involve only property loss or damage.
- C. A crime that occurs in the workplace and is covered by workers compensation.
- D. Traffic crimes.
- E. Other ineligible crimes include fraud, theft, Identity theft, computer and web related crimes, property damage, trespass and vandalism.

10. Prison or Jail Victims

- A. Individuals who are incarcerated at the time of their injury or death are not eligible for compensation by the VOCP pursuant to NRS 217.220 (1) (d).

~~11. Residency and Citizenship Requirements~~

- ~~M. Nevada law requires that applicants must be legally entitled to reside in the United States as a condition of acceptance by the VOCP. NRS 217.220 provides:~~

~~"1. Except as otherwise provided in subsections 2 and 3, compensation must not be awarded if the victim:~~

~~(b) Was not a citizen of the United States or was not lawfully entitled to reside in the United States at the time the incident upon which the claim is based occurred or he is unable to provide proof that he was a citizen of the United States or was lawfully entitled to reside in the United States at that time."~~

- ~~R. The following documents will be accepted as proof of residency from victims who were not born in the United States:~~

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- 20) Unexpired Permanent Resident Card
- 21) Unexpired Temporary Resident Card
- 22) Valid, unexpired US Passport
- 23) Resident Alien Card or I-551 Receipt
- 24) Valid, unexpired Foreign Passport stamped "Processed for I-551"
- 25) Unexpired Employment Authorization document
- 26) Unexpired Student Visa that permits residency in the US for a specific period

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BB. — Applications received from foreign visitors, tourists, and people living in Nevada without valid, unexpired legal documentation will be denied.

30.11. 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."*

B. These policies recognize that few if any victims of violent crime have savings and assets equivalent to those set forth in this section of the law. These policies also establish an "institutional philosophy" that all victims deserve to be treated equally and deserve to be made whole regardless of their position in life.

C. The VOCP does not require income, budget or other financial documentation to determine financial eligibility. This issue is addressed by having the victim sign a certification of eligibility, with the application, that the victim meets the criteria set forth in NRS 217.220.

D. This certification supplants any requirement that an applicant provide detailed financial information to VOCP to establish "financial hardship". It does not diminish the requirement that crime related resources, such as civil law suit proceeds, be used to reimburse the VOCP.

Section Nine. Limitations on Compensation

1. Contribution: General Considerations

- A. To the extent the victim's acts or conduct provoked or contributed to the victim's injuries, the VOCP may deny the award to the applicant. If during the course of a claim, an applicant is

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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.

A.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: ...

(be) Was a coconspirator, codefendant, accomplice or adult passenger of the offender whose crime caused the victim's injuries;

B.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, or sex trafficking, 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 of the victim.

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.

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- 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.

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- 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

Nevada Victims of Crime Program Policies

- 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.

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H. The VOCP does not pay foreign providers directly. If a victim obtains crime related treatment or services in a foreign country, these expenses will be considered discretionary benefits and subject to review and approval by the VOCP coordinator. 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.
- B. The amount of compensation that is payable per approved claim is determined by the Board of Examiners after consideration of factors which include an evaluation of resources available to the VOCP and demands for services offered by the VOCP in the state. The Board of Examiners also considers the type and amount of compensation payable in other states.
- C. The claim limit is the total amount the VOCP can pay per approved claim, regardless of applicants' expenses or the number, or type of benefits approved by the VOCP.

For example, an applicant may be approved for lost wage benefits up to \$18,000, prescription medication reimbursement up to \$6,000, counseling up to \$5,000 and payment of hospital bills up to \$35,000. If the VOCP pays \$9,000 in lost wage reimbursement, \$3,000 for prescription medication, and \$3,000 for counseling the remaining amount for the hospital is \$20,000. The applicant may have hospital bills totaling \$30,000, but since the claim limit is capped at \$35,000 and \$15,000 has been paid, or reserved for other benefit payments, the hospital would only receive up to \$20,000. If the hospital accepts the payment of the lesser amount, the entire bill is deemed paid in full by NRS 217.245, and the applicant is relieved of any further legal obligation for that debt.

- D. The VOCP pays a variety of "benefits" on approved claims. Most benefits are defined and limited by these policies. These limits are a cap on expenditures in a specific benefit category, not a guarantee or right to such a benefit payment. Any benefit levels provided for in these policies may be adjusted from time to time as the Board of Examiners determines.
- E. A hearings or appeals officer may not order the compensation officer to pay any claim or benefit that exceeds the limits set by these policies.
- F. The VOCP coordinator is authorized to approve payments that exceed the approved medical fee schedules or claim benefit levels when such approval is necessary:
 - 1) In emergencies, or
 - 2) As necessary to address unforeseen circumstances, or

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- 3) As required to meet a commitment by the VOCP to a medical or other provider or vendor, or
- 4) For good cause as determined by the VOCP coordinator.

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

H. The VOCP may reimburse applicants for specified expenses incurred as a result of the crime, which are not reimbursed by other sources. When expenses are submitted, staff will verify that the treatment or service was necessary as a result of the crime and that it is covered by the VOCP.

3. Medical Bill Review

- A. VOCP policies establish maximum rates and service limitations for all compensation benefits. Medical, hospital, dental and other bills are reviewed by VOCP's contracted bill review company, and reduced to established medical fee schedules, primarily Nevada workers compensation fee schedule. Other discounts may be applied, and usual and customary rates for specific treatments may be used.
- B. When adequate funding is available, bills are paid according to these fee schedule recommendations. When funding is less than the total of bills approved each fiscal quarter then the bills are paid at a reduced percentage of fee schedule amount, based on available funding.

4. Applicant or Provider Not Authorized to Obligate VOCP

- A. An applicant is never authorized to obtain medical or other services or products, including prescription drugs, with the expectation that such services will be paid for by the VOCP, without express, written authorization by the compensation officer [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, or if claim funds have been pre-authorized or committed to other purposes.

Adopted August 9, 2016

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- 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

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- A. In cases where the victim is covered by insurance, and is liable for co-pays or deductibles, the compensation officer will determine whether the treatment was a direct result of the crime and authorize payments for co-pays or deductibles up to the maximum allowed pursuant to ~~the applicable fee schedule rate or~~ these policies.
- ~~B. If the co-payment or balance due on any bill exceeds \$1,000, VOCP's contractor will review the original bill to VOCP bill review standards. If the amount already paid by the insurer is more than the VOCP would have paid, the Compensation Officer will pay 10% of the co-payment or balance due to satisfy the debt. If the amount paid by the insurer is less than the VOCP would have paid, the Compensation Officer will pay the co-payment or balance due in full, or will pay the amount the VOCP would have paid less any payment made by the insurer, whichever is less.~~

Section Eleven. Available Benefits

1. Medical, ~~and~~ Dental Care, 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.
- ~~C.B.~~ Dental implants will only be approved if deemed medically necessary. Cosmetic dental treatments, such as veneers, orthodontic treatment and teeth whitening, ~~will~~ may not be covered.
- ~~D.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 ~~will~~ may not be covered.

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

F.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 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

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.

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3. Ambulance or Medical Transport

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.

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4. Surgical Implants

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.

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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.

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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 recommend, to the VOCP coordinator, the approval of~~ 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 ~~discretionary~~ 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 ~~may~~ 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. ~~The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approval by the VOCP coordinator. Any decision concerning the exercise of this authority is not appealable and a hearings or appeals officer~~

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~~may not order the use of such authority.~~ 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 applicants disability was caused or worsened by the crime related injuries, and;
 - 2) The disability statement specifies the nature and length of the physical disability, and;
 - 3) The victim did not work during the disability period, and
 - 4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or
 - 5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.
 - 6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.
- B. Loss of earnings may be paid at up to 100% of the victim's ~~take-home~~ 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 ~~or the surviving dependents of a deceased victim.~~ Family members, relatives or dependents are not entitled to lost wage reimbursement benefits of a living victim who may be entitled to lost wages.
- D. Lost wage claims may not be paid where applicant is entitled to workers compensation or other disability payments, whether or not the applicant has applied for, or is receiving such benefits.
- E. Lost wage benefits may be used to supplement disability payments, where such disability payments are less than 100% of the applicant's ~~take-home~~ 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.

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- F. ~~Retroactive lost wage reimbursement will not be made for more than 12 weeks of documented back pay. For example if an applicant applies for VOCP assistance 6 months after the crime, and is still disabled at the time of filing the application, they would be eligible for 12 weeks of back pay, plus current lost earnings from the date of the application, for up to 40 additional weeks. If the applicant is no longer disabled when they apply to the VOCP, they would be eligible for up to 12 weeks back wages only. 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:

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- 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 ~~take-home-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.

~~E. Retroactive loss of earnings or support payments will not be paid for more than 12 weeks from the date of application or up to \$4,200.~~

10. Funeral and Burial Expenses

A. The VOCP may reimburse any individual who pays funeral and burial expenses for a deceased victim of crime. This benefit is not restricted to family members, but can be paid to any individual who has paid funeral and burial expenses for a qualified victim. The VOCP may reimburse up to \$5,000 for a deceased victim's funeral and burial expenses.

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) Finance or interest charges~~
- ~~6) Merchandise~~, with the exception of a casket or urn

11. Relocation Expenses

A. The VOCP can assist with relocation expenses in cases involving domestic violence, 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

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crime and may not be used later than six months ~~after the crime~~ 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. ~~The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approval by the VOCP coordinator.~~ Any decision concerning the exercise of this authority is not appealable and a hearings or appeals officer may not order the use of such authority.
- C. In order to qualify for relocation expenses, the compensation officer may require verification from Law enforcement that the relocation is necessary for the victim's personal safety.
- D. The applicant may be required to provide the VOCP with a signed rental agreement (if requesting rent or a security deposit) from an apartment or homeowner. The VOCP will not reimburse rental 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.
- D.E. The total amount for all relocation expenses cannot exceed \$2,500 per claim and may include:
- 1) Rent, including security deposit and first and last month's rent
 - 2) Rental Trucks
 - 3) Temporary lodging expenses of no more than \$500
 - 4) Other necessary expenses (airline, train, bus fares, credit check, etc.)

12. Crime Scene Clean Up

- A. The Applicant, ~~in a case involving a homicide,~~ may request payment or reimbursement for professional crime scene clean-up for up to \$5,000. Receipts, estimates or other documentation satisfactory to the compensation officer must support any request.

13. Home Security

- A. A victim may be eligible to receive reimbursement of up to \$1,500 for repairing or improving residential security. If the victim is deceased, a person who resided with the victim at the time of the crime may also be eligible. Some expenses that may be covered are:
- 1) Damaged alarms, keypads, cameras or motion detectors
 - 2) Damaged locks, doors or windows
 - 3) Repairing or replacing window bars or security doors
 - 4) Replacing or increasing number of locks
 - 5) Self-defense courses

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B. The VOCP will not pay for:

- 1) Weapons (guns, mace, etc.) or
- 2) Guard dogs.

14. Child Care

A. Childcare expenses incurred by a victim ~~or secondary victim~~ as a direct result of a qualified crime may be approved. The total benefit available for all affected children, per crime, may not exceed \$2,500.

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.

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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. ~~A compensation officer. The Program Manager~~ may recommend, to the VOCP coordinator, the approval of any crime related expense that is not specified in these policies ~~; or the extension of a specified benefit. For instance a compensation officer may use up to \$500 to provide additional crime scene clean up reimbursement, or additional mental health counseling, than the amount otherwise specified by these policies. Or the compensation officer may approve the repair or replacement of necessary items destroyed in the crime such as smashed windshields or slashed tires on an automobile used for transportation to work, or clothing seized as evidence. The discretionary benefit offered in this category is limited to \$500 per claim.~~
- B. ~~The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approved by the VOCP coordinator.~~ Any decision concerning the exercise of this authority is not appealable and a hearing or appeals officer may not order the use of such authority.
- 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 ~~homecare~~ home health care assistance for up to ~~\$1000~~ three weeks at a maximum rate of \$350/week. Payment will made upon receipt of completed sheet detailing care provided to victim.

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~~G. Home accessibility renovations such as ramps, door widening, and auto renovations for handicap access may be considered by the VOCP coordinator on catastrophic claims.~~

Section Twelve. Claim Acceptance, Denial and Closure, and Reconsideration

1. General

- A. NRS 217.110 requires the compensation officer to approve or deny claims within 60 days of application. The compensation officer must consider and apply the provisions of NRS 217 and the policies set forth herein when considering applicants eligibility for VOCP benefits. This section provides:

“Review of application; appeal of denial by compensation officer; investigation of claim; availability and confidentiality of reports concerning crime committed by minor; decisions.

1. Upon receipt of an application for compensation, the compensation officer shall review the application to determine whether the applicant qualifies for compensation. The compensation officer shall deny the claim within 5 days after receipt of the application if the applicant’s ineligibility is apparent from the facts stated in the application. ...

2. If the compensation officer does not deny the application pursuant to subsection 1, ... he shall conduct an investigation and, except as otherwise provided in subsection 4, render a decision within 60 days after his receipt of the application or order. If in conducting his investigation the compensation officer believes that:

- (a) Reports on the previous medical history of the victim;*
- (b) An examination of the victim and a report of that examination;*
- (c) A report on the cause of death of the victim by an impartial medical expert; or*
- (d) Investigative or police reports,*

would aid him in making his decision, the compensation officer may order the reports.

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:

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- 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.

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4. Reasons for Denial

A. The compensation officer may deny an application when it does not comply with NRS 217 or Board of Examiners Policies. Common reasons for Application Denial include:

- 1) Accident – Not Covered by NRS 217
- 2) Application Filed Late/Not Excused
- 3) Application Previously Denied or Consolidated
- 4) Crime not Committed in Nevada
- 5) Crime Not Covered by NRS 217
- 6) Crime Reported After 5 Days
- 7) Failure to Cooperate with Police
- 8) Failure to Cooperate with VOCP
- 9) Incomplete Application
- 10) No Crime Described in Police Report
- 11) No Physical Injury or Threat of Injury
- 12) No Police Report Filed
- 13) No Police Report Found by Police Department
- 14) No Response from Applicant
- 15) Police Department Denys Request for Police Report
- 16) Police Report Indicates No Crime Occurred
- 17) Police Report Indicates Victim Perpetrator/Aggressor
- 18) Police Report Unreadable from Redactions
- 19) Prison/Jail Applicant
- 20) Vacated or Withdrawn
- 21) Victim Adult Passenger of DUI
- 22) Victim Contributed to their Injuries
- 23) Victim Ineligible to File
- 24) Victim Injured while Committing Crime
- 25) Victim Not Listed in Police Report
- 26) Victim Not Pedestrian – Hit & Run
- 27) ~~Victim Not US Resident~~
- 28) Workers Compensation Claim
- 29) 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.

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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.

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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

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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~~ Director 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.

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- 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% [$\$35,000/(\$100,000-\$33,333.33)$],

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or \$17,500.00 and the net due to the VOCP in subrogation would be \$17,500.00 [\$35,000 Lien less \$17,500 in attorney's fees].

- D. VOCP liens may be waived entirely when the applicant demonstrates that the recovery is insufficient to adequately cover the damages suffered by the applicant due to the crime, and the VOCP determines the recovery by the victim outweighs the VOCP interest in its subrogation recovery.
- E. The VOCP Coordinator is authorized to approve all compromises, settlements or waivers of subrogation liens. All subrogation lien compromises, settlements or waivers will be documented in the VOCP case file. The amount recovered from subrogation payments or other recoveries should be documented in the claim file.
- F. ~~The VOCP coordinator/Program Manager~~ should be notified that the claim status can be changed to Closed/~~Inactive~~ Maxed when the compensation officer receives the subrogation settlement, and the victim should be notified that the claim has been closed. ~~If the victim requires continued assistance from the Program, the Compensation Officer should document the reason for continued assistance in the claim notes, and request approval for continuance from the Program coordinator. If benefits will continue, the subrogation payment amount should be added to the approved claim limit.~~
- 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

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pursuant to subsection 2. If the hearing officer denies the appeal, the applicant may appeal to an appeals officer pursuant to NRS 217.117. "

- C. Determinations that are appealable under these Policies or the provisions of NRS 217.112, will include appeal rights substantially similar to the following:

APPEAL RIGHTS:

If you disagree with this decision, you have the right to appeal to the Hearing Officer. Appeals must be filed within sixty (60) days from the date of this letter by sending a copy of this letter with a written request for a hearing to:

*Department of Administration Hearing Division,
Address and Fax #*

The VOCP website has appeal forms in English and Spanish, and helpful information about your appeal rights, and the appeals process at: www.voc.nv.gov

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.

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- 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 60-15 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 6015 days after the decision was mailed by the Director or compensation officer-Clerk or compensation officer mailed the decision.

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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.

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- 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

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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:

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"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. full backup of the data and documents to the VOCP coordinator in electronic form on a monthly basis. The backup information will be provided on compact disks in a sealed envelope, and will be delivered to the VOCP coordinator office by the 5th of each month. The VOCP coordinator will maintain the backup disk in a secure location.~~

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Adopted August 9, 2016

- 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.

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4. System Functionality

- A. To ensure compliance with VOCP Policies, the claims management system used by the program performs the following functions:
- 1) Tracks all benefits paid on individual claims by benefit type
 - 2) Ensures benefits paid do not exceed benefit levels approved by the Board
 - 3) Allows program to reduce benefits paid on a percentage basis whenever necessary
 - 4) Allows benefit levels to be changed on individual claims with authorization of the coordinator or the Board
 - 5) Tracks and documents all critical changes to a claim
 - 6) Provides a multi-level approval process for all benefits paid
 - 7) Provides real-time reporting
 - 8) Allows remote access to system for authorized personnel for claims management and auditing purposes
 - 9) Provides vendor access to payment information and claim status verification
 - 10) Detects potential duplicate benefit payments

Section Seventeen. Operating Procedures

1. Application Processing

- A. Applications received at the VOCP office are sent to the VOCP contractor for processing within 1 business day of receipt. The VOCP contractor enters completed applications into the claims management system, and provides notification to the compensation officer and Administrative Assistant assigned to the claim. The application is scanned and saved in electronic format to the new claim established in the claims management system.
- B. The VOCP contractor will attempt to contact applicant or their designated representative as provided to the VOCP in the application by telephone or email for required information if the application submitted is incomplete. If the VOCP contractor is unable to obtain all information required to process the application in the system, the application will be returned to the applicant or their designated representative with a letter documenting what information is needed. If no mailing address or contact information is provided, the application will be logged and shredded.

2. Document Processing

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- 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 ~~VOCP coordinator~~ Program Manager or the coordinators designee, 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

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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 ~~VOCP-contractor-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 ~~VOCP-contractor-Program Manager~~. Upon receipt of the Affidavit, the ~~VOCP-contractor-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 mailed directly to the VOCP-contractor.~~ The ~~VOCP-contractor-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

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- A. Before January 31st of each year, the VOCP contractor will produce and mail 1099's to all vendors receiving payment from the Victims of Crime Program during the prior calendar year. The VOCP contractor is also responsible for obtaining and maintaining required W-9 forms, filing required tax reports with the IRS and responding to B-Notices.

9. Excluded Parties List

- A. The VOCP contractor will ensure that all vendors added to the VOCP claim system are not on the Federal Excluded Parties List. The VOCP coordinator will be notified immediately if any vendor providing services is found on the Excluded Parties List. Existing vendors found on the list will be suspended, and no payments will be issued until they are removed from the list.

10. Deposits

- A. All payments received for deposit will be stamped with the VOCP endorsement stamp upon receipt by an Administrative Assistant. Refunds and other payments associated with a claim will be entered into the claim management system, and copies of the documents sent to the VOCP contractor for scanning into the claim file.
- 7) After entering the information into the claims management system, the Administrative Assistant will send the payment to Administrative Services for processing. Payments will be sent to Administrative Services for depositing by Thursday of every week. Items over \$10,000 will be sent immediately.

Section Eighteen. Operational Goals and Standards

1. General

- A. To meet the mission of providing timely assistance to victims of crime, the program has adopted the following standards, with the goal of meeting or exceeding the stated standards at least 95% of the time. These standards are aspirational. Failure to meet any specified goal, in any case, will not be considered a violation of these policies:
 - 1) Documents and applications received at the VOCP offices are to be sent to the contractor for processing within 1 business day of receipt.
 - 2) Applications are to be entered into the system and a claim number assigned within 1 business day of receipt by the contractor.
 - 3) ~~The contractor~~ 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.

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- 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~~Department to report certain information to the Nevada Legislature ~~when it meets~~ biannually. This section states:

"The ~~Board~~ Department 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 ~~Department and the Board of Examiners~~ that includes the information required by NRS 217.250 and transmit the report to the ~~Department and Board of Examiners~~ as ~~it~~ they may require.

2. Reports to the Board ~~of Examiners~~

- A. NRS 217.260 requires the ~~Board of Examiners~~Department 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~~Department 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

Nevada Victims of Crime Program Policies

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
- 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.3791500(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)

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- 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-Thirty-six and one-half percent of the amount distributed to the Office of Court Administrator for:

(I) The administration of the courts;

(II) The development of a uniform system for judicial records; and

(III) Continuing judicial education.

(2) 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.

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Nevada Victims of Crime Program Policies

(53) 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.

(46) 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."

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- 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.

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(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

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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

Adopted August 9, 2016

Nevada Victims of Crime Program Policies

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:

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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

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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 or 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

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In 1984, VOCA established the Crime Victims Fund (hereinafter referred to as the Fund) in the U.S. Treasury to receive deposits from fines, penalties, and bond forfeitures levied on criminals convicted of federal crimes. The Fund is administered by OVC to support the activities authorized by VOCA. OVC makes annual VOCA crime victim compensation grants from the Fund to eligible states and territories. The primary purpose of these grants is to supplement state efforts to provide financial assistance and reimbursement to crime victims throughout the Nation for costs associated with crime, and to encourage victim cooperation and participation in the criminal justice system. With the exception of most property damage and loss as explained in these Final Guidelines, state crime victim compensation programs may use VOCA compensation grant funds to pay for eligible expenses allowed by state compensation statute, rule, or other established policy.

III. Funding Allocations

A. Distribution. By statute, deposits are to be allocated as follows:

- 1. Child Abuse Prevention and Treatment Grants. Up to \$20 million of the first amounts deposited in the Fund are allocated to Child Abuse Prevention and Treatment Grants. Of these funds, 85 percent are forwarded to the Department of Health and Human Services. The remaining 15 percent is retained by OVC to assist Native American Indian tribes in developing, establishing and operating child abuse programs.*
- 2. Federal Criminal Justice System. Specific amounts are earmarked by Congress annually for improving services for the benefit of crime victims in the Federal criminal justice system.*
- 3. Remaining Fund Deposits. The remaining fund deposits are distributed as follows:*
 - a. Victim Compensation Grants. Forty- eight and one half percent (48.5%) is available to eligible state programs for crime victim compensation.*
 - b. Victim Assistance Grants. Forty- eight and one half percent (48.5%) is available to states for victim assistance grants. Unused funds from the victim compensation portion of the deposits are added to this amount.*
 - c. Discretionary Grants. Three percent (3%) is available to OVC for demonstration 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

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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.

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(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*

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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.

Nevada Victims of Crime Program Policies

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.

Nevada Victims of Crime Program Policies

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

Nevada Victims of Crime Program Policies

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

Nevada Victims of Crime Program Policies

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

Nevada Victims of Crime Program Policies

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,

Nevada Victims of Crime Program Policies

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

Nevada Victims of Crime Program Policies

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.

Nevada Victims of Crime Program Policies

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: September 10, 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

A handwritten signature in blue ink, appearing to be "AU", with a long, sweeping line extending upwards and to the right.

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

**DEPARTMENT OF BUSINESS AND INDUSTRY -
DIVISION OF INDUSTRIAL RELATIONS - OSHA**

Agenda Item Write-up:


Pursuant to NRS 334.010 the Department of Business and Industry, Division of Industrial Relations, Occupational Safety and Health Enforcement Program (OSHA), requests approval to purchase a new vehicle for a total amount not to exceed \$41,504.25 during Fiscal Year 2019.

Additional Information:

The request is to purchase a 2018 Chevrolet Suburban sports utility vehicle to be used in the Nevada Occupational Safety and Health Administration (NVOSHA) program, for the purpose of supporting field operations and training events by transporting NVOSHA's unmanned aerial vehicles, ancillary equipment, and personnel. The funding for this vehicle will be provided by a one-time federal Occupational Health and Safety Act 23(g) grant, which has been presented for approval at the October 24, 2018 meeting of the Interim Finance Committee on Work Program #C44613. The grant award requires a 50% agency match that will be met by using existing authority in Category 01 (Personnel Services) for additional purchases of equipment and supplies in support of the NVOSHA program.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

<p>REVIEWED: </p> <p>ACTION ITEM: _____</p>
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**Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010**

Agency Name: 742 - Industrial Relations Division	Budget Account #: 4682
Contact Name: Resty Malicdem	Telephone Number: 702-486-9045
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>\$41,475.00</u></p> <p>Is the requested vehicle(s) new or used: <u>NEW</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: SUBURBAN 4WD, 2019, CK15906 fl, 1/2 TON, 4x4 8-9 PASSENGERS</p> <p>Mission of the requested vehicle(s): <small>Primary vehicle for transporting Nevada OSHA's unmanned aerial vehicles and ancillary equipment along with materials, as well as transporting materials, equipment and personnel in support of field operations and training events.</small></p>	
<p>Were funds legislatively approved for the request?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number: Work Program #C44613 (pending)</p> <p>If no, please explain how the vehicles will be funded?</p>
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input checked="" type="checkbox"/> <u>1</u> Addition(s) <input type="checkbox"/> Replacement(s)</p>	
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</p> <p>Requested vehicle is designated "Smart Way" per Nevada State Purchasing website.</p>	
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____</p> <p>Vehicle #2 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>_____</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>_____</p>
<p>APPOINTING AUTHORITY APPROVAL:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> _____ Agency Appointing Authority </div> <div style="text-align: center;"> _____ Title </div> <div style="text-align: center;"> <u>7/9/18</u> _____ Date </div> </div>	
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> _____ Board of Examiners </div> <div style="text-align: center;"> _____ Date </div> </div>	

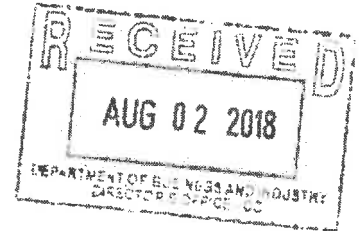
Revised 7/13/10

VEHICLES

#1

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)



FINDLAY CHEVROLET

5.5 SPORT UTILITY VEHICLE: 1/2 Ton; 4x4 8-9 passengers

(i.e. 1 1/2 Sedan, Full size, 4 door, 6 passenger)

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Suburban 4WD, 2019, CK15906 FL	\$44,875.00	\$41,475.00

Provide MSRP pricing: \$54,110.00

State vehicle miles per gallon (MPG): City 15 Highway 22

State manufactures warranty: 3YR OR 36K BASIC - 5YR OR 100K DRIVETRAIN & ROADSIDE

Specify engine size and emission rating: 5.3L EcoTec3 V8 with Active Fuel Management E85

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

(Refer to page 6 of bid)

Exterior Color: List available colors:

Black, Summit White, Silver Ice Metallic, Satin Steel Metallic

Blue Velvet Metallic, Shadow Gray Metallic, Pepperdust Metallic

\$495.00 Siren Red Tintcoat

Seats, Cloth or Vinyl: List available colors:

Jet Black

GVW: 7500

(When Applicable)

WHEELBASE: 116

(When Applicable)

Not purchasing options

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: September 10, 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 BUSINESS AND INDUSTRY -
DIVISION OF INDUSTRIAL RELATIONS -
SAFETY CONSULTATION AND TRAINING**

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Business and Industry, Division of Industrial Relations, Safety Consultation and Training Program, requests approval to purchase seven replacement vehicles for a total amount not to exceed \$159,704.75 during Fiscal Year 2019.

Additional Information:

The request is to purchase seven 2018 Jeep Cherokee sports utility vehicles to be used for the agency's Safety Consultation and Training (SCATS) program. These new vehicles will replace seven existing agency-owned vehicles. Ninety per cent of the funding for these vehicles will be provided by a one-time federal Occupational Health and Safety Act (OSHA) 21(d) grant, which has been presented for approval at the October 24, 2018 meeting of the Interim Finance Committee on Work Program #C44588. The grant award requires a 10% agency match that will be met by using existing authority in Category 16 (21D Consultation Program).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

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

Agency Name: 742 - Industrial Relations Division		Budget Account #: 4685	
Contact Name: Stephen Rodgers		Telephone Number: 702-486-9150	
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: 7		Amount of the request: \$159,704.75	
Is the requested vehicle(s) new or used: NEW			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:			
JEEP CHEROKEE SUV, 4WD, 2018, KLJM74, 4-6 PASSENGERS			
Mission of the requested vehicle(s):			
To serve client needs. To access unimproved and minimally improved areas year round (winter) to include Elko, Ely, Lake Tahoe, and outlying areas of the state (SUV, 4x4, 4-6 pax).			
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: Work Program #C44588 (pending) If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):			
<input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 7 Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. Yes, exempt			
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: Malibu, 2001 (EX39457) Odometer Reading: 40930 Type of Vehicle: Sedan Vehicle #2 Model Year: Malibu, 2003 (EX43564) Odometer Reading: 30325 Type of Vehicle: Sedan <i>Please attach an additional sheet if necessary</i>		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. To access unimproved and minimally improved areas year round (winter), to include Elko, Ely, Lake Tahoe, and outlying areas of the state (SUV, 4x4, 4-6 pax).	
APPOINTING AUTHORITY APPROVAL:			
 _____ Agency Appointing Authority		 _____ Title	
		9/4/18 _____ Date	
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
_____ Board of Examiners		_____ Date	

Revised 7/13/10

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

Page 2

Vehicle #3 Model Year: Impala, 2003 (EX43501) ✓
Odometer Reading: 45140
Type of Vehicle: Sedan

Vehicle #4 Model Year: Blazer, 2002 (EX42289) ✓
Odometer Reading: 54809
Type of Vehicle: SUV

Vehicle #5 Model Year: Breeze, 1999 (EX58906)
Odometer Reading: 28211 ✓
Type of Vehicle: Sedan

Vehicle #6 Model Year: Blazer, 2002 (EX42278) ✓
Odometer Reading: 64185
Type of Vehicle: SUV

Vehicle #7 Model Year: Impala, 2003 (EX43588) ✓
Odometer Reading: 40486
Type of Vehicle: Sedan

VEHICLES

#1 (for Reno, plus \$29.25)

#2 (for Las Vegas, plus \$29.25)

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

DEALER NAME: Carson Dodge Chrysler Jeep

Specify State's Vehicle Item Number: 5.2A Jeep Cherokee Latitude 4x4 (FWD SEE Options)

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

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
JEEP CHEROKEE, 2018, KLJM74	\$22,700.00	\$23,000.00

State vehicle miles per gallon (MPG): 21/28**State manufactures warranty: 3-36,000 COMP AND 5/100,000 POWERTRAIN****Specify engine size and emission rating: 2.4L I4, Multi Air; 9Spd Automatic Trans****Includes Minimum Standard Equipment Listed: ☒ X Yes ☐ No If no, state exceptions:****Exterior Color: List available colors:**

Billet Silver, Bright White, Diamond Black, Granite Crystal, Hydro Blue, Patriot Blue

Seats, Cloth: List available colors:

Black or Black/Lt Frost

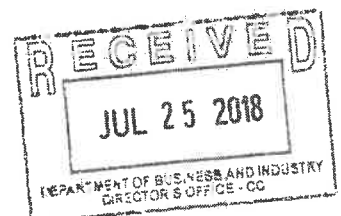
GVW: 5500 #

(When Applicable)

WHEELBASE: 107

(When Applicable)

Not purchasing options





**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: September 10, 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 replacement vehicle in FY19 for a total amount not to exceed \$36,203.25.

Additional Information:

Funding for the FY19 purchase of the replacement vehicle was provided in the agency's 2017-19 legislatively approved budget (decision unit E716) in the amount of \$29,453. The current quoted purchase price creates a budget deficit of \$6,750.75. The agency will cover extra cost of the vehicle with excess Plan Review Fees estimated to be collected in FY19.

The requested vehicle replacement meets the Purchasing Division's age and/or mileage replacement criteria and will support the Division's ongoing emergency response/business operations 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 – STATE FIRE MARSHAL'S OFFICE	1	\$36,203.25
Total:	1	\$36,203.25

Brian Sandoval
Governor



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: September 4, 2018

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

FROM: Kristi Defer, ASO I 

SUBJECT: Request for Approval to Purchase a State 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. The cost of the vehicle is \$36,203.25 to include DMV Title and DRS Fees, and it will be stationed in Carson City. The funding will be 100% from Plan Review Fees. Purchase of vehicle is contingent upon BOE approval. 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: DPS State Fire Marshal	Budget Account #: 656
Contact Name: Kristi Defer, ASO I	Telephone Number: 775-684-7509
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>1</u> Amount of the request: <u>\$36,203.25</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick up truck</u> Mission of the requested vehicle(s): Vehicle will replace Chief's current vehicle that is due for replacement per SAM 1316. Vehicle will be utilized for state business, hauling/towing equipment, and emergency response.	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: <u>E716</u> If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>No, exempt per NAC 486A.135 as vehicle is used for emergency response in a State emergency.</u>	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) <u>Current Vehicle Information:</u> Vehicle #1 Model Year: <u>2008</u> Odometer Reading: <u>131,201</u> Type of Vehicle: <u>Dodge RAM 2500</u> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1300? If no, explain why the vehicle is being replaced. <u>Yes</u> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> _____ Agency Appointing Authority </div> <div style="text-align: center;"> Chief, State Fire Marshal _____ Title </div> <div style="text-align: center;"> 9/4/18 _____ Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> _____ Board of Examiners </div> <div style="width: 40%;"> _____ Date </div> </div>	

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.:	2019 Ford F-250 XLT 4x4 Crew Cab 6.75" box 160" WB SRW Quote 42318		
Dealer Name:	Capital Ford		
Delivery Location:	Carson City		
Vehicle Colors:	Exterior: Oxford White	Interior: Medium Earth Gray	X Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 44,655	\$44,655
SPECIFY OPTIONS: (description)			\$
Vehicle Destination Charge		\$1,495	
Extra Extra HD Alternator (240 Amp)		\$85	
EPC Nevada Cost Adjustment		\$(7,600)	
Discount		\$(2,461)	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$36,174
Total purchase price with options			\$
DMV Title and DRS Fee's		\$29.25	\$36,203.25
GRAND TOTAL:			\$36,203.25

Registered Owner:	Agency Name & Address: Dept. of Pub Safety Fire Marshal Div 107 Jacobsen Way Carson City, NV 89711
Legal Owner:	Agency Name & Address: Dept. of Pub Safety Fire Marshal Div 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:	Bart Chambers 775-684-7506

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

Agency DPS-State Fire Marshal RX No. _____

Contact Kristi Defer, ASO I Phone No. 775-684-7509

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:

☒ 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

☐ 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

☒ If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification
Per NAC 486A.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 _____



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

Customer Proposal

Prepared for:

B Chambers
Fire Marshall

Prepared by:

TIMOTHY SMITH
Office: 775-882-5353
Email: Tsmith@capitalfordonline.com

Date: 08/09/2018

Vehicle: 2019 F-250 XLT
4x4 SD Crew Cab 6.75' box 160" WB SRW
Quote ID: 42318





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

2019 F-250, SD Crew Cab
4x4 SD Crew Cab 6.75' box 160" WB SRW
XLT(W2B)
Price Level: 925 Quote ID: 42318

Selected Equipment & Specs

Dimensions

- * Exterior length: 250.0"
- * Exterior width: 80.0"
- * Wheelbase: 160.0"
- * Rear track: 67.2"
- * Min ground clearance: 8.2"
- * Rear legroom: 43.6"
- * Rear headroom: 40.4"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.9"
- * Approach angle: 17.9 deg
- * Cargo volume: 52.1cu.ft.
- * Box length: 81.9"
- * Cab to axle: 39.9"
- * Exterior height: 81.5"
- * Front track: 68.3"
- * Turning radius: 26.5'
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 131.7cu.ft.
- * Departure angle: 22.1 deg
- * Maximum cargo volume: 52.1cu.ft.

Powertrain

- * 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- * federal
- * Part-time
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * TorqShift-G 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 18 x 8 silver aluminum wheels
- * Rear rigid axle leaf spring suspension with HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT275/65SR18 EBSW AS front and rear tires

Body Exterior

- * 4 doors
- * Conventional right rear passenger
- * Turn signal indicator in mirrors
- * Chrome bumpers
- * Bed-rail protectors
- * Box style: regular
- * Front and rear 18 x 8 wheels
- * Conventional left rear passenger
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Class V trailer hitch with with brake controller and trailer sway control
- * Trailer harness
- * Clearcoat paint
- * 2 front tow hook(s)

Convenience

- * Manual air conditioning with air filter
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Wireless phone connectivity
- * 2 1st row LCD monitors
- * Dual visor mirrors
- * Driver and passenger door bins
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 911 Assist emergency SOS
- * AppLink smart device integration
- * Front and rear cupholders
- * Full overhead console
- * Rear door bins

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

Prepared for: **B Chambers, Fire Marshall**
By: **TIMOTHY SMITH** Date: **08/09/2018**



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

2019 F-250, SD Crew Cab
 4x4 SD Crew Cab 6.75' box 160" WB SRW
 XLT(W2B)
 Price Level: 925 Quote ID: 42318

Selected Equipment & Specs (cont'd)

Seats and Trim

- * Seating capacity of 6
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * 60-40 folding rear split-bench seat
- * Metal-look instrument panel insert
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage
- * Cloth seat upholstery

Entertainment Features

- * SiriusXM AM/FM/Satellite radio with radio data system
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 7 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Deep tinted windows
- * Tachometer
- * Compass
- * Camera(s) - rear
- * Trip computer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front and rear reading lights
- * Oil pressure gauge
- * Outside temperature display
- * Low tire pressure warning
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints with tilt
- * Brake assist with hill hold control
- * Electronic stability control
- * Dual front impact airbag supplemental restraint system
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * 3 manually adjustable rear head restraints

Dimensions

General Weights

Curb	6478 lbs.	GVWR	10000 lbs.
Payload	3470 lbs.		

Front Weights

Front GAWR	4800 lbs.	Front curb weight	3819 lbs.
Front axle capacity	6000 lbs.	Front spring rating	4800 lbs.
Front tire/wheel capacity	6830 lbs.		

Rear Weights

Rear GAWR	6340 lbs.	Rear curb weight	2659 lbs.
Rear axle capacity	6200 lbs.	Rear spring rating	6340 lbs.
Rear tire/wheel capacity	6830 lbs.		

Trailer Type

Type	Regular	Harness	Yes
Class	V	Hitch	Yes

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Prepared for: B Chambers, Fire Marshall
 By: TIMOTHY SMITH Date: 08/09/2018



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

2019 F-250, SD Crew Cab
 4x4 SD Crew Cab 6.75' box 160" WB SRW
 XLT(W2B)
 Price Level: 925 Quote ID: 42318

Selected Options

Code	Description	MSRP
Base Vehicle		
W2B	Base Vehicle Price (W2B)	\$44,655.00
Packages		
603A	Order Code 603A	N/C
	<i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i> - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT275/65Rx18E BSW A/S - Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i> - Cloth 40/20/40 Split Bench Seat <i>Includes 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.</i> - Radio: AM/FM Stereo/MP3 Player <i>Includes 7 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - SiriusXM Radio <i>Includes a 6-month prepaid subscription. Services are not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i>	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
	<i>Flex-Fuel badge on fleet orders only.</i>	
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TCH	Tires: LT275/65Rx18E BSW A/S	Included
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum	Included
	<i>Includes bright hub covers/center ornaments.</i>	
Seats & Seat Trim		
3	Cloth 40/20/40 Split Bench Seat	Included
	<i>Includes 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	

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

Prepared for: B Chambers, Fire Marshall
 By: TIMOTHY SMITH Date: 08/09/2018



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

2019 F-250, SD Crew Cab
 4x4 SD Crew Cab 6.75' box 160" WB SRW
 XLT(W2B)
 Price Level: 925 Quote ID: 42318

Selected Options (cont'd)

Code	Description	MSRP
Other Options		
160WB	160" Wheelbase	STD
67E	Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
PAINT	Monotone Paint Application	STD
585	Radio: AM/FM Stereo/MP3 Player	Included
	<i>Includes 7 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. - SiriusXM Radio Includes a 6-month prepaid subscription. Services are not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.	
Emissions		
425	50-State Emissions System	STD
Interior Colors		
3S_01	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
SUBTOTAL		\$44,740.00
Destination Charge		\$1,495.00
TOTAL		\$46,235.00

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

Prepared for: B Chambers, Fire Marshall
 By: TIMOTHY SMITH Date: 08/09/2018



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

2019 F-250, SD Crew Cab
4x4 SD Crew Cab 6.75' box 160" WB SRW
XLT(W2B)
Price Level: 925 Quote ID: 42318

Pricing - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$44,655.00
Options & Colors	\$85.00
Upfitting	\$0.00
Destination Charge	\$1,495.00

Subtotal \$46,235.00

Pre-Tax Adjustments

Code	Description	
GPC Nevada		-\$7,600.00

Subtotal \$38,635.00

Discount Adjustments

Discount	-\$2,461.00
----------	-------------

Total \$36,174.00

+ 29.75 (DMV)
\$36,203.75

Customer Signature

Acceptance Date

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

Prepared for: B Chambers, Fire Marshall
By: TIMOTHY SMITH Date: 08/09/2018

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: September 7, 2018

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

From: Bessie J. Wooldridge, Executive Branch Budget Officer
Budget Division

A handwritten signature in blue ink, appearing to read "Bessie J. Wooldridge".

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 HEALTH
CARE FINANCING AND POLICY (DHCFP)**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with a former employee, Marta Jensen, to provide administrator duties until a new Administrator is hired. **Relates to Contract Agenda Item #15, Contract Number 20995.**

Additional Information:

Ms. Jensen served as the Administrator of the Division and Nevada State Medicaid Director from August 31, 2015 until her retirement on October 26, 2018. The Department of Health and Human Services has undertaken a national search for the new Administrator. It is anticipated that the timeframe for recruiting and filling the position may be substantial due to the high level of knowledge and experience required of a State Medicaid Director. The item requests to contract with Ms. Jensen for a six-month period between October 30, 2018 to April 30, 2019.

Upon approval of this request, Ms. Jensen will work full-time until a replacement is hired. Once a new administrator is hired, Ms. Jensen's hours will be reduced to part-time on an as need basis for consultation with the new administrator.

Statutory Authority:

NRS 333.705(1)

REVIEWED: _____



ACTION ITEM: _____

BRIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

MARTA JENSEN
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>

RECEIVED

AUG 31 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

MEMORANDUM

Date: August 14, 2018

TO: Bessie Wooldridge, Executive Branch Budget Officer 1, Governor's Finance Office

THROUGH: Richard Whitley, Director, Department of Health & Human Services *John*

FROM: Ellen Crecelius, Chief Financial Officer, Division of Health Care Financing and Policy *Ellen*

RE: Authorization to Contract with a Former Employee – Marta Jensen

Pursuant to NRS 333.705, subsection 1, the Division of Health Care Financing and Policy (DHCFP) is requesting authority to contract with a retired state employee, Ms. Marta Jensen, to oversee the Division until a new Division Administrator is hired.

Ms. Jensen served as the Administrator of the Division and the Nevada State Medicaid Director from August 31, 2015 until her retirement on October 26, 2018. The Department of Health and Human Services has undertaken a national search for a new Administrator. It is anticipated that the timeframe for recruiting and filling the position may be substantial due to the high level of knowledge and experience required of a State Medicaid Director. This memorandum requests authority to contract with Ms. Jensen for the six-month period between October 30, 2018 and April 30, 2019.

Upon approval of this request, Ms. Jensen will work full-time until a replacement is hired. Once a new administrator is hired, Ms. Jensen's hours will be reduced to part-time on an "as needed basis" for consultation with the new administrator.

Please let me know if you have any questions or need additional information.



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701

Phone: (775) 684-0170 | Fax: (775) 684-0188

Authorization to Contract with a Former Employee

Employee Information

Former Employee Name: Marta Jensen

Former Employee ID Number: 04715

Former Job Title: U4610 Administrator

Former Employee Agency: 403 Division of Health Care Financing and Policy

Former Class and Grade: Unclassified

Former Employment Dates: 9/20/1993 – 10/26/2018

Contracting Agency: 403 Division of Health Care Financing and Policy

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.

The contractor will oversee division by functioning as the division administrator and State Medicaid Director until a new administrator is hired. After a new administrator is hired, the contractor will serve in a consultant role to transfer specialized knowledge to the new administrator.

b. Document former job description.

Ms. Jensen served as the State Medicaid Director and division administrator. She was responsible for overseeing and guiding division operations and policy/rate/budget development for the division.

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, Ms. Jensen has specialized knowledge related to the Nevada Medicaid program. Once a new administrator is hired, Ms. Jensen will serve in a consultant capacity to transfer knowledge to the new administrator.

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

The division currently has one vacant deputy administrator position and the remaining deputy has worked at the division just over one year. Oversight of the division by an experienced administrator is needed to continue division operations and ensure compliance with federal regulations.

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 director of the Department of Health and Human Services will oversee the contractor and is not related to Ms. Jensen.

f. List contractor's hourly rate.

\$75.00 per hour

g. List the range of comparable State employee ranges.

The Employee/Employer rate for this position is \$127,906 with \$32,559 of benefits for a total of \$160,465.

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?

This rate is comparable with the current rate for the administrator position.

i. Document justification for hiring contractor.

The contractor will oversee and provide leadership for the division during budget development and preparation for the 2019 Legislative Session.

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)

October 30, 2018 – April 30, 2019

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

The contractor will be working full-time until a new division administrator is hired and then part-time up to 20 hours per week.

Comments:

 8/30/18
Contracting Agency Head's Signature and Date

 9/7/14
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: September 5, 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, Brad Durski. HDR Engineering, Inc. has hired Mr. Durski and plans to utilize him to fill an engineering position to use his expertise in performing a constructability review of the bidding documents, specifically a check of the structural elements on the Centennial Bowl project (US-95 NW Phase 3) Agreement.

Additional Information:

Mr. Durski will retire from state service on October 19, 2018. HDR Engineering, Inc. was selected to perform the required services for the Centennial Bowl in December 2009. Mr. Durski will retire as a Manager 1, Registered Professional Engineer (Resident Engineer) and has spent over 25 years with the Nevada Department of Transportation. Mr. Durski has had no influence or authority over consultant procurement for any state project for which HDR Engineering, Inc. has participated.

Statutory Authority:

NRS 333.705

REVIEWED:	
ACTION ITEM:	



MEMORANDUM

RECEIVED
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
AUG 30 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

August 29, 2018

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director DocuSigned by: Rudy Malfabon
Subject: Authorization to Contract with a Former Employee – Brad Durski C2B84D64-698B-4D57-B6E7-F2D965D21086

SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with retired state employee, Mr. Brad Durski. Mr. Durski will retire from state service on October 19, 2018. HDR Engineering, Inc. has hired Mr. Durski to fill an engineering position and is requesting to use his expertise in performing a constructability review of the bidding documents, specifically a check of the structural elements, on Agreement P011-10-015, Project 73518E1P.

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.

Phase 3D/E of the Centennial Bowl Interchange will include construction of the westbound CC-215 to northbound US-95, southbound US-95 to westbound CC-215, eastbound CC-215 to northbound US-95, widen northbound US-95 to eastbound CC-215 to two (2) lanes, construct Sky Pointe interchange from Centennial Parkway to Azure Drive, realign and widen Oso Blanca Road and connect to Centennial Center Boulevard, upgrade CC-215 to divided six (6) lane freeway from Tenaya Way to Grand Montecito Parkway and construct a multi-use path from Sky Pointe Drive to Grand Montecito Parkway.

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, HDR Engineering, Inc. was selected to perform the required services for the Centennial Bowl in 2009. The services require expertise of an engineer to provide engineering services for the design of the Centennial Bowl. Mr. Durski will begin his employment with HDR Engineering, Inc. on October 22 of this year. Upon his start, HDR Engineering, Inc. has requested to use Mr. Durski's expertise to assist in the constructability review of the structural elements for the Centennial Interchange structures. Mr. Durski spent over 25 years with NDOT serving in District II and brings tremendous value and expertise to this project.

At no time during Mr. Durski's State service was Mr. Durski involved in the RFP procurement and selection of HDR Engineering, Inc. for the required services for the Centennial Bowl, nor did he participate in the project in any capacity leading up to his retirement.

RECOMMENDATION

We respectfully request your consideration for approval for NDOT to allow the addition of Mr. Durski to HDR Engineering, Inc. to complete the constructability review for the associated structures with the Centennial Bowl, Agreement P011-10-015, Project 73518.

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey Haag
Administrator

N

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:	Brad Durski
Former Employee ID Number:	00685
Former Job Title:	Manager 1, Registered Professional Engineer (Resident Engineer)
Former Employee Agency:	Department of Transportation
Former Class and Grade:	Grade: 43
Former Employment Dates:	January 27, 1993 through October 19, 2018.
Contracting Agency:	HDR Engineering, Inc.

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.

Resident Engineer on large scale highway projects for NDOT.

b. Document former job description.

Resident Engineer – Supervised NDOT construction crews that administered NDOT construction projects, constructed by contractors. The crew was responsible for inspecting, testing, construction surveying, and office administration of assigned NDOT projects. Duties included managing the field crew, training staff, advising NDOT Headquarters of project status, solving problems on projects.

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

Yes, the former employee has some specialized knowledge of the agencies operations. He is very familiar with NDOT's roadway specifications, standard plans, documentation standards and administration for roadway construction due to his 25 years of experience at NDOT. All of Mr. Durski's 25 years of experience were on an NDOT Construction crew. No clause exists for the transfer of specialized knowledge of the contracting agency.

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

Manpower shortage due to the increasing size of the NDOT program.

- 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](#).**

N/A – no relationships exist

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

\$60 per hour

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

\$51.08 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?**

The contract rate exceeds the maximum rate for Mr. Durski's previous rate. The contract employee is seasonal with layoffs during the winter when project work is suspended and work locations vary throughout the state with temporary assignments. Benefits like sick leave and retirement in the private sector are also different.

- i. Document justification for hiring contractor.**

Limited NDOT Staff are available.

- 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)**

This contract will start in October of 2018 and end when HDR does not have the enough work to keep Mr. Durski busy.

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

Full time with seasonal layoffs.

Comments:

DocuSigned by:

Randy Mayhew

08/29/2018

C4C7CE3C0584445...

Contracting Agency Head's Signature and Date

Budgette Gainsdon 9/5/18

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Amendment No. 5 to
Consultant's Agreement No. P011-10-015

This Amendment is made and entered into on 5/8/2017, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and HDR Engineering, Inc., 6750 Via Austi Parkway, Suite 350, Las Vegas, Nevada, 89119, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, on December 15, 2009, the Parties entered into Agreement No. P011-10-015 to provide engineering services to design a new System-to-System Interchange (Centennial Bowl) at the Bruce Woodbury Beltway (CC-215) and US-95; and

WHEREAS, on April 7, 2011, the Parties entered into Amendment No. 1 to Agreement No. P011-10-015 to increase the amount to be paid to the CONSULTANT by \$389,283.00 to provide traffic modeling and analysis necessary to accommodate the request from the City of Las Vegas to incorporate a service interchange into the design of the System-to-System Interchange, also added a contingency budget in the amount of \$371,717.00, and extended the termination date from July 31, 2012, to December 31, 2013; and

WHEREAS, on October 28, 2013, the Parties entered into Amendment No. 2 to the Agreement No. P011-10-015 to amend the termination date due to the delay of available construction funding from December 31, 2013, to December 31, 2018; and

WHEREAS, on March 24, 2014, the Parties entered into Amendment No. 3 to Agreement No. P011-10-015 to amend the scope of work performed by the CONSULTANT but did not change the amount to be paid to the CONSULTANT. The scope of work was amended to include designing the structures and retaining walls for Phase 3A, performing traffic operations and modeling for Phase 3A, and providing support for project management, public information, and outreach; and

WHEREAS, on March 28, 2017, the Parties entered into Amendment No. 4 to Agreement No. P011-10-015 to amend the scope of work performed by the CONSULTANT due to additional work needed to complete the design and construction of Phase 3C of the Centennial Bowl Interchange. The termination date was amended from December 31, 2018, to December 31, 2020, due to the delay of available construction funding. The scope of work was amended to include assistance with the design of the structures for Phase 3C, performing the required analysis and preparing the Change in Control of Access Report for the Centennial Bowl Interchange, and continuing to provide support for project management, public information, and outreach; and

WHEREAS, the amount of direct salary costs, other direct costs and indirect costs shown in Amendment No. 4 were incorrect and required correction; and

WHEREAS, a portion of the contingency funds (\$60,914.39) have been authorized for use and were expended. This Amendment No. 5 is needed to clarify the remaining balance of those contingency funds (\$310,802.61) and revise the total cost of the Agreement (\$5,274,179.07); and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P011-10-015.

NOW, THEREFORE, the Parties agree as follows:

1. Article IV, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:

"Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Four Million Five Hundred Ninety-Three Thousand One Hundred Ninety-Six and 12/100 Dollars (\$4,593,196.12). The fixed fee, to cover profit, shall be Three Hundred Seventy Thousand One Hundred Eighty and 34/100 Dollars (\$370,180.34). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope."

2. Article IV, Paragraph 4, is amended by deleting it in its entirety and inserting in its place:

"The total cost of the services by the CONSULTANT shall not exceed the sum of Five Million Two Hundred Seventy-Four Thousand One Hundred Seventy-Nine and 07/100 Dollars (\$5,274,179.07), which includes the fixed fee and contingency fee."

3. Article IV, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

"Due to the scope and nature of the PROJECT, contingency funds have been established to address unanticipated and unforeseen CONSULTANT services outside of the Scope of Services that may be required to complete the PROJECT in a timely manner. The scope of services requiring the use of contingency funds will be agreed upon in writing by the parties to this Agreement prior to the commencement of such services. The cost of contingency services will also be negotiated prior to performing the services and will include direct salary costs, other direct costs, indirect costs and the fixed fee. The fixed fee will be determined by applying the percentage rate negotiated and will be an amount proportionate to the services being performed. The total costs of direct salary costs, other direct costs, indirect costs, and the fixed fee for the contingency funds shall not exceed the sum of Three Hundred Ten Thousand Eight Hundred Two and 61/100 Dollars (\$310,802.61). Contingency services to be performed by the CONSULTANT shall not commence until receipt of written approval by the DEPARTMENT. Any contingency funds not used during the term of this Agreement will not be paid to the CONSULTANT."

4. All of the other provisions of Agreement No. P011-10-015 dated December 15, 2009, Amendment No. 1 dated April 7, 2011, Amendment No. 2 dated October 28, 2013, Amendment No. 3 dated March 24, 2014, and Amendment No. 4 dated March 28, 2017, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CONSULTANT
HDR Engineering, Inc.

DocuSigned by:

Ruedy Edgington

4EB8C57133754E8...

Ruedy Edgington, Vice President

Name and Title (Print)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Ruedy Edgington

C4C7CE5CD584445...

Director

Approved as to Legality and Form:

DocuSigned by:

Lou Holland

5247B1170C844C7

Deputy Attorney General

Amendment No. 4 to
Consultant's Agreement No. P011-10-015

This Amendment is made and entered into on 3/28/2017, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and HDR Engineering, Inc., 6750 Via Austi Parkway, Suite 350, Las Vegas, Nevada 89119, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, on December 15, 2009, the Parties entered into Agreement No. P011-10-015 to provide engineering services to design a new System-to-System Interchange (Centennial Bowl) at the Bruce Woodbury Beltway (CC-215) and US-95; and

WHEREAS, on April 7, 2011, the Parties entered into Amendment No. 1 to Agreement No. P011-10-015, to increase the amount to be paid to the CONSULTANT to provide traffic modeling and analysis necessary to accommodate the request from the City of Las Vegas to incorporate a service interchange into the design of the System-to-System Interchange; and

WHEREAS, on October 28, 2013, the Parties entered into Amendment No. 2 to Agreement No. P011-10-015, to amend the termination date due to the delay of available construction funding; and

WHEREAS, on March 24, 2014, the Parties entered into Amendment No. 3 to Agreement No. P011-10-015 to amend the scope of work performed by the CONSULTANT but did not change the amount to be paid to the CONSULTANT. The CONSULTANT assisted the DEPARTMENT with the design of the structures and retaining walls for Phase 3A, performed traffic operations and modeling for Phase 3A, and provided support for project management, public information, and outreach.

WHEREAS, the amount to be paid to the CONSULTANT must be increased due to additional work needed to complete the design and construction of Phase 3C of the Centennial Bowl Interchange. The CONSULTANT will assist the DEPARTMENT with the design of the structures for Phase 3C, perform the analysis required, prepare the Change in Control of Access Report for the Centennial Bowl Interchange, and continue to provide support for project management, public information, and outreach.

WHEREAS, the termination date must be amended due to delay of available construction funding; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P011-10-015.

NOW, THEREFORE, the Parties agree as follows:

- A. The termination date referenced in Article II, Paragraph 1, shall be changed from December 31, 2018, to December 31, 2020.
- B. Article I, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:
 - 1. "The CONSULTANT agrees to assist the DEPARTMENT in the design and construction of the Centennial Bowl Interchange as shown in Exhibit D of this Amendment No. 4."
- C. Article IV, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:

2. "Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Four Million Six Hundred Eighty-Four Thousand Four Hundred Thirty-Nine and 07/100 Dollars (\$4,684,439.07). The fixed fee, to cover profit, shall be Three Hundred Seventy Thousand One Hundred Eighty and 34/100 Dollars (\$370,180.34). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope."

D. Article II is amended by inserting new Paragraph 13:

"HDR agrees to abide by the provisions within Attachment D - "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS," attached hereto and incorporated herein."

- E. All of the other provisions of Agreement No. P011-10-015 dated December 15, 2009, Amendment No. 1 to Agreement No. P011-10-015 dated April 7, 2011, Amendment No. 2 to Agreement No. P011-10-015, dated October 28, 2013, Amendment No. 3 to Agreement No. P011-10-015, dated March 24, 2014, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CONSULTANT
HDR Engineering, Inc.

DocuSigned by:

Ruedy Edgington

4EB8C57133754E6

Ruedy Edgington, Vice President
Name and Title (Print)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Ruedy May

C677LESCL584445

Director

Approved as to Legality and Form:

DocuSigned by:

Lon Holland

52478140CB44C7

Deputy Attorney General

EXHIBIT "D"

3.0 PROJECT MANAGEMENT

3.1 Design Meetings

These Subsections are revised as follows:

3.1.1 Kick-off Meeting

The SERVICE PROVIDER shall attend a kick-off meeting in Carson City with the DEPARTMENT design team members to review the scope of this Phase, receive input on areas of concern or special requirements, and gain an understanding of the current status of the roadway, traffic and bridge design efforts. The meeting shall be attended by the SERVICE PROVIDER's Project Manager, Structures Checking Lead, and Traffic Lead.

3.1.8 Monthly Design Team Meetings

The SERVICE PROVIDER shall attend the monthly design coordination meetings, draft and submit meeting notes to the DEPARTMENT Project Manager and appropriate attendees for review. The DEPARTMENT Project Manager shall schedule design meetings and distribute meeting notes unless otherwise stated. Monthly Design Team Meetings will be attended by the SERVICE PROVIDER's PM and no more than two (2) Discipline Leads. Meetings are anticipated to be held in the DEPARTMENT's Carson City office with video conferencing in Las Vegas.

3.2 Project Administration

This Subsection is revised as follows:

The SERVICE PROVIDER shall provide a committed, readily available management and design team focused on the US 95/CC 215 System Interchange Project (US 95 NW Corridor Phase 3) that is knowledgeable of past and proposed DEPARTMENT efforts, experienced with the proposed scope elements, and has the available capacity to successfully oversee all design efforts within the defined schedule. The SERVICE PROVIDER shall provide the Department monthly, detailed management reports clearly identifying project progress (budget and schedule). The project management reports will identify work completed, schedule and progress relative to the schedule, budget used and available for the various tasks, action items and work proposed for the coming month.

4.0 STRUCTURES

4.3 Independent Design Check

This Subsection is amended to include the following:

The SERVICE PROVIDER shall prepare independent design checks for Bridge I-3020, the NW Flyover Ramp; Bridge H-3026, the SE Flyover Ramp; and H-3025, the ES bridge over Oso Blanca Road, each which is to be designed by the DEPARTMENT's Structures Group. The independent design checks will consist of preparation of independent calculations for all bridge elements based on bridge design plans provided by the DEPARTMENT. The independent design checks will be performed after Intermediate design is completed and as design and details for the bridges are finalized.

The SERVICE PROVIDER shall perform a QA/QC review of the plans for Bridge I-3020, the NW Flyover Ramp; Bridge H-3026, the SE Flyover Ramp; and H-3025, the ES bridge over Oso Blanca Road, each which is to be designed by the DEPARTMENT's Structures Group. The bridge design plans will be provided by the DEPARTMENT.

6.0 TRAFFIC ANALYSIS (2035 RTC MODEL)

This Section is revised as follows:

The SERVICE PROVIDER shall perform traffic analysis including estimates of peak hour design hour volumes. Design hour volume estimates shall be completed following methodologies in the NDOT Traffic Forecasting Guidelines (August 2012) and shall be based on Southern Nevada RTC's regional travel demand model as approved by the DEPARTMENT. A *Traffic Forecasting Methodology and Assumptions Memorandum* shall be prepared and submitted to the DEPARTMENT for approval prior to performance of operational analyses. Traffic analyses shall include AM and PM peak hours for 1) Opening Year No Build, 2) Opening Year Build, 3) Design Year No Build, and 4) Design Year Build.

6.1 Traffic Data Collection

It is assumed that the traffic analysis developed in 2013, based on the new US 95/CC 215 geometric design, was calibrated to the traffic volumes collected at that time. As such the model has been calibrated, validated and approved by the DEPARTMENT. Data collection will be done as necessary. It is assumed that no more than four (4) turn movement counts, a maximum of three (3) queue locations, and two (2) field reviews will be needed.

6.1.1 Travel Demand Model Review

The SERVICE PROVIDER will review and identify potential minor updates for the travel demand model that are cost effective and achievable in a timely manner, to prepare the model for this study. The SERVICE PROVIDER will coordinate with the RTC modeling staff regarding these potential model improvements. This effort is not intended as a full model update and calibration effort. Critical items in the model, such as corridor roadway network coding and assessment of the model's ability to model the HOV system, will be reviewed and potential alterations identified. Readily available data, such as traffic counts and speeds, will be used for reviewing the model.

The review will first consist of comparing base year observed traffic volumes with base year model output volumes along the project's major corridors. This will include using HOV volumes on US 95 from the HOV study. Adjustments to the model may include changes to speed parameters, link coding variables, use codes, and other minor network or program script changes. Major changes to the socio-economic parameters, trip generation, trip distribution, mode choice, and traffic assignment model procedures are outside of this work scope. Refining and validating a travel model is an iterative effort. The base year model will be run up to ten times for the validation and updating effort.

The SERVICE PROVIDER will summarize the updates and changes made to the model to improve model performance for this study.

6.2 Develop Traffic Forecasting Methodology & Assumptions Memorandum

The SERVICE PROVIDER will develop a technical memorandum describing the methodology and assumptions to be used in the analysis, demonstrating that the DEPARTMENT guidelines will be followed.

The memorandum will include the following:

- Introduction
- Build Scenario for Evaluation
- Technical Guidance and Analysis Tools
- Traffic Data Sources
- Travel Demand Modeling
- Post-Processing Model Adjustments

Deliverable

The SERVICE PROVIDER will prepare and submit the *Traffic Forecasting Methodology and Assumptions Memorandum* to the DEPARTMENT for approval by the Traffic Operations Division.

A review of the methodology will be ongoing throughout the forecasting efforts. As circumstances may warrant this methodology may be refined accordingly in coordination with the DEPARTMENT as the study proceeds.

6.2.1 Develop Future Traffic Forecasts using RTC 2035 Traffic Model

Future year daily travel demand forecasts will be extracted from the 2035 RTC TransCAD model and adjusted to year 2040 using standard industry procedures. Model runs will be performed for several scenarios as listed below. Land use will not be reviewed or adjusted during the modeling process. The following model runs (each including network coding, operation, results extraction, and preparation of data for input to microsimulation) will be performed:

- **Year 2025 No Build** - Utilizing the 2035 model with all identified prior NDOT freeway projects REMOVED from the roadway network
- **Year 2025 Build** - One model run will be performed
- **Year 2035 No Build** – Utilizing the 2035 model with all identified prior NDOT freeway projects REMOVED from the roadway network.
- **Year 2035 System Interchange** – One model run will be performed.

Results from the year 2035 model runs will be projected out five years for year 2040 traffic volumes.

6.2.2 Select Link Analyses

Where necessary for analysis purposes, select link analyses will be performed in order to identify travel patterns and origin-destination patterns throughout the project. Select link analyses will be performed for the PM peak, as opposed to the AM peak, in order to capture traffic volumes at their greatest in the model. The SERVICE PROVIDER will perform select link analyses at up to five (5) locations.

6.3 Develop Traffic Forecasts - Post Process Raw Model Volumes

After the model has been reviewed and updated where appropriate and the travel demand modeling tasks are complete, post-model processing will be required as is standard industry practice to prepare the volumes for micro-simulation operations analysis. This will follow Nevada's Traffic Forecasting Guidelines to develop approvable traffic forecasts.

6.4 Develop Traffic Forecasting Memorandum

The SERVICE PROVIDER will develop a technical memorandum describing the TransCAD model application and forecast results that will demonstrate the process followed the DEPARTMENT's guidelines.

The memorandum will include the following:

- Introduction
- Model Runs
- Coding Summary
- Model Run Results Summary
- Select Link Analyses Results
- Measures of Effectiveness Results Summary

Deliverable

- Technical memorandum describing the travel demand model application and summary of results

6.4.1 Coordination with Traffic and Planning Staff

The SERVICE PROVIDER will hold up to two (2) coordination meetings to include all traffic forecasting and traffic operations staff. These meetings will be utilized to maintain a consistent forecasting and modeling methodology as well as consistent reporting of traffic operations results.

7.0 PUBLIC & STAKEHOLDER OUTREACH & INFORMATION PROGRAM (ALL PHASES)

7.1 Establish Public Information Plan and Media Course of Action

The second paragraph of this Subsection is amended as follows:

Upon completion of the Public Meeting and Groundbreaking Ceremony activities, the SERVICE PROVIDER will prepare a draft Public Outreach Summary Report within thirty (30) calendar days of the public meeting to include a synopsis of the activity, mailing notification(s), mailer distribution area map, newspaper advertising tear sheets, public attendance records including minority identification (Title VI, Federal requirement for public involvement activities), copies of all handout materials, displays, and presentation.

7.2 Outreach Coordination with Jurisdictions and Stakeholders

This Subsection is amended to include the following:

The SERVICE PROVIDER, in coordination with DEPARTMENT's PM, PHO, and PIO, as needed, shall be responsible for:

- a) Preparing and providing quarterly construction updates via the project website and/or e-newsletter
- b) Preparing and providing information and support for social media and community relations
- c) Developing and providing stakeholder collateral including graphics, fact sheets, and PowerPoint presentations

- d) Developing and providing project collateral including graphics, fact sheets, visual displays, PowerPoint presentations, and handouts

7.3 Outreach Coordination with the Public

Item d) is amended to: Developing/maintaining the mailing list (up to 15,000 entries) (list will include all elected public officials from the study area, homeowner and town board associations, concerned citizens, organizations and those attending public meetings).

Item e) is amended to: Preparing and printing notices of intent/meeting invitations on post-card size card stock (up to 15,000 four-color copies), flyers (up to 150 four-color copies), newspaper display ads (up to nine [9] black/white copies), meeting welcome letters (up to 500 four-color copies per meeting) and sign-in sheets

Item f) is amended to: Mailing notices of intent/meeting invitations on post-card size card stock at a first class rate (up to 15,000 notices).

7.7 Ceremonies

The SERVICE PROVIDER will coordinate a groundbreaking ceremony and a ribbon cutting ceremony, prepare agendas, notices, and presentation information, and document information from the events. The ceremonies and their content will be coordinated through the DEPARTMENT's Project Manager (PM), Public Hearing Officer (PHO), and Public Information Officer (PIO).

The purpose of the groundbreaking ceremony is to announce the start of the construction project. The purpose of the ribbon cutting ceremony is to announce completion of the construction project or a significant element to elected officials, local entities, organizations, stakeholder associations, and the media. The SERVICE PROVIDER, in coordination with DEPARTMENT's PM, PHO, and PIO, shall be responsible for:

- a) Establishing the date, time, and location of each ceremony
- b) Hold pre-meeting briefings with the PM, PHO, and PIO in Carson City and/or via teleconference.
- c) Securing meeting facility and needs for each ceremony
- d) Developing/maintaining a contact list (up to 300 entries) (list will include all elected public officials from the study area, project stakeholders, relevant organizations, and the media)
- e) Preparing and providing electronic meeting invitations, welcome letters (up to 100 four-color copies) and a sign-in sheet for each ceremony
- f) Preparing and providing information and support for social media
- g) Preparing and printing project exhibits for each ceremony (up to fifteen [15] visual displays (24"x36" mounted in color)) for each ceremony
- h) Preparing and printing fact sheets/handouts (up to 100 packets of 6 double-sided four-color pages for each ceremony)
- i) Preparing and providing press kits (up to 25 thumb drives for each ceremony) for distribution to the media and project stakeholders
- j) The SERVICE PROVIDER will also provide two qualified professional staff members for each ceremony who are knowledgeable of the project, overall public information

practices and procedures, and the DEPARTMENT's specific procedures to provide comprehensive public information services for the project.

The SERVICE PROVIDER shall include information from the groundbreaking ceremony and the ribbon cutting ceremony in the Draft and Final Public Outreach Summary Report.

15.0 TRAFFIC OPERATIONS ANALYSIS

This Section is revised as follows:

The SERVICE PROVIDER shall perform traffic operational analyses and prepare a Change in Control of Access Report (CCAR). This shall include traffic operational analyses with and without the US 95/CC 215 System to System Interchange. Operational analysis of the system to system interchange of the No Build and Build alternatives shall be completed using CORSIM. The SERVICE PROVIDER shall prepare a CCAR summarizing traffic analyses and findings. The CCAR shall also address the eight (8) requirements/policy points outlined in the *Summary of Policy and Procedures for Interstate Access Request Memorandum* by FHWA. The report will include qualitative analysis and documentation. One draft CCAR shall be submitted to the City, the DEPARTMENT, and FHWA for review. The SERVICE PROVIDER shall incorporate review comments into the final CCAR and submit to the DEPARTMENT for distribution to the City and FHWA.

15.1 General

15.1.1. Assumed Project Area

It is assumed that for the purpose of this traffic analysis the project area to be analyzed includes:

- US 95 from Kyle Canyon Rd to N Rancho Dr/Ann Rd Interchange
- CC 215 from N Durango Dr to N Jones Blvd Interchange
- US 95 on/off ramps and Centennial Center Blvd
- US 95 on/off ramps and Sky Pointe Dr
- N Rainbow Blvd and CD roads to W Ann Rd Interchange
- One intersection on either side of the study interchanges ramp terminals

15.1.2. Purpose

The purpose of this analysis is two-fold:

- Assess the impacts on the existing network (future no-build scenario) based on 2035 horizon traffic volumes
- Present a defensible analysis for the US 95 improvement impacts on the Phase 3 System to System Interchange in accordance with FHWA and DEPARTMENT guidelines.

15.2 Coordination Meetings

The following meetings are anticipated:

- Preliminary meeting with the DEPARTMENT and FHWA to determine up to three Measures of Effectiveness (MOE's), and over the shoulder review of existing available traffic volumes and data collection plan.
- Over the shoulder review of forecasted traffic volumes.
- Review of results and recommendations.

It is assumed that two (2) Project Engineers will attend certain meetings to represent forecasting and modeling activities as applicable. Similarly, one (1) Project Engineer may be in attendance as well to record meeting notes.

15.3 Develop Volumes

15.3.1 Traffic Volume Balancing

Traffic volume balancing will involve using either industry-accepted automated processes or accepted hand balancing methods that may also be automated. This will be determined as the roadway network and traffic volumes are more fully understood. The methodology for this will be determined at the first coordination meeting.

Deliverable

- Technical memorandum describing the methodology and assumptions used and summary of results.
- Balanced volume spreadsheet for 2025 and 2040 (Build and No-build, AM and PM Peak)

The DEPARTMENT will perform an over the shoulder review of information in memorandum and provide concurrence at the meeting of the resulting existing volumes.

15.3.2. Develop Horizon Year Volumes for the System to System Interchange

Using either methodology described above, the SERVICE PROVIDER will develop 2025, and 2040 projected traffic volumes for the Phase 3 System to System Interchange.

15.3.3. Quality Control Review

The quality control review will verify that the detailed post processing is providing values sufficient for the microsimulation effort and confirm that it meets industry standards and follows FHWA simulation guidelines for microsimulation modeling.

15.3.4. Update previous submitted Methodology and Assumptions Memorandum

Upon determination of the projected volumes, the SERVICE PROVIDER will update the previously submitted technical memorandum describing the methodology and assumptions used and summary of the future forecasted volumes.

Deliverable

- Update technical memorandum describing the methodology and assumptions used and summary of results.

The DEPARTMENT will perform an over the shoulder review of information in memorandum and provide concurrence at the meeting of the methodology and assumptions used as well as the resulting existing and future forecasted volumes.

15.4 Update Future CORSIM Network

15.4.1. Update Future No-Build CORSIM Network

Using the calibrated and validated model, the SERVICE PROVIDER will modify the traffic volumes to incorporate future projected volumes and run the model ten times creating averaged no-build scenario results.

15.5 Run Future CORSIM Model

15.5.1. System to System Interchange

The SERVICE PROVIDER will run the model including the system to system interchange ten times creating averaged scenario results.

15.6 Post Processing of MOE's and Final Recommendations

15.6.1. Develop Technical Report for No-Build Scenario

Upon completion of the no-build scenario modeling, a report will be developed showing the averaged resultant MOE's.

15.6.2. Develop Technical Report including System to System Interchange

Upon completion of the future modeling of the system to system interchange, the report will be further developed showing the averaged resultant MOE's for the system to system interchange, including the no-build scenario described above. The technical report will be expanded to compare and contrast the averaged results and recommendations will be made for the system to system interchange.

Deliverables

- Draft CCAR addressing the eight (8) requirements/policy points outlined in the *Summary of Policy and Procedures for Interstate Access Request Memorandum* by FHWA.

The DEPARTMENT, the City, and FHWA will review the information in the CCAR and provide concurrence at the meeting of the results and recommendations.

- Final CCAR addressing the eight (8) requirements/policy points outlined in the *Summary of Policy and Procedures for Interstate Access Request Memorandum* by FHWA.

Amendment No. 03 to
Highway Agreement No. P011-10-015

This Amendment is made and entered into this 24th day of March, 2014, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and HDR Engineering, Inc. 7108 Pollock Drive, Suite 200, Las Vegas, NV 89119, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, on December 15th, 2009, the Parties entered into Agreement No. P011-10-015 to provide engineering services to design a new System-to-System Interchange at the Bruce Woodbury Beltway (CC-215) and US-95; and

WHEREAS, on April 7, 2011, the Parties entered into Amendment No. 01 to the Highway Agreement P011-10-015 to increase the amount to be paid to the CONSULTANT of the Agreement to provide traffic modeling and analysis; and

WHEREAS, on October 28, 2013, the Parties entered into Amendment No. 02 to the Highway Agreement P011-10-015 to amend the termination date due to the delay of available construction funding; and

WHEREAS, this Amendment No. 03 amends the scope of work performed by the CONSULTANT but does not change the amount to be paid to the CONSULTANT.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P011-10-015.

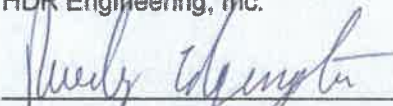
NOW, THEREFORE, the Parties agree as follows:

- A. Article 1, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:
 1. The CONSULTANT agrees to assist the DEPARTMENT's Roadway Design Division in the design of the system to system interchange as identified in the US-95 Northwest Environmental Assessment, incorporated herein by reference, by producing final design plans, specifications and estimates for the construction of the structures necessary to complete the interchange and work as shown in "Exhibit A" of underlying Agreement and "Exhibit B" of Amendment No. 1 and Exhibit C of this Amendment No. 3.
- B. Article IV - COST, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:
 2. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Three Million, Two Hundred Seventy-Nine Thousand, Two Hundred Eighty-Six and 071100 Dollars (\$3,279,286.07). The fixed fee, to cover profit, shall be Two Hundred Fifty Two Thousand, Six Hundred Thirty-Two and 34/100 Dollars (\$252,632.34). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope.
- C. All of the other provisions of Agreement No. P011-10-015 dated December 15th,

2009, Amendment 01, dated April 7th, 2011 and Amendment 02, dated October 28th, 2013, shall remain in full force and effect as if set forth herein

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CONSULTANT:
HDR Engineering, Inc.




Ruedy Edgington

Name (Print)

Vice President

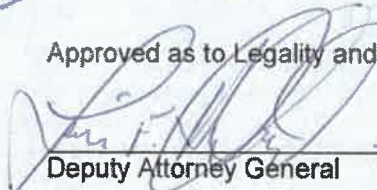
Title (Print)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION



for Director DEPUTY DIRECTOR

Approved as to Legality and Form:



Deputy Attorney General 3-19-2014

"Exhibit C"

4.0 Structures

4.3 Independent Design Check

The SERVICE PROVIDER shall prepare an independent design check for Bridge 02: WS Ramp which is to be designed by the DEPARTMENT's Structures Group. The independent design check will consist of preparation of independent calculations for all bridge elements based on bridge design plans provided by the DEPARTMENT. The independent design check will be performed after the Intermediate design is completed and as design and details for the bridge are finalized.

4.4 Retaining Walls

The SERVICE PROVIDER shall develop final contract plans for Package 1 Retaining Walls, as identified below, in conformance with the DEPARTMENT's project development process and the project schedule. Two progress submittals are anticipated for the DEPARTMENT and stakeholder review at the QA/QC and PS&E submittal stages.

The SERVICE PROVIDER shall develop notes to specifications for the DEPARTMENT's use in developing the project Special Provisions. The SERVICE PROVIDER will review the DEPARTMENT's draft Special Provisions for consistency with the details included in the contract plans.

The SERVICE PROVIDER will submit final retaining wall plans to the DEPARTMENT complete and ready for advertising. Final plans and calculations will be stamped and signed by the responsible engineer registered in the State of Nevada.

Anticipated Retaining Walls:

- **RW1:** Tie back wall at the Ann Road western abutment.
- **RW2:** CIP concrete retaining wall along CD-SB.
- **RW3:** Tie back wall at Tropical/Azure western abutment.
- **RW4:** MSE retaining wall between CD-SB and the WS south of abutment 2.
- **RW5:** MSE wall between WS and US95.
- **RW6:** CIP concrete retaining wall 15' off of ROW along the NE ramp.
- **RW7:** MSE wall between WS and future CC215.
- **RW8:** Tie back wall at Tenaya northern abutment.

7.0 Public Outreach

Include one more Public Out Reach meeting.

15.0 Traffic Operations and Analysis

Include Specific Traffic operations and modeling for Phase 3A specifically.

16.0 Project Management

16.1 General

SERVICE PROVIDER shall assist the DEPARTMENT PM as needed and act as the DEPARTMENT PM when called on to do so.

16.2 Duties

Duties will include:

- Attending meetings on the DEPARTMENT's behalf
- Writing agreements with cooperating agencies
- Writing agreements with participating/affected utility companies
- Assist the DEPARTMENT in ROW negotiations and transactions
- Tracking Schedule of accelerated Phase 3A Project
- Tracking Budget of Phase 3A Project

CC215/US35 - Change in Scope Cost
2/14/2014

Item Number	Work Item	Principal	Project Manager	Quality Control	Senior Eng.	Project Eng. / PI	Design	Graphics	CADD / GIS	Admin	Director	Hour Total	Cost
Structures	Rate	\$ 91.08	\$ 78.00	\$ 77.00	\$ 70.00	\$ 58.00	\$ 38.00	\$ 30.00	\$ 42.00	\$ 34.00	\$ 26.00		
4.3	WS Independent Check			64	80	450	700			4		1298	\$ 63,364.00
4.4	MSE Walls			48	100	150	265	0	264	4		837	\$ 40,962.00
4.5	Tieback Walls			62	148	200	277	0	248	4		939	\$ 47,812.00
4.6	CIP Cantilever Walls			40	72	120	226	0	256	4		718	\$ 34,556.00
4	Structures Sub-Total	0	0	210	400	930	1468	0	768	16	0	3792	185694
Public Out Reach													
		16	60	40		200	180	40		6		542	\$ 29,061.28
												0	
7	Public Out Reach Sub-Total	16	60	40	0	200	180	40	0	6	0	542	29061.28
Management	Management	450	320							40		810	\$ 67,306.00
16	Management Sub-total	450	320	0	0	0	0	0	0	40	0	810	67306
Traffic Analysis													
		30	220	200	620	800	300			40		2210	\$ 137,852.40
												0	
												0	
15	Traffic Analysis Sub-Total	30	220	200	620	800	300	0	0	40	0	2210	\$ 137,852.40
Totals		496	600	450	1020	1930	1948	40	768	102	0	7354	\$ 420,913.68

Ruedy 2 days per week for 27 weeks

ESTIMATED DIRECT EXPENSES:

Travel - Trips	27	\$	950.00	\$	25,650	Flight \$600, Food \$60*2=\$120, rental car \$140, hotel \$90 = \$950
Technology Charge		\$3.70	\$	27,210	Ruedy - 12, Pam - 5, Craig - 6, Joyce - 2, Tommy - 1, Heather - 1	
Reproduction			\$	5,000		
Outreach Coordination/Expenses			\$	14,000		
Miscellaneous Expenses			\$	2,500		
Total Direct Costs				\$74,360		

Labor		\$	420,914
OH	1.4932	\$	628,508
Net Fee	0.1	\$	104,942
Direct Costs		\$	74,360
Total		\$	1,228,724

\$1,228,875.52 remaining on existing agreement w/o contingency

US 95/CC215 Interchange
Agreement : P011-10-015
 2/17/2014

Entity		Current Contract Contract	Billed	Remaining		Amended New	Remaining	Difference
HDR Engineering	Labor	\$ 2,233,843.64	\$ 1,494,352.11	\$ 739,491.53		\$ 2,526,323.45	\$ 1,031,971.34	\$ 292,479.81
HDR Engineering	Expenses	\$ 182,649.39	\$ 96,993.01	\$ 85,656.38	No Change	\$ 182,649.39	\$ 85,656.38	\$ -
HDR Fixed Fee		\$ 223,384.36	\$ 149,435.20	\$ 73,949.16		\$ 252,632.34	\$ 103,197.14	\$ 29,247.98
HDR Total		\$ 2,639,877.39	\$ 1,740,780.32	\$ 899,097.07		\$ 2,961,605.18	\$ 1,220,824.86	\$ 321,727.79
Kleinfelder		\$ 516,942.00	\$ 225,856.42	\$ 291,085.58		\$ 230,000.00	\$ 4,143.58	\$ 286,942.00
RZH		\$ 128,785.79	\$ 116,566.14	\$ 12,219.65		\$ 120,000.00	\$ 3,433.86	\$ 8,785.79
GC Wallace		\$ 242,118.28	\$ 242,035.06	\$ 83.22	No Change	\$ 242,118.28	\$ 83.22	\$ -
Pacific Traffic		\$ 30,500.00	\$ 4,110.00	\$ 26,390.00		\$ 4,500.00	\$ 390.00	\$ 26,000.00
	Subs Only	\$ 918,346.07	\$ 588,567.62	\$ 329,778.45		\$ 596,618.28	\$ 8,050.66	\$ 321,727.79
Totals		\$ 3,558,223.46	\$ 2,329,347.94	\$ 1,228,875.52		\$ 3,558,223.46	\$ 1,228,875.52	\$ -
							\$ 1,228,875.52	

Check \$ -

Original Contract \$2,920,971.07
 Fixed Fee \$187,055.00
 Total \$3,108,026.07

Amend. 1 \$ 3,279,286.07
 Fixed Fee \$ 218,023.00
 Contingency \$ 371,717.00 used \$60,914.39
 Total \$ 3,869,026.07 \$3,558,223.46

Remaining contingency = \$310,802.61

Amendment No. 2 to
Highway Agreement No. P011-10-015

This Amendment is made and entered into this 28 day of October, 2013, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and HDR Engineering, Inc., 7180 Pollock Drive, Suite 200, Las Vegas, NV 89119, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, on December 15, 2009, the Parties entered into Agreement No. P011-10-015 to provide engineering services to design a new System-to-System Interchange at the Bruce Woodbury Beltway (CC-215) and US-95; and

Whereas, on April 7, 2011, the Parties entered into Amendment No. 1 to the Highway Agreement P011-10-015 to provide traffic modeling and analysis necessary to accommodate the request from the City of Las Vegas to incorporate a service interchange into the design of the System-to-System Interchange; and

WHEREAS, the termination date is amended because the original project schedule has been delayed due to the delay of available construction funding and phasing of the System-to-System Interchange project.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P011-010-015.

NOW, THEREFORE, the Parties agree as follows:

- A. The termination date referenced in Article II, Paragraph 1, shall be changed from December 31, 2013 to December 31, 2018.
- B. All of the other provisions of Agreement No. P011-10-015, dated December 15, 2009, and Amendment No. 1 dated April 7, 2011, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CONSULTANT: HDR Engineering, Inc.



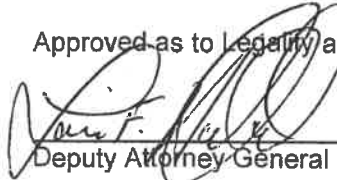
Rudy Edgington
Name (Print)

Vice President
Title (Print)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION


Director

Approved as to Legality and Form:


Deputy Attorney General

10-24-2013

Amendment No. 1 to
Consultant's Agreement No. P011-10-015

This Amendment is made and entered into this 7th day of April, 2011, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and HDR Engineering, Inc., 7180 Pollock Drive, Suite 200, Las Vegas, NV 89119, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, on December 15th, 2009, the Parties entered into Agreement No. P011-10-015 to provide engineering services to design a new System-to-System Interchange at the Bruce Woodbury Beltway (CC-215) and US-95; and

WHEREAS, this Amendment No. 1 increases the amount to be paid to the CONSULTANT by Three Hundred Eighty-Nine Thousand, Two Hundred Eighty-Three and No/100 Dollars (\$389,283.00), due to the traffic modeling and analysis necessary to accommodate the request from the City of Las Vegas to incorporate a service interchange into the design of the System-to-System Interchange.

WHEREAS, this Amendment No. 1 also increases the amount to be paid to the CONSULTANT of the agreement to include a contingency budget of Three Hundred Seventy-One Thousand, Seven Hundred Seventeen and No/100 Dollars (\$371,717.00).

WHEREAS, the termination date is amended due to the request from the City of Las Vegas to incorporate a service interchange into the design of the System-to-System Interchange.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P011-10-015.

NOW, THEREFORE, the Parties agree as follows:

A. The termination date referenced in Article II, Paragraph 1, shall be changed from July 31, 2012 to December 31, 2013.

B. Article I, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:

1. The CONSULTANT agrees to assist the DEPARTMENT's Roadway Design Division in the design of the system to system interchange as identified in the US-95 Northwest Environmental Assessment, incorporated herein by reference, by producing final design plans, specifications and estimates for the construction of the structures necessary to complete the interchange and work as shown in "Exhibit A" of underlying Agreement and "Exhibit B" attached hereto and incorporated herein.

C. Article I – Scope of Services is amended by inserting:

4. Contingency funds have been established to address unforeseen CONSULTANT services that may be required to complete this PROJECT in a timely manner. In the event contingency funds are needed, CONSULTANT will prepare an authorization letter describing scope of work, cost estimate, and schedule for the DEPARTMENT's Project Management Chief's written approval prior to commencing work (see Exhibit C, attached hereto and incorporated herein by reference).

- D. Article IV - COST, is amended by deleting it in its entirety and inserting in its place:

1. The "cost plus fixed fee" method of compensation shall be used for the CONSULTANT's services.

2. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Three Million, Two Hundred Seventy-Nine Thousand, Two Hundred Eighty-Six and 07/100 Dollars (\$3,279,286.07). The fixed fee, to cover profit, shall be Two Hundred Eighteen Thousand, Twenty-Three and No/100 Dollars (\$218,023.00). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope.

3. Indirect costs (overhead) of the CONSULTANT shall be apportioned among all professional services projects being done by the CONSULTANT during the term of this Agreement and will be billed at the provisional indirect cost rate of One Hundred Fifty Eight and 15/100 percent (158.15%) of direct labor costs. This rate may be adjusted to the actual indirect cost rate at the time of final audit.

4. The total cost of the services by the CONSULTANT shall not exceed the sum of Three Million, Eight Hundred Sixty-Nine Thousand, Twenty-Six and 07/100 Dollars (\$3,869,026.07), which includes the fixed fee and contingency fee.

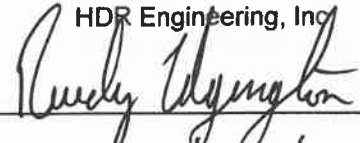
5. Due to the scope and nature of the PROJECT, contingency funds have been established to address unanticipated and unforeseen CONSULTANT services outside of the Scope of Services that may be required to complete the PROJECT in a timely manner. The scope of services requiring the use of contingency funds will be agreed upon in writing by the parties to this Agreement prior to the commencement of such services. The cost of contingency services will also be negotiated prior to performing the services and will include direct salary costs, other direct costs, indirect costs and the fixed fee. The fixed fee will be determined by applying the percentage rate negotiated and will be an amount proportionate to the services being performed. The total costs of direct salary costs, other direct costs, indirect costs and the fixed fee for the contingency funds shall not exceed the sum of Three Hundred Seventy-One Thousand, Seven Hundred Seventeen and 00/100 Dollars (\$371,717.00). Contingency services to be performed by the CONSULTANT shall not commence until receipt of written approval by the DEPARTMENT. Any contingency funds not used during the term of this agreement will not be paid to the CONSULTANT.

E. All of the other provisions of Agreement No. P011-10-015 dated December 15th, 2009 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CONSULTANT:

HDR Engineering, Inc



Rudy Edgington
Name (Print)
Vice-President

Title (Print)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION



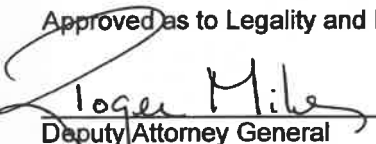
Director
For

Reviewed:



William Hoffman, P.E., Asst. Director

Approved as to Legality and Form:



Deputy Attorney General

“EXHIBIT B”

15.0 TRAFFIC OPERATIONS ANALYSIS

15.1 General

15.1.1. Assumed Project Area

It is assumed that for the purpose of this traffic analysis the project area to be analyzed includes:

- US-95 from Kyle Canyon Rd to N Rancho Dr/Ann Rd Interchange
- CC-215 from N Durango Dr to N Jones Blvd Interchange
- US-95 on/off ramps and Centennial Center Blvd
- US-95 on/off ramps and Sky Pointe Dr
- N Rainbow Blvd and CD roads to W Ann Rd Interchange
- One intersection on either side of the study interchanges ramp terminals

15.1.2. Purpose

The purpose of this analysis is four-fold:

15.1.2.1. Assess the impacts on the existing network (future no-build scenario) based on 2035 horizon traffic volumes

15.1.2.2. Present a defensible analysis for the US 95 improvement impacts, including the Phase 2 widening from N Rancho Dr / Ann Rd to Kyle Canyon Rd, on the Phase 3 System to System Interchange in accordance with FHWA and NDOT guidelines.

15.1.2.3. Utilize traffic analysis techniques to help justify selection of a Preferred Alternative local interchange configuration at CC-215 and John Herbert Blvd.

15.1.2.4. Contingency. Create a phased construction model including the System to System Interchange and the Preferred Alternative local interchange in order to assess impacts to local traffic during construction.

15.1.3. Task Administration

HDR will provide the Department monthly, detailed management reports specific to this task. Additional information regarding this Subtask is as described in Subsection 3.4 of the original Scope of Services.

15.2 Coordination Meetings

15.2.1 Preliminary meeting with NDOT to determine up to three Measures of Effectiveness (MOE's), and over the shoulder review of existing available traffic volumes and data collection plan.

15.2.2. Over the shoulder review of collected data.

15.2.3. Over the shoulder review of forecasted traffic volumes.

15.2.4. Over the shoulder review of calibration results.

15.2.5. Three additional coordination meetings.

15.2.6. Over the shoulder review of results and recommendations.

15.2.7. Three stakeholder coordination meetings (Clark County, City of Las Vegas, SNRTC, and FHWA).

It is assumed that two Project Engineers will attend certain meetings to represent forecasting and modeling activities as applicable. Similarly, one Project Engineer may be in attendance as well to record meeting notes.

15.3 Existing Resource Data Collection

Collection of the traffic information will involve the following activities:

15.3.1. Collect and Review Existing Data

NDOT to provide updated CORSIM model currently in progress with updated node numbering convention and updated geometry.

Any applicable traffic count data from NDOT, Clark County, and the City of Las Vegas will be gathered and evaluated for use prior to collecting additional traffic counts.

HDR to acquire FAST traffic signal timing sheets for existing signalized intersections within the project area.

15.3.2. Collect and Combine GIS Data

NDOT to provide SNRTC TransCAD model for the year 2030;

HDR to obtain MPO GIS database information from Clark County for the project area.

NDOT will provide Clark County with information concerning HDR's existing contract in order to obtain project information at no cost to HDR or the Department.

15.3.3. Develop Data Collection Plan

Prior to collection of data in the field, HDR will develop a data collection plan describing the applicability of the existing data and what data gaps need to be filled, description of the processes and coordination involved with collecting the large volume of data, quality assurance processes for data collection and validation, and volume balancing procedures. NDOT will review and provide concurrence with these processes and procedures prior to start of these activities.

NDOT to provide schedules for active construction contracts in the project area which may affect data collection scheduling.

NDOT desires to have all traffic data collection to occur at the same time in order to have as much correlation and consistency as possible in the data between the various project locations.

15.3.C. Existing Resource Data Collection Contingency

Existing traffic count and GIS data will be gathered from a number of independent sources and may require additional efforts to ascertain availability and applicability of the data. As such, those additional efforts have been allocated to a contingency Subtask.

Deliverable

- Technical memorandum describing the applicability of existing data, data collection procedures, quality assurance, and volume balancing procedures.

NDOT will perform an over the shoulder review of information in memorandum and provide concurrence at the meeting to go forward with collecting traffic data.

15.4 Develop Existing Year Volumes

15.4.1. Collect Existing Volume Data

The HDR Team will provide existing volume data collection as follows:

Locations for traffic counts and vehicle classification data will include the following intersections (and up to 20 optional additional intersections for vehicle classification and 4 hour peak turn movement counts, which may include mainline CC-215 and US 95 counts as necessary; to be utilized upon approval from the Department):

- Kyle Canyon Rd / W Frontage Rd and Fort Apache / Sky Point
 - (2 ramps/ 2 intersections)(Optional)
- Horse Dr / N Grand Canyon Dr and N Apache
 - (Will provide traffic counts if open)(Optional)
- N Durango Dr / Oso Blanca Rd and N El Capitan Way
 - (2 ramps / 2 intersections)
- Sky Pointe Dr / John Herbert Blvd
- Sky Pointe Dr / N Buffalo Dr

- W Centennial Pkwy / N Tenaya Way
- N Tenaya Way / W Azure Dr
- W Ann Rd / Centennial Center Blvd & N Tenaya Way
 - (2 ramps / 2 intersections)
- N Rainbow Blvd / N Rancho Dr
- Centennial Center Blvd / W Tropical Pkwy
- Centennial Center Blvd / US-95 on/off ramps
- CC-215 / N Jones Blvd (including nearest intersections north and south)
 - (3 intersections)
- CC-215 / Frontage Rd
- CC-215 and N Durango Dr Interchange (including nearest intersections north and south)
 - (2 ramps / 2 intersections)
- CC-215 / Oso Blanca Rd
- US-95 and CC-215 Interchange

Assumptions include the following:

- Existing year will be 2011
- Opening year for projected volumes will be 2015 and horizon years 2025 and 2035
- Using existing and collected traffic count information to develop base year traffic volumes for the year 2011.
- Volumes will include a 2-hour AM peak and a 2-hour PM peak.

Data collection coordination and subconsultant coordination is included in this Subtask.

15.4.2 Traffic Volume Balancing

Traffic volume balancing will involve using either industry-accepted automated processes or accepted hand balancing methods that may also be automated. This will be determined as the roadway network and traffic volumes are more fully understood. The methodology for this will be determined at the first coordination meeting.

15.4.3. QA/QC Field Data

QA/QC of the traffic data collected in the field will involve reasonableness checks as data for the various intersections are looked at individually and compared between time periods, adjacent locations, and other factors.

15.4.4. Summarize All Collected Data and Develop Memorandum

Develop a technical memorandum describing data collection procedures, quality assurance, and summary of results.

Deliverable

- Technical memorandum describing data collection procedures, quality assurance, and summary of results.

NDOT will perform an over the shoulder review of information in memorandum and provide concurrence at the meeting of the resulting existing volumes.

15.5 Develop Horizon Year Volumes including Projected Volumes for the New Access Point

15.5.1. Develop Horizon Year Volumes (No-Build)

HDR will use one of two methodologies to obtain the future traffic volumes.

1. The current TransCAD model from SNRTC has existing year 2005, and horizon years 2013, 2020, and 2030. Given economic trends occurring in the Las Vegas area between 2005 and the current base year of 2011 for this project, the existing model may overestimate the growth and may be utilized for years beyond the given horizons.
 - a. HDR will compare 2005 and 2013 TransCAD model volumes to NDOT counts taken between 2005 and 2010. HDR will develop a growth curve to compare the actual traffic volume increases in the project area.
 - b. Depending on the results, the projected 2020 and 2030 volumes in the model may be more applicable to 2025 and 2035 horizon years.
 - c. Using the node turning movement output from TransCAD, the projected 2015, 2020 and 2030 volumes will be coded into the model.
2. If the comparison between actual growth and projected growth in the model indicates that projected model growth rates continue to be valid, HDR will use the projected growth rate to determine the 2025 and 2035 traffic volumes based on 2020 and 2030 model volumes.
 - a. In developing these forecasts, HDR will use a sensitivity test to grow the 2030 traffic volumes to when the system breakdown occurs or factor the traffic volumes for a 2035/2040 forecast.
 - b. The resulting 2025 and 2035 traffic volumes will be coded into the model.

In the event that the base travel demand model does not compare well with the traffic counts in the study area, HDR will calculate the ratio of the 2005 counts to the 2005 base model. Depending on the ratio, the forecasted volumes will be refined using the difference formula, ratio formula or average formula.

Using methodology 1 or 2 above HDR will develop 2015, 2025, 2035 projected traffic volumes for the base (no-build) alternative.

15.5.1.1. Develop Horizon Year Volumes for the System to System Interchange

Using methodology 1 or 2 above HDR will develop 2015, 2025, 2035 projected traffic volumes for the System to System Interchange.

15.5.1.2. Develop Horizon Year Volumes for the New Access Point

Using methodology 1 or 2 above HDR will develop 2015, 2025, 2035 projected traffic volumes for the additional access point (assumed to be identical for all three types): SPUI (Single Point Urban Interchange), DDI (Diverging Diamond Interchange), and TDI (Tight Diamond Interchange) configurations.

15.5.2. Quality Control Review

The quality control review will verify that the detailed post processing is providing values sufficient for the microsimulation effort and confirm that it meets industry standards and follows FHWA simulation guidelines for microsimulation modeling.

15.5.3. Develop Methodology and Assumptions Memorandum

Upon determination of the existing and projected volumes, HDR will develop a technical memorandum describing the methodology and assumptions used and summary of the existing and future forecasted volumes.

15.5.C. Develop Horizon Year Volumes Contingency

Based on verification of data available from the TransCAD model, this contingency subtask has been removed.

Deliverable

- Technical memorandum describing the methodology and assumptions used and summary of results.

NDOT will perform an over the shoulder review of information in memorandum and provide concurrence at the meeting of the methodology and assumptions used as well as the resulting existing and future forecasted volumes.

15.6 Update Existing CORSIM Network and Code According to NDOT Node Number Convention

HDR will utilize the NDOT supplied network and make modifications to update node numbering convention and include additional geometry to bring model to the existing year 2011 as described in the project limits above. The existing NDOT supplied model currently has some relevant data, including US 95 / CC-215 mainline with the direct connectors incorporated. However, this does not cover the entire project area determined for this project. HDR will add interchanges to the north and south on US 95 and to the east and west on CC-215. The limits of the project are described in Subsection 15.1.1.

This Subtask includes:

15.6.1. Modify Project Lane Configurations

HDR will modify the NDOT supplied model to represent current lane configurations based on field notes and inventory retrieved from data collection effort.

15.6.2. Modify Existing Traffic Volumes

HDR will modify the NDOT supplied model to accurately represent existing traffic volumes, including any OD data that may be available.

15.6.3. Update Project Signal Timing

HDR will update the signal timing in the existing model to match current field collected signal timing. It is assumed HDR will obtain signal timing plans or other signal timing data for all signals in the modeling study area from FAST.

15.6.4. Ensure Node Convention Correlates to Latest NDOT Standards

HDR will verify that the model meets the most current NDOT standards, and will ensure all additional coding meets the standards as well.

15.6.C. Update Existing CORSIM Network Contingency

As noted above, the existing NDOT supplied model does not cover the entire project area as described in Subsection 15.1.1. A contingency Subtask has been established to cover the unanticipated efforts to add to and modify the model to meet current lane configurations, to add to and update the signal timing data, to add to and modify all existing traffic volumes, to code the new model, to add new nodes, and to verify the new node convention has been met.

15.7 Existing Network Calibration Data Collection

15.7.1. Develop Data Collection Plan

See 15.3 Existing Resource Data Collection

15.7.2 Collect Field Data

Collect field data to ensure appropriate calibration and validation of the existing network NDOT supplied CORSIM model.

- Travel times and speeds
 - This data will be collected with the floating car method utilizing a handheld GPS data logger that requires no active participation by the driver (supports safe data collection needs)
 - Requires GIS database information from the MPO
- Existing traffic counts
 - See 15.3 Existing Resource Data Collection
- Speed profiles for roadway segments.

- Ninety-Fifth percentile queue lengths (per lane to determine imbalance in lane use).

We expect to do the MOE determination, develop the data collection methodology and assumptions, get a course of action laid out to get all collection efforts accomplished simultaneously, coordinate with multiple subconsultants, the Department, and stakeholder agencies, and subsequently supply the guidelines in a usable format. In the timeframe proposed, we propose this Subtask could be accomplished most efficiently and with seamless coordination by utilizing in-house staff.

15.8 Validate and Calibrate Existing CORSIM Network

For the purposes of this scope of work, it is assumed that any recorded results will be the average of a minimum of ten model runs.

15.8.1. Alter Model Parameters

Modify the NDOT supplied CORSIM network parameters including vehicle and driver behaviors to ensure that the model is calibrated to current year conditions and is validated for future condition use. The model runs will cover the full two hour AM and PM peak periods in fifteen minute increments for the network from the TransCAD travel demand model.

- Volume validation
 - Calculate average volumes for key locations within the project for each time interval
 - Graphically compare simulated volumes and field collected volumes
 - Ensure that simulated volumes and recorded field volumes are within the appropriate tolerance limits

15.8.2. Error Checking

- Overall network error checking
- Specific error checking for new access points, where it will not be possible to record traffic volumes or travel times to calibrate to.

15.8.3. Calibration

- Speed and travel time calibration
 - Calculate average speeds and travel times for key sections within the project
 - Compare simulated speeds and travel times to those collected in the field
 - Ensure that simulated and recorded field speeds and travel times are within the appropriate tolerance limits
- Queue calibration
 - Calculate 95% queue lengths for key locations within the project model
 - Compare simulated queue lengths to those collected in the field
 - Verify that ramps are servicing the same number of vehicles as observed in the field.

15.8.4. QC Model Results

HDR will perform a quality control review of the model. This review will verify that inputs, model variables, model performance, and driver behavior parameters for the model will yield results that are acceptable such that each model can be used for comparative purposes. The QC review will also verify that the models meet industry standards and follow FHWA simulation guidelines for microsimulation modeling.

15.8.5. Develop Calibration Test Memorandum

Develop a technical memorandum of calibration procedures, adjusted parameters and rationale, calibration test results, and comparison of field conditions and average output

for a minimum of ten model runs to show results which fall under the tolerance limits described above.

15.8.C. Validation and Calibration Contingency

Due to the back and forth nature of error checking between forecasting and modeling personnel, additional efforts have been allocated into a contingency Subtask to confirm all errors are out of the base model to make sure the future models are valid.

Furthermore, the NDOT supplied CORSIM Network does not include a base model.

Deliverable

- Technical memorandum describing procedures, rationale, and test results.
NDOT will perform an over the shoulder review of information in memorandum and provide concurrence at the meeting of the procedures and rationale used as well as the calibration results.

15.9 Build Future CORSIM Network

15.9.1. Build Future No-Build CORSIM Network

Using the calibrated and validated model, modify the traffic volumes to incorporate future projected volumes and run the model ten times creating averaged no-build scenario results. The averaged no-build scenario will serve as a basis of comparison for alternatives analysis. It is noted that the NDOT supplied CORSIM Network does not include a future no-build network.

15.10 Build and Run Future CORSIM Models for Alternative Options

15.10.1. System to System Interchange

Create and run the model including the system to system interchange ten times creating averaged scenario results.

15.10.2. Local Interchange Alternatives

Create and run up to three alternative future models ten times, including:

- SPUI (Single Point Urban Interchange) alternative.
- DDI (Diverging Diamond Interchange) alternative.
- TDI (Tight Diamond Interchange) alternative.

15.10.C. Contingency. Phased Construction Alternatives with One Local Interchange Alternative

Create and run future phased construction models including the system to system interchange and the preferred local interchange alternative ten times for the horizon years 2015, 2025, and 2035.

15.11 Post Processing of MOE's and Final Recommendations

15.11.1. Develop Technical Report for No-Build Scenario

Upon completion of the no-build scenario modeling, a report will be developed showing the averaged resultant MOE's. The technical report will also contain calibration information, and steps taken to validate the model.

15.11.2. Develop Technical Report including System to System Interchange

Upon completion of the future alternative modeling of the system to system interchange, the report will be further developed showing the averaged resultant MOE's for the system to system interchange alternative, including the no-build scenario described above. The technical report will be expanded to compare and contrast the averaged results of the alternative and recommendations will be made for the system to system interchange alternative.

15.11.3. Develop Technical Report including Local Interchange Alternatives

Upon completion of the future local interchange alternatives modeling, the report will be further developed showing the averaged resultant MOE's for each of the alternatives, including the no-build scenario and system to system interchange described above. The technical report will be expended to compare and contrast the averaged results each of the alternatives and recommendations will be made for a preferred local interchange alternative.

15.11.C. Contingency. Develop Technical Report including Phased Construction Alternatives with One Local Interchange Alternative

Upon completion of the future phased construction alternatives modeling, the report will be further developed showing the averaged resultant MOE's for the phased construction alternatives. The technical report will be expanded to compare and contrast the averaged results of the alternatives and recommendations will be made for phased construction of the system to system interchange as well as the preferred local interchange alternative. In addition, this contingency Subtask includes efforts to assess impacts and lay the foundation for potential modifications to the EA.

Deliverable

- Technical report showing average resultant MOE's, comparisons and contrasts of averaged results, recommendations, calibration information, and steps taken to validate the model.

NDOT will perform an over the shoulder review of information in report and provide concurrence at the meeting of the results and recommendations.

"EXHIBIT C"

EXAMPLE AUTHORIZATION LETTER

Date

Mr. Amir Soltani, P.E.
Project Management Chief
Nevada Department of Transportation
1263 S. Stewart Street
Carson City, NV 89712

**RE: Agreement No.,
XXXXX PROJECT**

Dear Mr. Soltani:

Pursuant to your request, attached are the Scope of Services, Schedule and negotiated Manhour Estimate for engineering services related to the above-referenced project. The scope of this assignment includes.....

The total negotiated cost is \$xxx.xx. The work will start on xxxx 2010 and will be completed by xxxx, 2010.

Sincerely,

THE SERVICE PROVIDER, INC.

xxxxx, P.E.
Principal

Attachments

Approved:

Amir M. Soltani, PE

Date

Amir M. Soltani, PE
Project Management Chief
Nevada Department of Transportation
1263 South Stewart St.
Carson City, NV 89712
Tel: (775) 888-7321

Agreement Number P011-10-015

CONSULTANT'S AGREEMENT

This Agreement, made and entered into the 15th day of December, 2009 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT and HDR Engineering, Inc., 7180 Pollock Drive, Suite 200, Las Vegas, NV 89119, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may contract for such technical services that may be required; and

WHEREAS, provisions contained in Chapter 284 of the Nevada Revised Statutes authorizes heads of departments to contract for the services of independent contractors; and

WHEREAS, engineering services to design a new System-to System Interchange at the Bruce Woodbury Beltway (CC-215) and US-95 are necessary for the safety of the motoring public, hereinafter called the PROJECT; and

WHEREAS, the CONSULTANT's services will be of great benefit to the DEPARTMENT and to the people of the State of Nevada;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The CONSULTANT agrees to assist the DEPARTMENT Roadway Design Division in the design of the system to system interchange as identified in the US-95 Northwest Environmental Assessment by producing final design plans, specifications and estimates for the construction of the structures necessary to complete the interchange and work as shown in "Exhibit A".

2. The CONSULTANT agrees to furnish all labor, materials, services, equipment, tools and personal expenses necessary to perform the professional services required under the terms of this Agreement, except as specifically provided herein.

3. The CONSULTANT agrees to comply with all requirements contained in the Request for Proposal , which is incorporated into this Agreement by reference.

ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including July 31, 2012, unless a change is further agreed to by written amendment signed by all parties.

2. The CONSULTANT shall not proceed with said work until the CONSULTANT receives a written "Notice to Proceed" from the DEPARTMENT. If the CONSULTANT does commence said work prior to receiving said "Notice to Proceed", the CONSULTANT shall forfeit any and all right to reimbursement for that portion of the work performed prior to the receipt of said "Notice to Proceed". The CONSULTANT shall notify the DEPARTMENT in writing of the exact date of commencement.

3. The DEPARTMENT shall promptly notify CONSULTANT of all necessary revisions or corrections related to CONSULTANT'S errors and omissions. DEPARTMENT'S notice to CONSULTANT shall specify the maximum time frame necessary for the correction. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT, and shall make such revisions and corrections without delay caused by the negligence, lack of adequate resources or any other cause within the CONSULTANT's control, and shall make such revisions and corrections without additional compensation. CONSULTANT shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the CONSULTANT of the responsibility for subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The CONSULTANT will be held responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the CONSULTANT. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the CONSULTANT shall reimburse the DEPARTMENT the amount of said excess.

4. The CONSULTANT shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination should require replacement. This individual shall be registered in accordance with Nevada Revised Statute Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with Nevada Revised Statutes, Chapter 625 and Nevada Administrative Code, Chapter 625.

5. The CONSULTANT acknowledges and agrees that the award of this Agreement was based, in part, on the qualifications, experience and capacity of the CONSULTANT'S PROJECT team and its commitment that such individuals would be available to undertake and perform all services identified herein in addition to its ability to manage the PROJECT. The CONSULTANT further represents, warrants and covenants that such individuals are available for and will fulfill the roles identified in its proposal. A key person is defined as any individual identified in the CONSULTANT'S proposal as part of the PROJECT team. If such a person leaves his position for a reason other than as set forth in Article II, Paragraph 6, the DEPARTMENT shall have the unilateral right to terminate this Agreement. If this Agreement is terminated in this manner, the CONSULTANT shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT and an amount of fee proportional to the work completed as of the date of termination. Additionally, the CONSULTANT shall not be entitled to any settlement costs, if any. Such termination will not occur if the CONSULTANT provides a replacement who is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when such individual has left his/her position. The CONSULTANT shall notify the DEPARTMENT within ten (10) calendar days, in writing, when such a vacancy occurs.

6. The termination rights described in Article II, Paragraph 5 above, shall not apply if the CONSULTANT removes or replaces such individual at the direction of the DEPARTMENT; or such individual dies, retires, becomes incapacitated or leaves the employment of the CONSULTANT (including the CONSULTANT's affiliates, subsidiaries and parent companies/organizations), or such entity that employed the individual for performance of services contained in this Agreement. This clause does not waive the requirement for the CONSULTANT to promptly propose a suitable replacement within thirty (30) calendar days for the DEPARTMENT's review and written consent. In the proposal for this PROJECT as submitted by the CONSULTANT, key personnel were listed to perform or supervise various aspects of design. Any change to these key positions or their salaries must be approved by the DEPARTMENT before payment shall be authorized.

7. The CONSULTANT shall at all times maintain control over and have complete responsibility for all services performed by the CONSULTANT and any subconsultants under this Agreement.

8. The CONSULTANT warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry. The standard of care applicable to CONSULTANT's services will be of the degree of skill and diligence normally employed by consultants performing the same or similar services at the time said services are performed.

9. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the CONSULTANT are unfavorable to its satisfactory prosecution. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the CONSULTANT must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the CONSULTANT.

10. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

11. The CONSULTANT shall not assign or subcontract any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The CONSULTANT will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or Agreement for said professional services. Should the CONSULTANT subcontract any professional services under this Agreement, it is the CONSULTANT's responsibility to include the requirement that the subconsultant comply with all provisions of 48 CFR Chapter 1, Part 31 in the agreement with the subconsultant. Should the subconsultant fail to comply with 48 CFR Chapter 1, Part 31, then the CONSULTANT will be responsible for any costs or deficiencies resulting from such noncompliance. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

12. The CONSULTANT agrees to complete and sign Attachment B - "Affidavit Required under Section 112 (c) of Title 23 United States Code" and Attachment C - "Certification Required by Section 1352 of Title 31, United States Code, Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities", attached hereto and incorporated herein.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause ten (10) calendar days after service of a termination letter to the CONSULTANT. In the event this Agreement is terminated in this manner, the CONSULTANT shall be paid for the cost of the professional services which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the CONSULTANT waives any and all claim(s) for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:

a. If the CONSULTANT fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the CONSULTANT to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the CONSULTANT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

d. If the DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the CONSULTANT's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the CONSULTANT, or any agent or representative of the CONSULTANT, to any officer or employee of the State of Nevada with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the CONSULTANT's breach of the Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said CONSULTANT. In case expenses exceed the sum which would have been payable under this Agreement, then the CONSULTANT shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. Whenever the professional services contemplated and covered by this Agreement have been completely performed on the part of the CONSULTANT, and all items of professional services have been approved and accepted by the DEPARTMENT, according to this Agreement, and the final payment made, this Agreement shall be terminated.

ARTICLE IV - COST

1. The "cost plus fixed fee" method of compensation shall be used for the CONSULTANT's services.

2. Indirect costs (overhead) of the CONSULTANT shall be apportioned among all professional services projects being done by the CONSULTANT during the term of this Agreement and will be billed at the provisional indirect cost rate of One Hundred Fifty-Eight and Fifteen Hundredths percent (158.15%) of direct labor costs. This rate may be adjusted to the actual indirect cost rate at the time of final audit.

3. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of Two Million, Nine Hundred Twenty Thousand, Nine Hundred Seventy-One and 07/100 Dollars (\$2,920,971.07). The fixed fee, to cover profit, shall be One Hundred Eighty-Seven Thousand, Fifty-Five and No/100 Dollars (\$187,055.00). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope.

4. The total cost of the services by the CONSULTANT shall not exceed the sum of Three Million, One Hundred Eight Thousand, Twenty-Six and 07/100 Dollars (\$3,108,026.07), which includes the fixed fee.

5. The DEPARTMENT will pay the CONSULTANT in monthly installments based upon progress and final payment reports in the DEPARTMENT's format submitted by the CONSULTANT in accordance with the unit price scheduled in the Agreement.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The CONSULTANT shall submit a signed invoice monthly for all services rendered along with one copy of substantiating documentation. The invoice must be submitted on the CONSULTANT's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting

procedure in the payment of the invoices submitted. The Fixed Fee shall be paid monthly and shall be calculated as a percentage of the direct salary plus overhead costs of that month's invoice until the full agreed fee is paid.

2. Payment will be made for one hundred percent (100%) of the amount of each invoice, until a maximum of ninety percent (90%) of the total Agreement costs have been billed by the CONSULTANT. Thereafter payment for the remaining ten percent (10%) of the total Agreement costs shall be withheld by the DEPARTMENT until such time as the professional services delivered by the CONSULTANT have been completely accepted by the DEPARTMENT. The final audit shall be performed after the release of the retained amount and may cause an adjustment of payments to the DEPARTMENT or to the CONSULTANT. No interest shall be paid to the CONSULTANT on this retained amount or any adjustment of payments.

3. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the CONSULTANT. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the CONSULTANT with a written explanation as to why payment has been withheld.

4. The total cost of services for this Agreement is the negotiated amount identified in Article IV, Paragraph 4. This amount was based upon the CONSULTANT's costs and fixed fee as well as the costs and fixed fees, if any, of all subconsultants. If a subconsultant does not expend all funds allocated to it for services identified in its agreement with the CONSULTANT, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the CONSULTANT shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

5. In accordance with Chapter 338.155 of the Nevada Revised Statutes, prompt payment, interest penalties and discounts shall be paid as follows:

a. The CONSULTANT shall be paid within sixty (60) calendar days of postmarked invoice which is complete, correct and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the CONSULTANT within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both parties for payment.

c. If the DEPARTMENT fails to pay the CONSULTANT the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed One Thousand and no/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The CONSULTANT shall be responsible for and shall comply with all applicable federal, state, and local government obligations and the DEPARTMENT policies and procedures. The CONSULTANT will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of the CONSULTANT in accordance with NRS Chapter 361.157 and 361.159. The CONSULTANT warrants that it has a valid business license. The CONSULTANT agrees to be responsible for and shall pay any such government obligations not paid by its subconsultants during performance of this Agreement. The DEPARTMENT may set-off against consideration due any delinquent government obligation.

2. It is expressly understood that the CONSULTANT is an independent contractor, and is subject to all statutes and laws, including Section 284.173 of the Nevada Revised Statutes, relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the CONSULTANT or any other party. Neither the CONSULTANT nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The CONSULTANT shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;
- d. Participation or contributions by either the CONSULTANT or the DEPARTMENT to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.

The CONSULTANT shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

4. Unless expressly provided in this Agreement, the CONSULTANT shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

5. The CONSULTANT shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by Nevada Revised Statutes.

6. The CONSULTANT shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of Three Million and No/100 Dollars (\$3,000,000.00).

7. The CONSULTANT shall furnish a Certificate, Declarations Page and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of the Agreement. The policies shall include 30-days advance written notice of any cancellation of said policies. The CONSULTANT shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

8. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

9. The DEPARTMENT has the option of requesting, at any time, a meeting with the CONSULTANT or his authorized representative to discuss and review PROJECT status and the CONSULTANT shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

10. The CONSULTANT has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The CONSULTANT acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT'S review shall not relieve the CONSULTANT of its total responsibility for the accuracy and correctness of data prepared under the terms of the Agreement.

11. The CONSULTANT shall appear as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at the CONSULTANT's current rate at the time such services are necessary.

12. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation and analysis data, reports (including files on disks), computations, tabulations, original drawings and design files (including CAD information on disks), correspondence input from external sources (including subconsultants), etc., shall be delivered to and become the property of the DEPARTMENT without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole responsibility. The CONSULTANT shall not utilize any materials, information or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The CONSULTANT shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

13. All design drawings must be created and delivered to the DEPARTMENT in Microstation "dgn" format. Drawing files converted to Microstation format from AutoCad, or other formats, will not be accepted by the DEPARTMENT. Files must be delivered using CD-ROM (ISO 9660) or tape (QIC 80). If the files require fewer than five (5) 3.5" floppy disks, the floppy disks may be substituted in lieu of CD-ROM or the tape. Files may be delivered compressed using "WINZIP 5.5" software. Delivery of a hard copy of design drawings shall also be required. All files must adhere to the DEPARTMENT's standards.

14. All roadway design engineering files shall be created and delivered to the DEPARTMENT in InRoads format. Design files converted to InRoads format, from other formats, will not be accepted by the DEPARTMENT. Files must be delivered using CD-ROM (ISO 9660) or tape (QIC 80). If the files require fewer than five (5) 3.5" floppy disks, the floppy/compact disc or flash drive, may be substituted in lieu of CD-ROM or the tape. Files may be delivered compressed using "WINZIP 5.5" software. All files must adhere to the DEPARTMENT's standards.

15. All reports and notes for special provisions shall be delivered to the DEPARTMENT on 3.5" floppy disks, compact disc or flash drive, using the most current version of Microsoft Word. Delivery of a hard copy of reports and notes for special provisions shall also be required.

16. The CONSULTANT and all successors, executors, administrators, and assigns of the CONSULTANT's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the CONSULTANT is bound with respect to each of the terms of this Agreement.

17. The CONSULTANT warrants that they have not employed or retained any company or persons (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement and that he has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the CONSULTANT) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair the parties' rights to file suit in the state district courts of the State of Nevada.

19. During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

a. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. **Nondiscrimination:** The CONSULTANT, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. **Solicitations for Subcontracts, Including Procurement of Materials, and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

d. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. **Agreements with subconsultants** will include provisions making all subconsultant records available for audit by the DEPARTMENT or the FHWA.

g. **Incorporation of Provisions:** The CONSULTANT will include the provisions of Paragraphs (a) through (e) in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

20. In the event federal funds are used for payment of all or part of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The CONSULTANT certifies that neither it nor its subconsultants, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The CONSULTANT and subconsultant shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The CONSULTANT and subconsultant shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the CONSULTANT whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Agreement.

23. The CONSULTANT shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible or assessments on any insurance policies purchased by the CONSULTANT.

24. The CONSULTANT is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/Vendor_Services.html. The CONSULTANT will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

25. The CONSULTANT hereby agrees that, prior to any sale, transfer, business name change, change in principals or any other occurrence that alters this Agreement in any way between the CONSULTANT and the DEPARTMENT, the CONSULTANT shall notify the DEPARTMENT of their intent at least seven (7) days prior to making said change.

26. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn: Cole Mortensen
Nevada Department of Transportation
Project Management
1263 South Stewart Street
Carson City, NV 89712
(775) 888-7742
Fax: (775) 888-7322
E-mail: cmortensen@dot.state.nv.us

FOR CONSULTANT: Lolene Terry, P.E., Vice President NV Ops.
HDR Engineering, Inc.
7180 Pollock Drive, Suite 200
Las Vegas, NV 89119
(702) 938-6002
Fax: (702) 938-6060
E-mail: Lolene.Terry@hdrinc.com

27. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

28. As used herein the term "CONSULTANT" shall include the plural as well as the singular, and the feminine as well as the masculine.

29. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

30. The CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by the CONSULTANT to the extent that such information is confidential by law or otherwise required by this Agreement.

31. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

32. The CONSULTANT shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The CONSULTANT shall not assign or subcontract any of the work performed under this Agreement without the prior written

approval of the DEPARTMENT. The CONSULTANT shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

33. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

34. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages, and to the prevailing party's reasonable attorney's fees and costs.

35. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.


36. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

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

IN WITNESS WHEREOF, the CONSULTANT has signed and the DEPARTMENT has caused its name to be signed hereon on the date first above written.

CONSULTANT: HDR Engineering, Inc.

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



Lolene J. Terry
Name (Print)

Vice President
Title (Print)


Director

For

Approved as to Legality and Form:

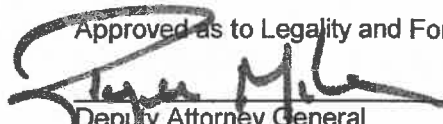

Deputy Attorney General

Exhibit A

**Scope of Services for Engineering Support Services for
DESIGN of a NEW SYSTEM-TO-SYSTEM INTERCHANGE at CC-215 AND US- 95
NDOT Project No. 009-09-015
December 30, 2009**

1.0 GENERAL

1.1 Project Location and Background

The northwest portion of Las Vegas has experienced significant growth in recent years and this trend is projected to continue. To accommodate this growth, the Nevada Department of Transportation (NDOT) or "Department" and Clark County have proposed to improve the existing interchange between CC-215 and US-95 to a full system to system interchange configuration.

1.2 Project Description

The US-95 Northwest Environmental Assessment Report, prepared by Clark County Department of Public Works, included a conceptual level design for the proposed Systems Interchange and provided necessary documentation for environmental approval of the proposed improvements. The NDOT Roadway Design Division has furthered the design, by making improvements to the geometry of the fourth level flyover ramps to improve function of these ramps and reduce the interchange footprint. The project is anticipated to consist of a number of new bridges, bridge widening and other structures as follows:

- four new directional ramp structures, two on the third level of the interchange and two on the fourth level
- new CC-215 over US-95 eastbound structure
- widen CC-215 westbound structure over US-95
- new structure for CC-215 eastbound to US -95 southbound over Tulip Off-Ramp
- new structure on the west to north ramp over the Buffalo drive access roadway
- Retaining walls are anticipated at various locations throughout the interchange, particularly at the terminus of each flyover ramp.

NDOT is leading the final design of the system to system interchange through its Project Management Division. The team includes members from NDOT Project Management, Roadway, Bridge, Geotechnical, Right of Way, Utilities and Traffic Divisions. In order to meet schedule, NDOT has enlisted the support of a Consultant Team for various portions of the project development. The Consultant will act as an extension of the NDOT team and work in cooperation and coordination with the team through the Project Management Division. In order to expedite schedule and meet the needs of the other NDOT team members, the Consultant scope of services and agreement will be completed in two phases. This scope of work includes Phase 1 services, with a contingency amount to begin Phase 2 services. The two phase approach allows NDOT to determine the work capabilities of their own staff and then use the Consultant Team only as necessary for other items of work. The following items related to Consultant services are included in this Phase 1 Scope of Work:

- Project Management and Meetings for consultant team, as defined in Section 3 of this scope.
- Preliminary design of bridges as described in Section 4 of this scope. In addition, to maintain schedule, an allowance is included to commence intermediate design of

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Consultant designed structures. This allowance will allow the consultant to begin work once given notice to proceed on the final design, without waiting for the Phase 2 amendment to be signed. The allowance amount will be included as part of the negotiations for the Phase 2 elements of work. Invoices will clearly separate the Phase 1 and Phase 2 hours. The Consultant will not begin Phase 2 work without written Notice to Proceed and scope direction from NDOT.

- Preliminary geotechnical investigation and assessment as described in Section 5 of this scope. In addition, to maintain schedule, an allowance is included to commence geotechnical investigations for final design of the structures. The allowance amount will allow the geotechnical investigation to begin without waiting for the Phase 2 amendment to be signed. The allowance amount will be included as part of the negotiations for the Phase 2 elements of work. Invoices will clearly separate the Phase 1 and Phase 2 hours. The Consultant will not begin Phase 2 work without written Notice to Proceed and scope direction from NDOT.
- Traffic data collection and model verification to support project development. Evaluate models for accuracy and determine access impacts of interchange configuration with the current and projected land use. Additional traffic tasks for travel demand modeling / evaluation of staged construction and/or the development of the traffic management plan will be included in a supplemental agreement to be executed at a future date. (Section 6 of this scope of work)
- Assistance with public outreach (Section 7 of this scope of work)
- Cost risk assessment and value engineering (CRAVE) workshops (Section 8 of this scope of work)
- Structures MOT / Constructability Analysis (Section 9 of this scope of work)
- Geometric Review (Section 10 of this scope of work)
- Contract Administration Support (Section 11 of this scope of work).

Anticipated scope of work for Phase 2:

- Final structures design,
- Final geotechnical design,
- Additional traffic analysis necessary for staged construction and the traffic management plan.

1.3 Schedule

1.3.1 Preliminary Design Milestone dates

Task	Anticipated Completion (Days from Notice to Proceed)
Project Management Plan	30 days
Draft Public Outreach plan	30 days
Pre-CRAVE Study Meeting	45 days
Geometric Review	60 days

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Task	Anticipated Completion (Days from Notice to Proceed)
Cost Risk Assessments	75 days
Value Engineering (Assessment) Study	75 days
Geotechnical Data and Design Technical Memoranda	90 days
Present VE findings	100 days
Preliminary Submittal	120 days
Final design field exploration plan	120 days

1.3.2 Final Design Milestone Dates

The milestone schedule for the final design submittals will be established in coordination with NDOT Project Management in the Final Design Amendment.

2.0 DESIGN CRITERIA**2.1 Design References**

The following documents are design references developed and published by the Department and other agencies and adopted for use in the design of this project. In this listing are current standards, specifications, manuals, policies, guides, and procedures that shall be applied to the various aspects of the project. Additional documents may be added by the Department as needed. The most current Department adopted edition of each document shall be the one followed for this project. If the current edition used by the Department changes during the course of this project, the new adopted edition may be used. If this occurs, the effort required to modify the contract documents to conform to the newer standard will require a contract amendment.

2.1.1 NDOT Publications

- Standard Drawings,
- Standard Plans for Road and Bridge Construction,
- Standard Construction Plan Symbols, Design Layout and Drafting Methods,
- CADD Standards (standards/workspace provided by the Department on CD),
- Geotechnical Policies & Procedures Manual, updated February 14, 2005,
- Plan Preparation Guide, 2007,
- Road Design Guide, 2009 Edition,
- Work Zone Safety & Mobility Implementation Guide, January 1, 2008, Includes Revision 1 dated March 2009.

2.1.2 Specifications

- Standard Specifications for Road and Bridge Construction.

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2.1.3 Manuals

- NDOT Project Management Guidelines, 2009,
- NDOT Project Design Development Manual,
- NDOT Structures Manual,
- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2003 Edition.

2.1.4 Policies, Guides, and Procedures

- Sign Supplement to the Standard Highway Signs Manual,
- Engineer's Estimate of Reasonable Unit Prices,
- Design Submittal Requirements,
- NDOT Public Hearing Procedures.

2.1.5 AASHTO Publications

- Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals,
- AASHTO LRFD Bridge Design Specifications, 4th Edition with Interims thru 2009,
- AASHTO Manual for Condition Evaluation of Bridges, 2nd Edition with Interims thru 2003,
- AASHTO Manual on Subsurface Investigations 1988,
- Roadside Design Guide, 3rd Edition 2006, with updated Chapter 6,
- A Policy on Geometric Design of Highways and Streets, 2004, Fifth Edition.

2.1.6 FHWA Publications

- Standard Highway Signs,
- Public Involvement Techniques in Transportation Decision Making.

2.2 Project Design Criteria

Design for this project and preparation of contract documents shall be guided by the design references listed in Section 2.1 and by the Design Criteria Memorandums. The Design Criteria Memoranda will be prepared by the Consultant prior to commencement of final design and may be amended as necessary when approved by the Department. If the Criteria is amended, the effort required to modify the contract documents shall be reviewed and a contract amendment issued for the additional effort. The project drawings will be developed in accordance with current NDOT criteria in English format.

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3.0 PROJECT MANAGEMENT

3.1 Design Meetings

3.1.1 Kick-off Meeting

The Consultant shall attend a kick-off meeting in Las Vegas with NDOT design team members to review the scope of the project, receive input on areas of concern or special requirements, and gain an understanding of the current status of the roadway, traffic and hydraulic design efforts. The meeting shall be attended by the Consultant's PM, Structures Design Lead, Traffic Lead, Geotechnical Lead and Constructability Lead.

3.1.2 Preliminary Design Review

The Consultant shall attend a preliminary design review meeting in Carson City to respond to comments made by the Department and other project stakeholders. The meeting shall be attended by the Consultant's PM, Structures Design Lead, Traffic Lead, Geotechnical Lead and Constructability Lead.

3.1.3 Intermediate Design Review

The Consultant shall attend an intermediate design review meeting in Carson City to respond to comments made by the Department and other project stakeholders. The meeting shall be attended by the Consultant's PM, Structures Design Lead, Traffic Lead, Geotechnical Lead and Constructability Lead.

3.1.4 Discipline Design Review

The Consultant shall attend a discipline review meeting in Carson City to respond to comments made by the Department and other project stakeholders. The meeting shall be attended by the Consultant's PM, Structures Design Lead, Traffic Lead, Geotechnical Lead and Constructability Lead.

3.1.5 Quality Assurance Design Review

The Consultant shall attend a quality assurance review meeting in Carson City to respond to comments made by the Department and other project stakeholders. The meeting shall be attended by the Consultant's PM, Structures Design Lead, Traffic Lead, Geotechnical Lead and Constructability Lead.

3.1.6 Final Review

The Consultant shall attend a specification and plan review meeting in Carson City to respond to comments made by the Department and other project stakeholders. The meeting shall be attended by the Consultant's PM, Structures Design Lead, Traffic Lead, Geotechnical Lead and Constructability Lead.

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3.1.7 Right-of-Way Setting**3.1.7.1 Preliminary Right-of-Way Setting Meeting**

The Consultant shall attend a meeting with the Department's personnel prior to the intermediate submittal to establish temporary construction easement needs and/or confirm that additional right-of-way is not needed. This meeting shall be at the Department's District 1 in Las Vegas. The Consultant's PM and Structural Design Lead will attend this meeting.

3.1.8.2 Final Right-of-Way Setting Meeting

If required, the Consultant shall attend a final right-of-way setting meeting with the Department and other project stakeholders. This meeting shall establish the final right-of-way and no further revisions should be made to the right-of-way. It is assumed that this meeting shall be at the Department's District 1 in Las Vegas. The Consultant's PM and Structural Design Lead will attend this meeting.

3.1.8 Monthly Design Team Meetings

The Consultant shall attend the monthly design coordination meetings, draft and submit meeting notes to the NDOT Project Manager and appropriate attendees for review. The Consultant shall incorporate comments and distribute the meeting notes to all attendees and identified stakeholders. The NDOT Project Manager shall schedule design meetings unless otherwise stated. Monthly Design Team Meetings will be attended by the Consultant's PM and two Senior Discipline Leads. Meetings are anticipated to be held in the NDOT Carson City offices.

3.1.9 Cost Analysis and Value Engineering Meetings

See Section 8.0 of this Scope of Work for a detailed description of meetings anticipated as part of the Cost Analysis and Value Engineering effort.

3.1.10 Structures MOT / Constructability Meetings

See Section 9.0 of this Scope of Work for a detailed description of meetings anticipated as part of the Structures MOT (Maintenance of Traffic) /Constructability Analysis.

3.1.11 Structures / Utility Coordination Meetings

The Consultant shall attend meetings with Kern River Gas Transmission Corporation, CenturyLink (formerly Embarq), Clark County Regional Flood Control District, NV Energy, COX, Southwest Gas, and LVVWD to coordinate structure location, design and construction impacts. A total of three meetings are anticipated with each of these utility stakeholders and will be attended by the Consultant's PM and Lead Structural Engineer.

3.1.12 Internal Structures Team Coordination Meetings

The Consultant shall attend biweekly meetings to discuss status of bridge design efforts and coordinate structural details. On weeks coinciding with the regular monthly meeting, as defined in Section 3.1.8, the meetings will be held in the NDOT Bridge Conference Room in Carson

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City. Other meetings will be held via teleconference / Live Meeting web conferencing. A total of 18 meetings is anticipated and will be attended by the Consultant's PM, Structures Design Lead and Structures Detail Coordinator.

3.2 Field Reviews

During design the Consultant shall visit the site as necessary for design. It is assumed that three site visits shall be required.

3.3 Construction Cost Estimates

3.3.1 Developing and Maintaining Cost Estimates

The Consultant shall provide the Department's Project Manager with the initial conceptual cost estimate for the bridges, walls and other elements of work defined in this scope of work. A detailed cost estimate, including the Department's bid item numbers and descriptions, shall be submitted with each milestone submittal. Unit prices shall be based on the Department's current Reasonable Bid Price Database and the Department's Project Estimation Guide. The Consultant's estimates will be used by the Department to track project costs and to develop the Special Provisions. Each estimate submittal shall contain a summary of which bid items were added or deleted from the previous submittal. Quantities will be at the preliminary design level, but most bid item numbers will be identified to cover all known work. The Consultant shall notify the Department's Project Manager immediately of any significant changes to the construction cost estimate.

3.4 Project Administration

The Consultant shall provide a committed, readily available management and design team focused on the CC 215 / US 95 System Interchange project that is knowledgeable of past and proposed Department efforts, experienced with the proposed scope elements, and has the available capacity to successfully oversee all design efforts within the defined schedule. The Consultant shall provide the Department monthly, detailed management reports clearly identifying project progress (budget and schedule). The project management reports will identify work completed, schedule and progress relative to the schedule, budget used and available for the various tasks, action items and work proposed for the coming month.

The Consultant shall submit a proposed Project Management Plan to the Department within 30 days of NTP. This plan shall include project communication protocols, project team members (including those from the HDR team, the NDOT Design Team and primary stakeholders), task assignments, task budgets, project administrative procedures (including documentation and filing requirements), the project quality control plan, health and safety requirements, document production requirements, decision log requirements, and design criteria (including design manuals, code requirements and units of measure).

3.5 Project Coordination

3.5.1 Coordination with Other Agencies

The Consultant shall coordinate design activities with other agencies that are considered project stakeholders by the Department's Project Manager. The Department's Project Manager

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shall be invited to all such meetings. The Consultant shall be responsible for coordinating, attending and preparing meeting minutes for those meetings required. It is estimated that two meetings shall be required for local agency coordination to be held in Las Vegas. These meetings will be attended by the Consultant's PM and up to two task leads.

3.6 Project Closeout

When requested by the Department's Project Manager, the Consultant shall provide the Department's Project Manager with electronic copies of project documentation which includes, but is not limited to, correspondence, design criteria, design calculations, CADD files, cost estimate, quantity book, and bid addendums. The Consultant shall provide three copies of the project electronic files.

3.7 Project Management Deliverables

- Meeting Minutes.
- Project Management Plan – One (1) copy.
- Milestone Construction Cost Estimates – One (1) copy.
- Design Schedule Updates – One (1) copy.
- Monthly Progress Report – One (1) copy.
- Preliminary Construction Schedule – One (1) hard and electronic copy at intermediate, and PS&E submittals
- Final Design Calculations/Documents – One (1) copy.
- Project Closeout Electronic Files on CD or portable hard drives – Three (3) copies

4.0 STRUCTURAL

4.1 Preliminary Design

4.1.1 Bridge Type Selection Report

The Consultant shall prepare three (3) Bridge Type Selection Reports discussing the merits of available structure types for the Preferred Alternative based on the approved geometrics. The report shall consist of a discussion on alternatives for superstructure and substructure types, foundation types, preliminary cost estimates for each bridge type evaluated (based on a typical structure within each report), evaluation of construction methods, construction phases, other design considerations, and preliminary plans including plan, elevation, and typical sections drawings for the preferred alternative. Preliminary construction cost estimates will be prepared for all structures based on the preferred alternative. The Bridge Type Selection Report shall conform to applicable sections of the NDOT Structures Manual and guidelines.

The following Bridge Type Selection Reports will be prepared for the following structures:

Flyover Bridges

- US-95 NB to CC-215 WB Directional Flyover Ramp (HDR)
- US-95 SB to CC-215 EB Directional Flyover Ramp (HDR)

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- CC-215 WB to US-95 SB Directional Flyover Ramp (HDR)
- CC-215 EB to US-95 NB Directional Flyover Ramp (HDR)

Mainline CC-215 over US-95 Bridges

- CC-215 EB over US-95 structure (R2H)
- CC-215 WB over US-95 structure widening (R2H)

Grade Separations

- E-S Ramp over Tulip Off Ramp (GC Wallace)
- CC-215 WB to US-95 NB Ramp over Local Access (GC Wallace)

Retaining walls are anticipated at the terminus of each flyover ramp. Retaining wall selection will be discussed within the Bridge Type Selection Report for each applicable structure.

4.1.2 Retaining Wall Cost Analysis

The Consultant shall develop a cost comparison for cast-in-place cantilever and mechanically stabilized retaining walls. The analysis shall define cost as a function of wall height.

4.1.3 Design Criteria

The Consultant shall submit for approval a detailed listing of the design criteria to be used in the final design of all structures, as described in Section 2.2. The listing shall be submitted for approval after acceptance of the preliminary design and prior to starting the Intermediate Design.

4.1.4 Other Structures

While final design services are anticipated for drainage structures and traffic structures, preliminary design services are not anticipated for these structures or included in this scope of work.

Noise walls are not anticipated on this project and are not included in this scope of work.

4.2 Intermediate Structures Design

Intermediate Structure Design efforts will be included in Phase 2. 5000 labor hours are included within this scope of work to undertake the beginning of intermediate design. A supplemental agreement will be executed for the remainder of this work.

4.3 Final Structures Design

Final Structure Design efforts will be included in Phase 2. A supplemental agreement will be executed for the remainder of this work.

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5.0 GEOTECHNICAL**5.1 Review of Available Data & Field Review**

Available information regarding the project, including proposed layout and profile of roadways, bridges and walls, and drainage structures, and any available published and unpublished geotechnical and geologic information will be obtained, reviewed and compiled. This will include, but not be limited to, available pertinent as-built plans, geologic maps and reports, geotechnical reports, topographic mapping, aerial photography, and reports prepared by or for NDOT, Clark County or others. A field review of existing site conditions, focusing on geotechnical site conditions, will also be performed.

5.2 Initial Subsurface Condition Assessment Memorandum

Based on the Existing Subsurface Conditions memorandum, initial recommendations will be provided to the design team for use in comparison of structure types and configurations. The results of the literature review and initial recommendations will be summarized in an Initial Subsurface Condition Assessment memorandum, to include the following information:

- An existing exploration location plan showing the locations and depths of previous explorations. Conceptual level bridge limits, pier placement and abutment placement will be included on the plan.
- Description of the regional and site specific geology, geologic hazards, and groundwater conditions.
- Discussion of subsurface geotechnical profile, existing geotechnical data, and associated foundation design considerations.
- A preview of general factored bearing resistance strength limit state and estimates of bearing resistance at the service limit state corresponding to one-inch of settlement using existing soil strength data with a range of effective footing widths, extrapolated where required.
- A preview of factored and nominal resistance charts for various shaft diameters based on extrapolations of existing data. An initial assessment of shaft settlement will also be provided.

5.3 Geophysical Data Collection

A geophysical testing program is proposed, consisting of compression (P-wave) refraction and shear wave (S-wave) ReMi surveys. The refraction data will be used to obtain caliche rippability data. Where velocity inversions due to near-surface caliche layers are not observed, the refraction surveys will also be used to develop two-dimensional subsurface models using P-wave tomography. The shear wave (S-wave) ReMi surveys will be performed to obtain seismic site classification data, additional caliche rippability data and to evaluate potential variability of subsurface conditions, including the locations and depths of low velocity layers anticipated to correspond to fine grained soil deposits. The proposed ReMi surveys will provide a one-dimensional shear wave velocity profile to a depth of 100 feet which will support the seismic site classification. Pending NDOT concurrence, ReMi shear wave velocities may also be used to evaluate an equivalent elastic modulus for preliminary settlement analyses for comparison to elastic settlement estimates using other methods. A memo will be developed

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by Kleinfelder presenting a detailed description of methodology that will be used for NDOT approval prior to analysis.

A total of eight seismic refraction surveys will be performed using 24 geophones along an array 240 feet in length. Approximately ten shot points will be performed along each line, using a sledge hammer as an energy source. Eight ReMi surveys will be performed, one each at the seismic refraction survey locations, using 24 geophones along two perpendicular arrays approximately 240 feet in length to characterize the degree of observed isotropy at each survey location in addition to the shear wave velocity profile. The ReMi surveys will be performed using ambient noise as the energy source.

Areas for geophysical testing will be identified based on correlations between the published geologic map data and review of existing geotechnical boring data. The locations of proposed structures will be considered in the selection of the geophysical survey line locations; to the extent that specific locations of flyover piers are available and accessible for geophysical survey, the intersections of the ReMi survey lines will be targeted for these areas. A site plan showing the proposed locations and orientations of the survey lines will be submitted to NDOT for approval prior to testing. The results of the geophysical testing program will be used to select the locations for the Phase I preliminary borings as described in Section 5.4; specifically, survey lines indicating the presence of low velocity zones will be targeted.

The geophysical surveys will be performed by Jim O'Donnell, a consulting geophysicist based in Boulder City, Nevada, who will run the field tests, process, and interpret the data. Mr. O'Donnell is a consultant/contractor to Las Vegas geotechnical companies in the use of geophysical methods and solving geotechnical problems. He has pioneered and developed the use of active sources and 2D profiling with the Refraction Microtremor (ReMi) method for obtaining seismic site classification (V_s) as required by the IBC 2006. He has both a BS (1961) and MS (1964) from UC-Berkeley in geophysics, and has served on the NV Earthquake Safety Council since 2003.

The equipment used by Mr. O'Donnell includes a DAQ III 24 channel seismograph (<http://seismicsource.net/phpnuke/html/daqiii.php>). The following software will be used for analysis and was developed at UNR by Prof. John Louie:

ReMi - <http://optimsoftware.com/products/images/remi.pdf>

SeisOpt @2D - <http://optimsoftware.com/products/2d/>

5.4 Preliminary Design Phase Subsurface Investigation

Based on the initial recommendations developed in Section 5.2, the structural designer(s) will assess both spread and deep foundation systems in concert with other preliminary bridge development considerations. It is understood that the current subsurface data is limited in depth; therefore, it is recommended that the existing data be extrapolated with some degree of conservatism to depth in order to establish a basis for the depth of exploration.

Four borings are proposed for the Preliminary Design Phase of the project. The nominal and factored resistance charts provided in the Initial subsurface Condition Assessment will be analyzed by the structural designer(s) to establish depth of proposed borings based on estimates of footing geometry. Based on estimated required bearing resistance, the proposed borings will be extended to a minimum of 20 feet below anticipated shaft tip or 120 feet below existing site grade, whichever is deeper. For purposes of this scope and fee estimate, a depth of 120 feet is assumed.

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These borings will provide soil profile and laboratory testing to support the preliminary design where existing data is not sufficient. Specifically, the preliminary exploration program would target areas where fine grained soils without significant cementation are anticipated to be present. These areas are judged to be the controlling case for spread foundation feasibility assessment and also are significant to the development of a preliminary deep foundation analysis. The borings would be performed following the geophysical testing program to allow for exploration of zones of low velocity soils identified. Geophysical survey and borings will be located, to the extent possible, within proposed substructure element footprints through coordination with the structural designer(s).

The locations of the preliminary borings will be staked and recorded initially using hand-held GPS locators. It is our understanding that the locations may be surveyed later during either the preliminary or final design phase of the geotechnical subsurface investigation by NDOT field crews.

A map showing the proposed boring locations will be submitted to NDOT for approval prior to initiating drilling. Should refusal on caliche or other resistant layers occur before the planned depth of 120 feet, a larger drill rig or alternative drilling method will be employed. Alternate drilling methods, if required, will be submitted to NDOT for approval prior to mobilization. A field professional from Kleinfelder will maintain a log of soils encountered and obtain samples for visual observation, classification and laboratory testing. All logging will be performed by personnel with minimum credentials consisting of a 4-year degree in either geology or civil or geological engineering and under the supervision of a licensed engineer. At a minimum, a sampling interval of 2.5 feet will be used between 5 and 50 feet and a sampling interval of 5 feet will be used between the depths of 50 and 120 feet, alternating between the Standard Penetration Test (SPT) sampler and modified-California sampler. The number of blows necessary to drive the sampler will be recorded for each interval.

Hollow stem augers equipped with energy-calibrated automatic drop hammers for drive sampling are proposed for all borings above the groundwater table to obtain bulk and drive samples. Drilling rates in cemented soils will be recorded. Core samples will be obtained and tested during the field exploration program of the final design phase.

The depth to groundwater, if encountered, will be measured upon completion of drilling. We anticipate that groundwater may be encountered at depths ranging between 100 and 150 feet in the site area. All borings that encounter groundwater will be backfilled according to applicable Nevada Revised Statutes (NRS) requirements.

The order of precedence for applicable standards for subsurface exploration, sampling, and testing on this project shall be NDOT, AASHTO, and ASTM.

Kleinfelder will obtain encroachment permits and coordinate traffic control required to complete the geotechnical explorations. It is anticipated that one drill crew will be required to complete the preliminary field work according to the schedule provided. Each drill rig used during the preliminary and final field exploration programs will be tested for hammer efficiency.

The locations of proposed field explorations will be marked and Underground Service Alert will be notified of our intent to dig in accordance with State law. Kleinfelder requests that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided prior to marking our field explorations. Air lancing will be performed to a depth of five feet for each of the explorations to aid in avoiding existing underground utilities. Although performing air lancing does not

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guarantee that the locations are clear of underground utilities, it decreases the risk associated with drilling in the subsurface.

A reasonable attempt will be made during the marking of the field exploration locations to avoid utility line conflicts; however this scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by the drilling activities. Kleinfelder will not be responsible for the fees associated with the repair of damaged utilities.

Subsurface Investigation Assumptions

The scope of work described above and the associated fee assume the following:

- Permission to access the site will be provided;
- Drilling will be performed during regular daytime hours;
- Utility plans for the site will be provided the Consultant prior to marking of the locations of soil borings;
- Drilling on weekends is not required;
- Soil borings will be backfilled with soil cuttings and bentonite where required;
- Chemical analyses on soil cuttings and/or groundwater for environmental evaluations are not required;
- the scope of work included within this fee estimate does not include any services in connection with the discovery of potential contamination during the drilling and sampling operations. In the event that such material is suspected, NDOT will be notified immediately for direction before proceeding on any out-of-scope services.

5.4.1 Pressuremeter Tests

Pressuremeter testing is proposed as part of the Phase I preliminary exploration to assess strength and compressibility characteristics of the fine grained soils. The presence of partial cementation and caliche nodules are anticipated within the fine grained soils of the project area and may inhibit thin walled, push-tube sampling and/or recovery of driven samples of sufficient size, quantity, and quality for representative laboratory testing. Pressuremeter test results can be used to provide in-situ data for evaluating deep foundation capacities and to develop p-y curves for lateral load analyses. The PMT data can also be used in predicting overall settlement of shallow foundations and bearing capacity.

The proposed pressuremeter testing would be performed subsequent to completion of the four soil borings. Layers of fine grained and or low-blow count soils identified in the borings would be selected for testing. A mud rotary drill rig will be used for the limited PMT program targeting the predetermined test zones based on field classification, blowcount tests, and the geophysical surveys. A memo describing the locations and objectives of the PMT program will be provided to NDOT for review and approval in advance of testing.

5.4.2 Laboratory Testing

An examination and visual soil classification will also be performed on each sample as they are received. Laboratory testing of selected soil samples recovered from the borings and test pits will be performed as considered necessary for engineering analysis and design. Laboratory tests will be performed to evaluate soil properties for bridge, retaining and sound

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wall and drainage structure support, corrosion potential to support corrosivity assessments by others, earthwork and slope design and excavation conditions. The laboratory testing program will likely include the following tests:

- Moisture content, sieve analysis and plasticity index (Atterberg Limits) for every sample collected.
- Unit weight on all testable tube or ring samples.
- Consolidated, undrained triaxial shear testing where suitable samples are recovered.
- Consolidation/collapse following NDOT approved sampling and testing procedures.

5.5 Preliminary Engineering Analysis & Report Preparation

The results of the field exploration, laboratory tests, and engineering analysis will be summarized. Preliminary foundation design recommendations will be provided in separate Data and Design Technical Memoranda grouped into structures with anticipated similar conditions to the extent that supporting data allows. The memoranda will address design issues as follows:

- Description of the regional and site geology, geologic hazards, and groundwater conditions.
- Description of the subsurface geotechnical profile.
- Logs of the explorations, site plans showing the exploration locations, and a description of the procedures and equipment used in the exploration program.
- Results of laboratory tests, a description of test methods and summaries of the test data.
- Recommended foundation factored bearing resistances, foundation depths and geometries, and criteria for design for the resistance of lateral loads.
- Initial estimate of factored bearing resistance charts for various drilled shaft diameters for both redundant and non-redundant cases.
- Initial criteria for the resistance of lateral loads on drilled shafts.
- Initial service-limit resistance charts based on foundation settlement analyses corresponding to $\frac{1}{2}$ ", 1", 1 $\frac{1}{2}$ ", and 2" of settlement for spread type footings with varying foundation geometry.
- Preliminary bridge abutment wall design criteria, including lateral earth pressure recommendations.
- Initial factored bearing resistance charts for conventional and MSE-type retaining wall foundations.
- Preliminary recommendations for lateral loads on retaining walls.

The above recommendations will be limited to preliminary recommendations for use in preliminary design with the understanding that development of detailed recommendations will be deferred until final design. Documentation of the engineering analyses performed will be clearly stated, along with the method and basis of analyses, assumptions and limitations. The Existing Subsurface Information Technical Memorandum will be referenced but not incorporated.

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Technical memoranda will be prepared under the supervision of a Nevada Registered Professional Engineer. Two (2) draft copies each of preliminary memoranda will be provided, along with an electronic copy (.pdf file) for review and comment. Review comments will be addressed and resulting changes incorporated into final Phase I Preliminary Design memoranda, as applicable. Four (4) hard copies and an electronic copy (.pdf file) of each final memoranda will be provided. Preliminary results and recommendations can be provided verbally to the design team as available, if needed.

5.6 Final Design Phase Exploration Plan

A final design field exploration plan will be developed based the results of the Phase I Preliminary Design. A boring location plan will be prepared showing the locations of existing site features, along with structure and substructure elements provided by structural designer(s); the approximate locations of previous explorations; Phase I borings and geophysical survey and boring locations; and the proposed locations of Phase II Final Design explorations. All permitting, utility clearance and other field work preparation activities associated with the Phase II Final Exploration will be scoped as part of the later Phase II services.

5.7 Geotechnical Transition Services

It is our understanding that a Transition Services geotechnical budget of approximately \$300,000.00 will be established to provide continued services after the preliminary exploration is completed and until the scope of work for final design is negotiated. These services may include updates or revisions to the Final Exploration Plan; field review, locating and permitting for all or part of the Final Exploration program; mobilization and drilling of the first borings to be completed as part of the Final Exploration program; and laboratory testing. NDOT approval will be required in advance of any worked performed as part of the Transition Services. A sample breakdown of the estimated Transition Services for budgeting purposes has been included in the accompanying fee estimate.

6.0 TRAFFIC ANALYSIS

6.1 Traffic Data Collection

Collection of the following traffic information:

- Obtain original CORSIM model created by the previous consultant used in the traffic report as part of the environmental documentation (NDOT).
- Obtain HCS analysis completed by NDOT, to be validated using CORSIM (NDOT).
- Obtain CORSIM model in progress from NDOT with updated node numbering convention and updated geometry (NDOT).
- Obtain existing traffic volumes from the most current traffic report approved by NDOT Traffic Information (NDOT).
- Obtain originally submitted 215 Change of Access Report (NDOT).
- Obtain all documentation concerning methodology and assumptions used for traffic volume forecasts for the 215 Change of Access Report (NDOT).
- Obtain existing and projected traffic for 215 (SNRTC).

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- Obtain adopted/proposed land use plans from available documentation for each affected entity, for use in validation of projected traffic volumes.
- Obtain street and highway networks and long and short range transportation plans from Clark County.

6.1.1 Traffic Coordination

- Hold a preliminary meeting with traffic operations and traffic planning divisions at NDOT in Carson City.
- Determine validity of original Consultant's model and their underlying assumptions.
- Determine validity of Regional Transportation Commission of Southern Nevada (RTC) traffic projections from the travel demand model.
- Discuss appropriate measures of effectiveness (MOE's)
- Determine changes to underlying model assumptions that may need to be updated as a result of slowed economic growth in the project limits.

6.1.2 Data Collection for Current and Future Conditions

- Develop a data gap study to determine the extent of available data for the project area.
- Develop a traffic data collection plan to collect data that is incomplete and/or inadequate to support the traffic analysis for the design phase of the project. This may include performing traffic volume counts on roadways, and peak hour turning movements at intersections according to methods and procedures approved by the NDOT Traffic Information Division. Additional traffic counts have not been accounted for in this scope of work; if they are required they will be considered a separate task.
- Implement the traffic data collection plan, after receiving approval of the NDOT Traffic Information Division, and provide the results to NDOT's Project Manager in the manner and formats prescribed by the Traffic Information Division.
- Identify and document existing travel lanes, shoulder and right-of-way widths on CC-215 and US-95 mainlines and identified collectors.
- As part of the study, existing, interim, and ultimate preliminary roadway geometric layouts will be needed to evaluate traffic flows with the travel demand model in addition to developing the microsimulation network. Only the number of roadway lanes is required for the travel demand model. For the microsimulation effort, information is needed for lane diagrams that illustrate locations of lane additions/drops. HDR will prepare preliminary lane concepts for the interim and ultimate scenarios.
- Develop a summary of other transportation planning documents and land-use planning efforts from available documentation for each of the affected entities/counties. Including but not limited to the following:
 - Land Use Master Plan
 - Regional Transportation Plan
 - Transit Needs Assessment
 - NDOT Planning Documents
- Determine appropriate values for the following:
 - Origin destination data
 - Percent trucks
 - Annual growth rate
 - Measures of effectiveness

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- Determine current and historical High Accident Locations (HALs) based on accident data supplied by NDOT's Safety/Traffic Division.

6.1.3 Anticipated Traffic Analysis Products/Deliverables

- Technical Memorandum #1 summary of existing data and data gap study.
- Technical Memorandum #2 on Assumptions and Methodologies used to determine traffic forecasts.
- Technical Memorandum #3 Summary of selected MOE's, truck percentages, annual growth rates.

6.2 Traffic Analyses of Existing Data

6.2.1 Traffic Projections

- Determine existing and proposed traffic volumes for 215 – Modification/ manipulation of existing SNRTC model.
 - 215 and Jones interchange (all turning movements)
 - 215 and Durango interchange (all turning movements)
 - 215 mainline from west of Durango to east of Jones
 - Tulip ramps (Centennial on west side to Sky Point on the east side)

6.2.2 Validate Existing Information

1. Validate existing CORSIM volumes and model
2. Validate existing NDOT HCS analysis using CORSIM
3. Determine existing and future condition MOE's

6.2.3 Conduct Comprehensive Access Evaluation for CC-215, US-95, and Local Roadway Network

- As a result of the possibility of staged construction on this project, there may be a need for intermediate Control of Access Reports, Access Modification Reports and/or additional coordination efforts with the FHWA to determine what level of access justification is necessary.
- Evaluate the following specific ingress/egress characteristics related to CC-215 and US-95 in relation to current and projected land use. Develop an overview of access in accordance with NDOT's Access Management System and Standards and include the following: conflict points, sight distance, and vehicle delays.
- Develop "Access Control Plan" recommending methods to control access and/or propose additional access within the vicinity of the Bruce Woodbury Beltway (CC-215) and US-95 proposed System-to-System Interchange.
- Identify early action plan and phased implementation plan based on traffic operational needs and available opportunities.

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6.2.4 Traffic Analysis of Existing Conditions Products/Deliverables:

- Technical Memorandum #4 on Validation of existing HCS and CORSIM analysis, Traffic Volumes and Accident Locations.
- MOE report

6.3 Travel Demand Modeling/Evaluation of Staged Construction

Traffic modeling efforts, alternatives analysis, and development of the Traffic Management Plan (TMP) will be added as necessary in a future amendment.

7.0 PUBLIC & STAKEHOLDER OUTREACH & INFORMATION PROGRAM (ALL PHASES)

7.1 Establish Public Information Plan and Media Course of Action

The Consultant shall provide the NDOT Project Manager (PM) and Public Information Officer (PIO) a Draft and Final public outreach plan, to be updated as appropriate for the duration of the project. The draft outreach plan will be completed in 30 days of notice to proceed. This comprehensive plan outlines the detailed public outreach approach and strategies designed to address key community concerns, strengthen relationships with key community organizations and local community members, provide ongoing public education, and minimize potential conflicts surrounding project development and implementation. One meeting is anticipated with the PM and PHO in Carson City to coordinate the public information plan and media course of action.

Upon project completion, the Consultant shall provide the NDOT PM and PIO a Draft and Final Summary Report on public and stakeholder outreach efforts, including the final public outreach plan and documentation of all outreach activities, materials, and media coverage.

The Consultant shall assist the NDOT PM and PIO with creating, preparing and releasing relevant and timely information to the media regarding project status. It is estimated that four (4) meetings with the NDOT PM and PIO will be necessary to discuss and decide the course of action of media relations. Materials may include news releases, advisories, fact sheets, press kits, and any other collateral materials prepared especially for news media.

7.2 Outreach Coordination with Jurisdictions and Stakeholders

The Consultant will obtain information and background data for ongoing and planned projects. The Consultant will provide project information and planning issues to local jurisdictions. The Consultant will coordinate public outreach efforts with any studies and/or projects currently underway within the project area of Clark County. It is estimated that four (4) meetings will be needed.

The Consultant will support the NDOT Project Manager with attendance at applicable public workshops, stakeholder meetings, local government meetings, and Community Advisory Board meetings to keep abreast of local activities. It is estimated that four (4) meetings will be needed.

The Consultant will support the PM with attendance at one-on-one meetings with community stakeholder groups to identify issues and gather input. (The list and number of key stakeholders is subject to NDOT PM and PIO, and project team approval). It is estimated that

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ten (10) meetings will be needed. The Consultant will summarize the results of the one-on-one meetings to NDOT PM and PIO.

The Consultant will participate in project presentations to local entities, organizations, stakeholder associations, and speakers bureau. Presentations will include project information, four (4) visual displays (24x36" mounted in color), and five-hundred (500) color four-page handouts as applicable for the presentations. Presentations will be coordinated through the NDOT PM and PIO. It is estimated that eight (8) meetings will be needed.

7.3 Outreach Coordination with the Public

The Consultant will coordinate the public meetings, prepare meeting agendas, notices, and presentation information, document meeting comments and coordinate responses. All meetings and their content will be coordinated through the NDOT PM and PHO (Public Hearing Officer).

The scope of services will include the Consultant conducting an estimated three (3) public information meetings on the project being proposed, to include:

- Initial project introduction
- Combined draft project design and aesthetics/landscape meeting
- Final project design

The purpose of the public information meetings is to obtain public input on the project, which will be considered in finalizing the design. The Consultant, in coordination with NDOT PM and PHO, shall be responsible for:

- a) Establishing three (3) meeting dates, times, and locations
- b) Hold pre-meeting briefings with the PM and PHO in Carson City.
- c) Securing public meeting facilities for the three (3) meetings
- d) Developing/maintaining mailing list (up to 3,000 entries) (list will include all elected public officials from the study area, homeowner and town board associations, concerned citizens, organizations and those attending public meetings).
- e) Preparing and printing notices of intent/meeting invitations on post-card size card stock (up to 10,500 four-color copies - 3,500 per meeting), flyers (up to 150 four-color copies), newspaper display ads (up to nine [9] black/white copies), meeting welcome letters (up to 1,500 - 500 four-color copies per meeting) and sign-in sheets
- f) Mailing notices of intent/meeting invitations on post-card size card stock at a first class rate (up to 9,000 notices - 3,000 per meeting),
- g) Preparing a PowerPoint presentation in conjunction with NDOT requirements for public meetings
- h) Preparing and printing roadway and bridge project exhibits for the public meetings (up to forty-five [45 total - 15 per three meetings] visual displays (24x36" mounted in color)
- i) Preparing and printing additional display boards as appropriate (up to fifteen [15 total - 5 per three meetings] visual displays (24x36" mounted in four-color)
- j) Preparing and printing fact sheets/handouts (750 total packets of 6 double-sided four-color pages - 250 packets per three meetings)

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- k) Hiring of Court Reporter (to attend three [3] public meetings) from State of Nevada approved listing (Contact Public Hearings Officer for approved firms)
 - Arriving prior to the meeting for setup and staying later for breakdown
 - Assist the Project Manager in the meeting
 - Managing the documentation of public comments and formal responses as part of the Summary Report for project outreach efforts
- l) The Consultant will also provide two qualified professional staff members who are knowledgeable of the project, overall public information practices and procedures, and NDOT's specific procedures to provide comprehensive public information services for the project.
- m) The Consultant will create several visualization and multi-media products for inclusion in several of the public outreach efforts such as meeting displays, computer and video presentations, and the project website to include the development of one of each product:
 - One 3D Fly-Over Animation (360-degree view) - a virtual fly-through of the project area from multiple view points, including phased construction as required;
 - Photosimulation - a highly-detailed photorealistic interpretation of the project where you can compare existing vs proposed project conditions (2 total);
 - Renderings - illustrative graphics which depict potential project concepts (2 total).
- n) The Consultant will utilize and maintain an internal database system designed to support the public outreach process by documenting and organizing the received project comments (up to one-thousand [1,000] comments). The system provides a management platform for public outreach functions, including automated mail-merge capabilities for public/stakeholder notifications, participation tracking, and has the ability to generate comment summary reports. In addition, the software has the capacity to sync with standard mapping tools like GIS to produce visual reports and trending documents. The Consultant shall provide the NDOT PM, PHO and PIO a Draft and Final Summary Report on comment responses.

7.4 Associated Costs

Public/Scheduled Meetings as described above. The Consultant will assume all costs as part of their fees to include: Court Reporter, Advertising Display Ads, Mailing Lists, Postage, and all associated Printing for the three (3) public meetings and various outreach efforts. The Department will assist with obtaining a no cost location for the public meetings.

7.5 Meetings/Products:

- Four (4) meetings with NDOT PM and PHO
- Four (4) meetings with other applicable projects and jurisdictions
- Four (4) meetings with other applicable workshops/boards
- Ten (10) meetings (one-on-one media briefings) with community stakeholder groups
- Eight (8) presentations to jurisdictions, boards, associations, speakers bureau, HOAs, etc.
- Four (4) visual displays (24x36" mounted in color)
- Five-hundred (500) color four-page handouts

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- Three (3) public information meetings, with pre-meeting briefings with PM and PHO.
- Mailing list (3,000 entries)
- Printing Notice of Intent (meeting invitations up to 10,500)
- Mailing Notices of Intent (meeting invitations up to 9,000)
- Printing flyers (up to 150), newspaper display ads (up to nine [9]), meeting welcome letters (up to 1,500—500 per meeting)
- Printing roadway and bridge project exhibits (up to forty-five [45 total—15 per three meetings] visual displays (24x36" mounted in color)
- Printing additional display boards as appropriate (up to fifteen [15 total—5 per three meetings] visual displays (24x36" mounted in four-color)
- Printing fact sheets/handouts (750 total packets of 6 double-sided four-color pages—250 packets per three meetings)
- 3D Fly-Over Animation, including Phased Construction.
- Two (2) Photosimulations
- Two (2) Renderings
- Comment response and database management (up to 1,000 comments)

7.6 Public Involvement Deliverables:

- Draft Public Outreach Plan
- Final Public Outreach Plan
- Draft Public Outreach Summary Report
- Final Public Outreach Summary Report
- Summary of one-on-one community stakeholder meetings (10 total)
- Draft Comment Response Summary Report
- Final Comment Response Summary Report

8.0 COST RISK ASSESSMENT + VALUE ENGINEERING

The Scope of Work for this Task Order includes providing Cost Risk Assessment (CRA)+ Value Engineering (VE) consultation services to NDOT. CRAVE is a process that combines cost risk assessment with the proven tools and process of Value Engineering. The major project risks are identified and qualified, Value Engineering recommendations are developed to assist in managing the risk to avoid or mitigate the impact to the projects budget and or schedule.

8.1 Pre-study

The CONSULTANT shall organize and participate in a Pre-study Meeting between NDOT and the CONSULTANT. The purpose of the meeting is to determine goals and objectives of the CRAVE Study, develop the flow chart for the CRA, pre-elicite risk for the risk register, determine what information is available for the study team, and confirm technical experts required for the studies.

The CONSULTANT shall review project data available for the team, prepare flow chart and cost model for the items that will be the focus of the studies such as: traffic phasing / staging, construction staging, bridges and foundations.

CC-215 / US-95 System Interchange – Scope of Services

There will be one Pre-study Meeting up to eight (8) hours attended by two (2) CONSULTANT team Members. We assume that the pre-study meeting will be held in the NDOT project office and that NDOT will transmit cost estimate, project schedule and project reports for the project(s) to the CONSULTANT ten (10) days prior to pre-study.

Deliverables from the Pre-Study Phase include:

- List of disciplines needed for the CRAVE team
- Flowchart to be used during the CRA Study.
- Cost model to be used during the VA study.

8.2 CRAVE workshops

The CONSULTANT shall organize, participate in and facilitate a CRAVE study for the US 95 / CC 215 Interchange Project.

Facilitate the Cost Risk Assessment portion of the study - 2 (two) days. See Section 1.3 for proposed schedule. The objective CRA is to identify project risks and qualify the potential budget and schedule impacts

Facilitate the Value Engineering/Analysis portion of the study – 3 (three) days following CRA. See Section 1.3 for proposed schedule. The objective of the VE is to verify or improve upon the proposed design, develop risk response strategies and update the risk model. The focus of the study will be:

- Traffic staging and phasing
- Construction operations
- Alternative analysis
- Risk response strategies.
- And others as determined during the pre-study meeting

8.3 Assumptions:

CONSULTANT will provide and reserve the meeting facility for the CRAVE Study, 5 (five) days..

NDOT will provide or arrange for a project overview by the design team(s) to the CRA and VE team, tentatively scheduled for 8:30 AM on the first day of both the CRA and VE portions of the study.

NDOT and the Consultant will arrange for and supply Cost Risk Assessment + Value Engineering team members, as noted below:

- Structures
- Geotechnical
- Roadway Design
- Drainage
- Maintenance of Traffic
- Traffic (Operations)
- Environmental
- Constructability
- Utilities

NDOT will provide existing graphics, electronic design files, cost estimates, schedules and other project data for use during the study including any project constraints.

CC-215 / US-95 System Interchange – Scope of Services

CONSULTANT will provide daily refreshments for the study team, drinks, light snacks, etc.

Other meals will be the responsibility of the individuals on the team.

CONSULTANT shall provide the following staff for the CRA & VE that are independent from the project team:

- Team leaders - Risk Lead, and CVS
- Economist - assist with risk elicitation & modeling
- Cost Lead
- Subject matter experts – (Bridge Engineer, Maintenance of Traffic, Constructability)
- Technical writer

8.4 Mitigated Cost and Schedule Impacts

The CONSULTANT shall organize, participate in and facilitate an update for the CRAVE study for the US 95 / CC 215 Interchange Project.

- Meetings: Present VE findings, Mitigation Workshop
- Facilitate the Cost Risk Assessment (CRA) update to quantify the VE and response strategies – within five (5) working days following the VE portion of the study.

Consultant shall send an electronic copy of the Draft CRAVE Report within 10 working days of the study completion.

NDOT will provide any draft CRAVE comments within ten (10) working days to the Consultant.

Final CRAVE Report shall be delivered by the CONSULTANT to NDOT within ten (10) working days of draft comment receipt.

8.5 Deliverables:

- Study presentation of findings.
- Draft CRAVE Report – Electronic (PDF).
- Final CRAVE Report - Electronic (PDF) and four (4) hard copies.

8.6 Tracking and continuous updates

The CONSULTANT shall organize, participate in and facilitate tracking of key risks and continuous updates to the Risk Management Plan for the US 95 / CC 215 Interchange Project. Anticipated deliverable is an Updated Risk Management Plan.

Roles and Responsibilities:

Team Leaders: Communicate scope and schedule with team members, review project data prior to study, prepare study materials for CRAVE team, lead CRAVE team in Cost Risk Assessment + Value Engineering process, prepare presentation, draft report, and finalize report.

CRAVE team members: participate in Cost Risk Assessment + Value Engineering study as subject matter experts and as requested by the NDOT.

CC-215 / US-95 System Interchange – Scope of Services

9.0 STRUCTURES MOT/CONSTRUCTABILITY**9.1 General Strategy**

The Consultant shall attend a General Strategy Meeting at NDOT District One in Las Vegas with NDOT staff to discuss concepts and strategies for construction staging, traffic control and bridge construction including preliminary constructability issues. The meeting shall be held prior to the Type Selection Report Submittal.

The Consultant shall attend a Local Coordination Meeting with NDOT staff and local entities in Las Vegas to discuss maintenance of traffic control schematics prior to the Intermediate Submittal.

The Consultant shall attend the Traffic Control Plan Approval Meeting at Headquarters as scheduled by the NDOT Project Manager subsequent to the Intermediate Submittal review meeting.

The Consultant shall attend constructability review meetings in Las Vegas to discuss project constructability issues prior to the Preliminary Design, Intermediate Design and PS&E submittals.

9.2 Constructability Reviews

The Consultant shall perform constructability reviews for the construction of the Project prior to the Preliminary Design, Intermediate Design and PS&E submittals.

The Consultant and NDOT Project Manager will organize one meeting for evaluation of constructability (Preliminary Constructability Review) prior to the Preliminary Design Submittal. The Consultant shall assemble written comments addressing potential constructability shortfalls, value engineering points, and recommendations for correcting associated design deficiencies.

The Consultant shall verify the constructability of the plans in relation to NDOT Standard Plans and Standard Specifications, and the Project Special Provisions.

9.3 Preliminary Design Structures MOT/Constructability

The Consultant shall evaluate the CC-215 and US-95 System-to-System Interchange Concept to identify basic traffic control issues and develop alternatives for maintenance of traffic for CC-215 and US-95. The Consultant shall review the CC-215 and US-95 System-to-System Interchange Concept and identify major traffic control constraints for the design, prepare conceptual schematics (roll plot); typical sections and traffic control phasing, and prepare preliminary traffic control cost quantities. The work shall be summarized in a Technical Memorandum and submitted for NDOT review and comment. The anticipated deliverable is traffic control schematics (Five (5) copies).

NDOT will provide preliminary Inroads alignments, earthwork toe of slopes and top of cuts, major drainage features alignment, profiles and sizes, typical sections for all roadways, existing utility information, existing drainage information, existing signing, lighting and electric service points, existing topography (dtm) and aerial photographs in Microstation format.

CC-215 / US-95 System Interchange – Scope of Services

9.4 Intermediate Submittal Design Structures MOT / Constructability

9.4.1 Traffic Control/Staging Review

NDOT will provide three copies of plans from the Intermediate Submittal as well as plans from adjacent projects. The Consultant shall review the necessary traffic control plans showing long-term closure of lanes, local road and highway detours, and number of available lanes. Included in these plans are stage construction, construction traffic handling and detours, signing, striping, lighting, and signal modifications.

Deliverable – Technical Memorandum discussing any recommended changes or additions to the staging or phasing. List of comments on specific detour geometry, traffic control signing, striping, lighting or signal modifications.

9.4.2 Specifications

The Consultant shall prepare a draft of Subsection 108.04, Limitation of Operations, which includes operational limits, phasing limits, working hour limits, traffic impact limits, restricted work limits, business access, business notifications, emergency vehicle access and construction milestones based on the construction sequencing and traffic control meetings.

9.4.2.1 Section 108.04 – Limitation of Operations

The Consultant shall prepare specification notes for the limitation of operations pertaining to the hours of operations and construction constraints

9.4.2.2 Section 624 – Accommodations for Public Traffic

The Consultant shall provide Notes to the Specifications identifying known requirements specific to Section 624 – Accommodations for Public Traffic.

The Consultant shall provide a copy of the Notes to Specifications by email after the Intermediate Review comments are resolved.

9.5 Final Submittal Design Structures MOT / Constructability

The Final Design tasks consist of refining the contract document from the Intermediate level to the Final Design submittal. The Consultant shall address that the traffic control plans have incorporated review comments from the Intermediate submittal, incorporate the review comments into the design as appropriate, and develop the plans, estimate and notes to specifications to the Discipline and Quality Assurance levels. Hours for the structure design and update of plans for final submittal are included in Section 4.0 of this scope. Hours for development of constructability review information, comment matrix and responses are included in this section.

9.5.1 Maintenance of Traffic / Staging Review

The Consultant shall review Traffic Control plans and quantities for the Discipline and Quality Assurance level Designs. The Consultant shall develop an anticipated construction schedule including the construction staging and critical milestones for the implementation of the Project.

- Prepare Limitation of Operations and Accommodations for Public Traffic Notes to Specifications

The Consultant shall prepare a draft of Subsection 108.04, Limitation of Operations, which includes operational limits, phasing limits, working hour limits, traffic impact limits,

CC-215 / US-95 System Interchange – Scope of Services

restricted work limits, and construction milestones based on the construction sequencing and traffic control meetings.

9.5.1.1 Section 108.04 – Limitation of Operations

The Consultant shall provide Notes to the Specifications identifying known requirements specific to Section 108.04 – Limitation of Operations and any changes to the Intermediate Plan Submittal.

9.5.1.2 Section 624 – Accommodations for Public Traffic

The Consultant shall provide Notes to the Specifications identifying known requirements specific to Section 624 – Accommodations for Public Traffic and any changes to the Intermediate Plan Submittal.

9.5.1.3 Notes to Specifications

The Consultant shall provide two (2) black and white 8 ½" x 11" copies, and e-mail electronic copies of the Notes to Specifications in WordPerfect 7.0 format one week prior to the Quality Assurance Plan Submittals.

NDOT will provide earthwork quantities, paving quantities, drainage quantities, and any other major construction item quantities for use in development of the construction schedule.

9.6 Final Submittal Structures MOT / Constructability Review

The Consultant shall review plans, estimate and notes to specifications for the PS&E Review Submittal. The Consultant shall provide one (1) black and white 8 ½" copy, and e-mail electronic copies of the Notes to Specifications in WordPerfect 7.0 format two days prior to the Final Submittal.

10.0 GEOMETRIC REVIEW

10.1 Geometric Review

The Consultant shall evaluate the NDOT CC 215 and US-95 System to System Interchange Concept Design Plans to provide a fatal flaw analysis of the mainline and ramp horizontal and vertical geometry. The work shall be summarized in a Technical Memorandum and submitted for NDOT review and comment. The focus of the review will include:

- NDOT prepared Design Criteria Matrix
- InRoads files
- Typical Sections
- Representative gores
- Clearances based on structure depth assumptions.

10.2 Geometric Workshop

The Consultant shall participate in a four hour workshop to present and discuss detail items for further review as design progresses. The Consultant will provide a comment / response matrix as well as a roll plot graphic with these detail items indicated.

GC-215 / US-95 System Interchange – Scope of Services

10.3 Assumptions

NODT will provide existing graphics and electronic design files, including but not limited to the following:

- NDOT prepared Design Criteria Matrix;
- Typical sections;
- Existing topographic surfaces in .dtm format;
- InRoads alignment files (including superelevation tables);
- InRoads roadway definition files;
- Available proposed surfaces in .dtm format;
- Structure depth assumptions.

10.4 Deliverables

- Draft Geometric Review Technical Memorandum;
- Comment / Response Matrix;
- Roll plot graphic;
- Final Geometric Review Technical Memorandum (issued upon resolution of comments).

11.0 CONTRACT ADMINISTRATION SUPPORT

11.1 Supplemental Notices

Unforeseen developments sometimes require that supplemental design details or corrections be produced for distribution to potential bidders, prior to the bid opening. A total of two (2) Supplemental Notices are assumed to be developed to accommodate unanticipated issues. The Consultant shall develop and submit revised advertisement documents including plan sheets specifications, and quantities upon direction of the NDOT Project Manager. The Consultant shall provide one (1) original suitable for reproduction and one (1) electronic copy. NDOT shall be responsible for reproduction and distribution of any Supplemental Notices.

11.2 Pre-Bid Conference

The Consultant will provide displays and participate in the pre-bid conference, if requested.

11.3 Bid Analysis

The Consultant shall assist NDOT staff in reviewing all bid package(s), making checks of the plans, quantities, and/or other items as necessary and cooperating with the NDOT Project Manager to recommend selection of the lowest qualified bidder.

11.4 Pre-Construction Conference

The Consultant shall attend the Pre-construction Conference, to be available to answer Contractor's questions regarding all elements of the design. The Consultant recognizes that formal Requests for Information (RFIs) or Requests for Clarification (RFCs) may result. The

CC-215 / US-95 System Interchange – Scope of Services

Consultant shall prepare responses to these questions as required. The Pre-construction Conference shall be held at NDOT District I office in Las Vegas.

The preceding scope of services responds to the State's current needs through project award. It is anticipated that construction support services during the construction phase of this project will be required. This work will likely entail review of contractor submittals such as shop drawings, contractor designed items and procedures, review of modifications to the plans as a result of changed conditions, evaluation of special reports, evaluation of value engineering alternatives, and site visits to observe construction for conformance to contract documents. A separate or supplemental agreement will be executed for this work.

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: September 5, 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

A handwritten signature in blue ink, likely belonging to Bridgette Garrison.

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, Matthew Goodson. HDR Engineering, Inc. plans to utilize Mr. Goodson as an office manager in the Full Administration of District II Betterment projects.

Additional Information:

Mr. Goodson retired from state service on August 28, 2018. HDR Engineering, Inc. was selected for the Full Administration of District II Betterment projects in January 2018. Mr. Goodson retired as a Staff 1, Associate Engineer and has spent the last six years in NDOT's Construction Division. Mr. Goodson has had no influence or authority over consultant procurement for any state project for which HDR Engineering, Inc. has participated.

Statutory Authority:

NRS 333.705

REVIEWED: _____
ACTION ITEM: _____

A handwritten signature in blue ink, likely belonging to Bridgette Garrison, is written over the signature lines of the table.



RECEIVED

AUG 31 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

MEMORANDUM

August 31, 2018

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director DocuSigned by: Rudy Malfabon
Subject: Authorization to Contract with a Former Employee – Matthew Goodson DocuSigned by: Matthew Goodson

SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with retired state employee, Mr. Matthew Goodson. Mr. Goodson retired from state service in August 2018. He is now employed by HDR, Inc., who is proposing to utilize Mr. Goodson to fill an Office Manager position in the Full Administration of District II Betterment projects on NDOT Agreement P614-17-040.

BACKGROUND

There is insufficient staff and expertise to successfully manage the workload, size and scope of the District II Betterment projects. In January of 2018, NDOT issued a Request for Proposals (RFP) to engage service providers to perform professional and technical engineering services to provide Full Administration construction management to District II. This Agreement includes providing a Resident Engineer, an Assistant Resident Engineer, an Office Manager, four Inspectors, and three Testers, to ensure the construction of the District II Betterment projects are accomplished in conformance with the plans, specifications, and all other contract documents.

HDR, Inc. was awarded the Agreement as the highest ranked firm responding to the RFP for the Full Administration services to District II. HDR has proposed to utilize Mr. Goodson to fill the role of Office Manager, a key role in overseeing the construction of the District II Betterment projects. Mr. Goodson is very qualified and experienced in overseeing highway construction project activities, specifically in the Northern Nevada area.

Mr. Goodson has had no influence or authority over the consultant procurement for this Full Administration agreement.

RECOMMENDATION

We respectfully request your consideration for approval for HDR, Inc. to engage Mr. Matthew Goodson to be an Office Manager on their staffing team to augment NDOT Betterment projects in District II.

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:	Matthew Goodson
Former Employee ID Number:	09238
Former Job Title:	Staff I, Associate Engineer
Former Employee Agency:	Department of Transportation
Former Class and Grade:	Grade 35, Step 10
Former Employment Dates:	12/1/93 – 8/28/18
Contracting Agency:	HDR Engineering, Inc.

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.

Consultant Office manager/document control on large highway projects administered by NDOT.

b. Document former job description.

Staff I, Associate Engineer – worked in NDOT's Construction Division in the Administration Section; 1) reviewing crew bi-weekly payments, 2) closing out completed construction projects, 3) paying contractors for money owed, 4) worked in electronic documentation system.

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, Mr. Goodson has been working in NDOT's Construction Division for the last 6 years in the Contract Administration Section. This knowledge is important and not well known outside of NDOT, so when a full administration consultant pays a contractor, it needs to be completed correctly and all items need to follow NDOT's policy/procedures. No, there is no clause in the contractor for transfer of specialized knowledge of contracting agency.

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

Manpower shortage due to the increasing size of the NDOT work program.

- 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.**

N/A – no relationship exists.

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

\$40 per hour

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

\$31.07 per hour for a Staff I @ grade 10.

- 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 contract rate exceeds the maximum rate for Mr. Goodson's previous rate. The contract employee is seasonal with layoffs during the winter when project work is suspended, and work locations vary throughout the state with temporary assignments. Benefits like sick leave and retirement in the private sector are also different.

- i. Document justification for hiring contractor.**

Limited quality staff are available.

- 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)**

October 10, 2018 until the end of this agreement, which is to be in the fall of 2019.

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

Full time with seasonal layoffs.

Comments:

N/A

DocuSigned by:

Randy Mayhew

08/31/2018

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Contracting Agency Head's Signature and Date

Budget Analyst Signature and Date *9/5/18*

Clerk of the Board of Examiners Signature and Date

Amendment No. 1 to
Service Agreement No. P614-17-040

This Amendment is made and entered into on 06/14/2018, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and HDR Engineering, Inc., hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, on May 22, 2018, the Parties entered into Agreement No. P614-17-040 to provide Full Administration of District II Betterment Projects; and

WHEREAS, this Agreement must be amended to correct the name of the service provider from HDR, Inc., to HDR Engineering, Inc.; and

WHEREAS, the agreement must be amended to update the name of the SERVICE PROVIDER's contact; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P614-17-040.

NOW, THEREFORE, the Parties agree as follows:

1. The name of the SERVICE PROVIDER in the Initial Paragraph is changed from HDR, Inc., to HDR Engineering, Inc.
2. Article VI, Paragraph 26, is amended by deleting it in its entirety and inserting in its place:

"26. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT:

Rudy Mallabon, P.E., Director
Attn: Sharon Foerschler
Nevada Department of Transportation
Division: Construction
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7460
Email: stoerschler@dot.nv.gov

FOR SERVICE PROVIDER:

Craig Smart
HDR Engineering, Inc.
PO Box 74008202
Chicago, IL 60674
9805 Double R Blvd Ste 101
Reno, NV 89521
Phone: 775-337-4704
Email: craig.smart@hdrinc.com"

3. All of the other provisions of Agreement No. P614-17-040 dated May 22, 2018, shall remain in full force and effect as if fully set forth herein.

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Agmt P614-17-040 Amdt

IN WITNESS WHEREOF, the above-named Parties have hereunto set their hands and executed this Amendment on the date first written above.

HDR Engineering, Inc.

DocuSign by:
Craig Smart
3278982755408.

Craig Smart, Managing Principal
Name and Title (Print)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

DocuSign by:
Chris Adams
CH07EC035445.

Director

Approved as to Legality and Form:

DocuSign by:
Lou Holland
3278982755408.
Deputy Attorney General

NDOT
Rev. 04/2018

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Agmt P614-17-040 Amdt

Agreement Number P614-17-040

SERVICE AGREEMENT

This Agreement, made and entered into on 05/22/2018, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT"), and HDR Inc., 9805 Double R Blvd., Suite 101, Reno, NV 89521 (hereinafter "SERVICE PROVIDER"), individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 and Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for Full Administration Construction Engineering, and such project is necessary to ensure District II Betterment Projects are completed in conformance with the plans, specifications, and all other contract documents, (hereinafter "PROJECT"); and

WHEREAS, the SERVICE PROVIDER is willing and able to perform the services to be performed under this Agreement, and to perform work on an as-needed basis as specified in Task Orders that may be issued by the DEPARTMENT; and

WHEREAS, a Request for Proposal (RFP) Construction Engineering Services 614-17-040 was issued on January 30, 2018, this Master Services Agreement serves to fulfill the tasks in that underlying RFP's scope of services; and

WHEREAS, SERVICE PROVIDER's services will be of great benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to perform services listed in Attachment A - Scope of Services attached hereto and incorporated herein, and to perform services as required on an as-needed basis and as specified in Task Orders that may be directed to the SERVICE PROVIDER by the DEPARTMENT.

2. The SERVICE PROVIDER may be issued one or more Task Orders during the term of this Agreement. Individual Task Orders submitted by the DEPARTMENT to the SERVICE PROVIDER shall address the scope of services, deliverables, cost, time schedule, and any other items deemed necessary. Cost limits and fixed fee amounts for individual Task Orders will be negotiated at the time each Task Order is issued and will be included in the Task Order. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the terms and conditions of this Agreement shall be given precedence.

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Agmt #P614-17-040

3. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Agreement, with the provisions of Attachment A - Scope of Services, and with a related Task Order, except as specifically provided otherwise therein.

4. The SERVICE PROVIDER agrees to comply with all requirements contained in the underlying Request for Proposal which is incorporated into this Agreement by reference.

ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including October 31, 2019, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. A new Task Order cannot be issued to this Agreement subsequent to October 31, 2019. However, ongoing professional services on Task Orders issued prior to the expiration date referenced above, may continue to be paid until the agreed time limit specified in the Task Order is reached. The provisions of this Agreement, under which a Task Order is issued, will remain in full force and effect during the term of the Task Order even when the end date of the Task Order exceeds the expiration date of this Agreement.

3. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

4. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

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Rev 01/2018

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Agmt #P614-17-040

6. Paragraphs 1 through 6 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

7. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Task Order" from the DEPARTMENT. Upon receipt of a Task Order, SERVICE PROVIDER shall only perform the work set forth in the respective Task Order. If the SERVICE PROVIDER does commence said work prior to receiving such Task Order, or performs work not set forth in such Task Order, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to receipt, or in excess of a Task Order. Furthermore, the SERVICE PROVIDER shall not rely on any written or oral representations made by the DEPARTMENT or any of its agents, employees, or affiliates, to perform work prior to receipt of a Task Order for such work. In the event the SERVICE PROVIDER violates the provisions of this section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

8. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions and shall without delay make any corrections necessitated by the negligence, lack of adequate resources, or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies, or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

9. The SERVICE PROVIDER shall assign one (1) individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with NRS Chapter 625 and Nevada Administrative Code, Chapter 625.

10. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants, and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

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a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

1. If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation, or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries, and parent companies/organizations);

2. If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or

3. If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT, and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

11. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

12. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time said services are performed.

13. This Agreement, any Task Orders, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

14. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

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15. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require its subcontractors to comply with all provisions of 48 CFR Chapter 1, Part 31, and, if the subcontract agreement exceeds One Hundred Thousand and No/00 Dollars (\$100,000.00), the subcontract agreement shall also comply with Paragraph 17 in of this Article. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31. Any attempted assignment of rights or delegation of duties under this Agreement without the prior written consent of the DEPARTMENT, shall be void.

16. The SERVICE PROVIDER acknowledges that the DEPARTMENT has established a Disadvantaged Business Enterprise (DBE) participation requirement of one and nine-tenths percent (1.9%) of the total dollar value of the Agreement costs. A DBE must be a small business concern as defined by the U.S. Small Business Act, 15 USC § 632 or by 49 CFR Subtitle A, Part 26.

17. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the SERVICE PROVIDER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate.

18. Failure by the Service Provider to fulfill the DBE Agreement requirements and to demonstrate good faith efforts, either in the SERVICE PROVIDER's proposal or during the performance period, constitutes a breach of this Agreement. In event of such a breach, the DEPARTMENT may:

- a. Withhold progress payments or a portion thereof;
- b. Deduct, as damages, an amount equal to the unmet portion of the DBE commitment not achieved. This amount will be determined by multiplying the percentage of DBE participation proposed by the total cost set forth in the agreement and then multiplying the actual percentage of DBE participation used during the agreement by the total cost set forth in the agreement. In the event the actual percentage of DBE participation is less than the proposed percentage of DBE participation, the difference in these two figures shall be the amount of damages due to the DEPARTMENT.

c. Remove the SERVICE PROVIDER from the prequalified list for repeated violations, falsifications, or misrepresentations; and/or

d. Terminate the Agreement.

19. The SERVICE PROVIDER shall use Business to Government Now (B2GNow), at no cost to the SERVICE PROVIDER, to track DBE participation for the entirety of this Agreement. The SERVICE PROVIDER shall obtain access to B2GNow at <https://dot.dcsystem.com/> no later than the DBE firm(s) notice to commence work on the Project. The SERVICE PROVIDER shall report payments to DBE subcontractors by the 15th day of each month following each such payment and ensure those DBE subcontractors verify such payments. The DEPARTMENT will use B2GNow to track compliance with the DBE requirements. Failure by the SERVICE PROVIDER to use B2GNow may result in the termination of this Agreement.

20. The SERVICE PROVIDER certifies that it is, or is employing, a current or former State of Nevada employee. SERVICE PROVIDER further certifies that the current or former employee is not receiving retirement benefits from the Public Employees Retirement System of Nevada (PERS). The current or former employee may not receive retirement benefits from PERS during the term of this Agreement and any subsequent time extensions. In the event that the current or former employee elects to receive retirement benefits at any point during the term of this Agreement, the SERVICE PROVIDER is required to inform the DEPARTMENT thirty (30) calendar days prior to that election. The DEPARTMENT must then disclose this information to the State Board of Examiners (BOE). This disclosure will be reviewed at the next scheduled BOE meeting as an Action Item. At that time, the BOE will determine the continuation of this Agreement and the employee's services as a contractor of the State of Nevada.

21. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause thirty (30) working days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services, which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such agreement; or

f. If the SERVICE PROVIDER knowingly bills the DEPARTMENT for unallowable costs or non-bona fide goods or services, or for goods and services not provided;

4. Termination upon a declared default or breach may be exercised after service of written notice by the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER'S breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement and any related Task Orders have been completely performed by the SERVICE PROVIDER, and all terms of professional services have been approved and accepted by the DEPARTMENT, and final payment is made.

ARTICLE IV - COST

1. The "specific rates of compensation" method of compensation shall be used for the SERVICE PROVIDER'S services.

2. The total cost of the services by the SERVICE PROVIDER for all Task Orders resulting from this Agreement, shall not exceed the sum of One Million Nine Hundred Twenty-Nine Thousand Six Hundred Eleven and 84/100 Dollars (\$1,929,611.84), which includes the rate. Funds not used during the term of this Agreement will not be paid to the SERVICE PROVIDER.

3. The rates shown in Attachment B – Cost Proposal shall include direct salary costs, indirect costs, other direct costs, and fees. Changes to staffing and rates in Attachment D which does not affect the total cost of the agreement can be made with prior written approval from the DEPARTMENT.

4. The total amount payable by the DEPARTMENT for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless additional funds are agreed to by written Amendment and signed by all parties.

5. The DEPARTMENT will pay the SERVICE PROVIDER in monthly installments based upon progress and final payment reports submitted by the SERVICE PROVIDER and as approved by the DEPARTMENT.

6. The SERVICE PROVIDER is required to submit a monthly progress report in the DEPARTMENT'S format showing the status of the professional services and the degree of completion thereof.

7. SERVICE PROVIDER cost billing, reimbursement, and audit, will be accomplished in accordance with the DEPARTMENT'S Chapter 5 of the Transportation Policies and Procedures, the DEPARTMENT'S Accounting Manual and Audit Services Annual Management Report, and the Federal Cost Principles set forth in 48 CFR Chapter 1, Part 31.

a. Travel costs will be reimbursed at the current rates allotted to state employees. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: www.gsa.gov/mle. The first and last travel days are calculated at seventy-five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. See this website for lodging in Nevada: <http://www.gsa.gov/portal/category/100120>. The SERVICE PROVIDER shall provide lodging receipts.

b. When requested by the DEPARTMENT, the SERVICE PROVIDER shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for airfare and rental cars must be submitted with the "Claim for Travel Expense." The DEPARTMENT is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by the SERVICE PROVIDER for a rental vehicle.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER'S stationery using the DEPARTMENT'S format or submitted on the DEPARTMENT'S standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted.

2. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession, or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

3. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER'S costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

4. Payment of invoices, interest penalties, and discounts shall be paid as follows:

- a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.
- b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.
- c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).
- d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.
5. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.
2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.
3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:
 - a. Withholding of income taxes, FICA, or any other taxes or fees;
 - b. Industrial insurance coverage;
 - c. Participation in any group insurance plans available to employees of the DEPARTMENT;

- d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System:
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.
4. The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave, or coverage.
5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.
6. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.
7. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).
8. The SERVICE PROVIDER shall furnish a Certificate, a Declarations Page, and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a thirty (30) calendar day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.
9. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.
10. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.
11. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers, and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.
12. The SERVICE PROVIDER shall appear as a consultant and if necessary as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

13. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation, and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings, and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information, or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

14. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination, or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow, or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

15. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

16. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Any dispute arising under this Agreement as to performance, compensation, and interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

18. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR

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Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap, or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (e) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

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19. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SERVICE PROVIDER is subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under the False Claims Act as specified in 32 USC 3729-3733, and prosecution for making a false statement as specified in 18 USC 1020.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition, including AIDS and AIDS-related conditions.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and changes of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the State of Nevada, and the employees, officers, and agents of the State of Nevada from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless, or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

22. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible, or assessments on any insurance policies purchased by the SERVICE PROVIDER.

23. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

24. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/VendorServices/Vendor_Services.html. The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

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25. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals, or any other occurrence that alters this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) days prior to making said change.

26. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT:

Rudy Mattabon, P.E., Director
Attn: Sharon Foerschler
Nevada Department of Transportation
Division: Construction
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7460
Email: stoerschler@dot.nv.gov

FOR SERVICE PROVIDER: Rudy Edgington

HDR Inc.
PO Box 74008202
Chicago, IL 60674
9805 Double R Blvd Ste 101
Reno, NV 89521
Phone: 775-337-4704
Email: ruey.edgington@hdrinc.com

27. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

28. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

29. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

30. In connection with the performance of work under this Agreement, the SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The SERVICE PROVIDER

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further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

31. In signing this Agreement, the SERVICE PROVIDER certifies that it is not engaged in, and agrees for the duration of this Agreement, not to engage in, a boycott of Israel; Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

32. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

33. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

34. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

35. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

36. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

37. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

38. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

39. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject

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Agmt #P614-17-040

matter hereto. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and the Attorney General.

40. At the end of the term of this Agreement described in Article II - Performance, Paragraph 1, the SERVICE PROVIDER will be evaluated, and that evaluation may be used for evaluation of future procurements.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

HDR Inc.:

DocuSigned by:
Rudy Edgington
1830C713737E1E1

Rudy Edgington, Vice President
Name and Title (Print)

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION
DocuSigned by:
Kathy Mung
C47C2C0D8A46

Approved as to Legality and Form:

DocuSigned by:
Law Holland
5A3817D0C8A0C7

Attorney General

Deputy

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Agmt #P614-17-040

**Per Diem Rates Allowed State Employees
(For Information Only)**

- 1) Effective July 1, 2007 all State employees will be required to use the GSA per diem rates for in-state and out-of-state travel. The website address is www.gsa.gov and click on Per Diem Rates for the most current rates and information. Rates do vary by season; therefore, rates should be verified prior to all travel.
- 2) Meals will be reimbursed in accordance with the meals and incidental expense (M&IE) allowance for the primary destination.
- 3) Employees must deduct the M&IE allowance for all meals that are included in registration or conference fees. The breakdown for the M&IE can be found on the GSA website under Meals and Incidental Expense Breakdown.
- 4) Receipts will be required for all lodging. The maximum allowance for lodging is the amount the employees are eligible to be reimbursed; therefore, all taxes and fees are included in the maximum lodging allowance.
- 5) If the GSA website does not recognize the county in which the employee is traveling, the rate defaults to the standard CONUS location reimbursement rate. These rates may vary, please verify all rates prior to employee travel.
- 6) A copy of the current GSA allowance for lodging and M&IE must be included with the employee travel claim.

**ATTACHMENT A
FULL ADMINISTRATION
DISTRICT II BETTERMENT PROJECTS
SCOPE OF SERVICES**

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of District II Betterment Projects are accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide up to one (1) Resident Engineer, one (1) Assistant Resident Engineer, one (1) Office Person, four (4) Inspectors level IV, three (3) Testers, two (2) nuclear gauges, a fully equipped and functional office, a fully equipped and functional lab trailer, trucks, and cell phones. The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

The SERVICE PROVIDER shall provide a principal engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month, unless prior approval for additional hours is obtained from the DEPARTMENT.

The Principal Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of these services, so as not to delay the progress of construction. The SERVICE PROVIDER shall become familiar with the standard practices of the DEPARTMENT and shall ensure all personnel provided to work on the project become familiar with the DEPARTMENT's contract documents, including the plans, specifications, special provisions, and any change orders thereto. The SERVICE PROVIDER shall perform the procedures for office management, documentation, field inspection and field testing in accordance with the DEPARTMENT's specifications, Construction Manual, Testing Manual and Documentation Manual.

The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties, including but not limited to certification as a Water Pollution Control Manager, inspection and implementation of Storm Water Pollution Prevention Plans (SWPPP), testing and inspection. Personnel provided shall be approved by the DEPARTMENT prior to performance of work on this project.

The SERVICE PROVIDER shall provide its own or lease trucks and cell phones for all personnel who need to perform work outside of the office. Vehicles shall be equipped with high intensity flashing yellow strobe lights.

The SERVICE PROVIDER shall equip inspectors with an iPad capable of supporting the Mobile Inspector™ software utilized by the DEPARTMENT for documenting field inspection activities.

All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines; certification under Western Alliance for Quality Transportation

Construction (MAQTC) guidelines will be accepted in lieu of MAQTC. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project.

The SERVICE PROVIDER shall provide one (1) field laboratory at the project site of the minimum size with sufficient capacity to perform the scope of services as required by the DEPARTMENT, and including any cabinets, shelves, sinks, counter space and filing cabinets needed. The laboratory shall be wired for 220 volts and have the exhaust vent required for the testing equipment needed for the project. The laboratory shall contain equipment needed to perform the testing on the project including but not limited to sieves, sieve shakers, scales, balances, sample splitters, drying devices such as ovens and burners, sand equivalent test set, specific gravity testing equipment, proctor compaction set, sand volume apparatus, nuclear testing devices, concrete testing equipment, density testing equipment, dry film thickness testing equipment, asphalt content tester and other miscellaneous equipment needed such as sampling devices, pans and tools in. The SERVICE PROVIDER agrees that this is a minimum equipment list and additional equipment may be required. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

When nuclear gauges are required, the Service Provider shall have current licenses as required by the appropriate regulatory agencies. Personnel who operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. The Service Provider shall be responsible to provide their own storage facility and transportation for nuclear density gauges.

The SERVICE PROVIDER shall equip office staff that will be utilizing the FieldManager™ program with a Windows-based computer that has Adobe Reader or other PDF-reading software installed.

The SERVICE PROVIDER shall provide one (1) field office at the project site or other approved location with equipment including, but not limited to computers, internet access, printers, copiers, scanners, desks and chairs. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

D2 Betterment Rates
4/15/2018

Title	Firm	Staff	2018 Rate	OT
Principal	HDR		\$225.00	NA
Testing Coordinator	Lumos	Ruedy Edgington	\$170.00	NA
Testing Coordinator	Lumos	Steve Moon	\$170.00	NA
Resident Engineer	DCS	Brian Harer	\$170.00	NA
Assistant Resident	HDR	Gary Salmi	\$240.00	NA
Office/Document Control	HDR	Dean Weitzel	\$205.00	NA
Assistant GE/Inspector IV	HDR	Paul Pettersen	\$140.00	NA
Level IV Inspector	HDR	Larry Westmoreland	\$165.00	NA
Level IV Inspector	HDR	Mark Wright	\$148.00	NA
Level IV Inspector	HDR	Steven Lewis	\$148.00	NA
Level IV Inspector	HDR	Mike Pendergraft	\$148.00	NA
Level III Inspector	Lumos	Misty Jones	\$148.00	\$167.00
Field Tester	HDR/Lumos	Greg Burt	\$138.00	\$156.00
Field Tester	Lumos	Bert Sexton	\$105.00	\$120.00
Field Tester	Lumos	Pete McCreary	\$105.00	\$120.00
Field Tester	Lumos	Michael Hartley	\$105.00	\$120.00
Field Tester	Lumos	Tenaya Brown	\$105.00	\$120.00
Field Tester	Lumos	Chris Von Duerfing	\$105.00	\$120.00
Field Tester	Lumos	Dean Macklin	\$105.00	\$120.00
Field Tester	Lumos	Alex Szendry	\$105.00	\$120.00
Field Tester	Lumos	Zachary Lim	\$105.00	\$120.00
Field Tester	Lumos	John Hartley	\$105.00	\$120.00
Field Tester	Lumos	Max Glenn	\$105.00	\$120.00
Field Tester	Lumos	Brad Pillsbury	\$105.00	\$120.00
DBE Tester	OCTS	Theresa Harrow	\$115.00	\$132.25

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: September 5, 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

A handwritten signature in blue ink, likely of Bridgette Garrison, is written over the "From:" line.

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 Nevada Highway Patrol employee, Dennis Osborn. Kimley-Horn & Associates, Inc. is proposing to engage Mr. Osborn's expertise in the Nevada Strategic Highway Safety Plan's Impaired Driving Task Force by assisting with developing and implementing effective strategies and action steps towards Nevada's goal of Zero Fatalities.

Additional Information:

Mr. Osborn retired from state service on July 4, 2017. Kimley-Horn & Associates, Inc. was selected to continue implementation of the Nevada Strategic Highway Safety Plan on August 2, 2017. Mr. Osborn retired as Chief of the Nevada Highway Patrol with over 25 years in Law Enforcement. Mr. Osborn has had no influence or authority over procurement for any state project for which Kimley-Horn & Associates, Inc. has participated.

Statutory Authority:

NRS 333.705

REVIEWED: _____
ACTION ITEM: _____



RECEIVED

AUG 24 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

MEMORANDUM

August 24, 2018

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director DocuSigned by: Rudy Malfabon
Subject: Authorization to Contract with a Former Employee – Dennis Osborn

SUMMARY

Dennis Osborn, who retired from the Nevada Highway Patrol on June 30, 2017, has the experience and knowledge to effectively facilitate the Nevada Strategic Highway Safety Plan's Impaired Driving Prevention Task Force. Dennis can draw upon his unique experience throughout his law enforcement career and as Chief of the Nevada Highway Patrol to assist the task force with developing and implementing effective strategies and action steps for the Impaired Driving Prevention Task Force towards Nevada's goal of Zero Fatalities. Approval for is being sought for Mr. Osborn's inclusion on NDOT Agreement P668-16-816.

BACKGROUND

Nevada's Strategic Highway Safety Plan (SHSP) is a comprehensive statewide safety plan that identifies the greatest causes of fatalities and serious injuries on Nevada roadways, and provides a coordinated framework for reducing the crashes that cause fatalities and serious injuries. The SHSP establishes statewide goals and critical emphasis areas focusing on the 4 E's of traffic safety: Engineering, Education, Enforcement and Emergency Medical Services/Emergency Response/Incident Management. Goals and strategies are developed in consultation with federal, tribal, state, local, and private-sector safety stakeholders.

The purpose of the SHSP is to eliminate traffic related fatalities and serious injuries by combining and sharing resources across disciplines and strategically targeting efforts to the areas of greatest need. Nevada has enlisted state, local, tribal, and federal agencies; institutions; private-sector firms; and concerned citizens to help solve this problem.

A Professional Services Agreement was entered with Kimley-Horn on August 2, 2017, with an expiration of September 30, 2019, in response to Request for Proposals (RFP) 668-16-816 Continued Implementation of the Nevada Strategic Highway Safety Plan. Dennis Osborn was not involved in the procurement that selected Kimley-Horn; however, he has been involved in the SHSP as a member of the Nevada Executive Committee on Traffic Safety and has extensive involvement with reducing impaired driving.

RECOMMENDATION

Your approval for NDOT to allow Dennis Osborn to be added to Kimley-Horn's team for Nevada's Strategic Highway Safety Plan for the specific task of facilitating the Impaired Driving Prevention Task Force, which is responsible for effectively implementing the strategies to reduce impaired driving towards Nevada's goal of Zero Fatalities.

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:	Dennis Osborn
Former Employee ID Number:	04999
Former Job Title:	Chief
Former Employee Agency:	Nevada Highway Patrol
Former Class and Grade:	49-10
Former Employment Dates:	Nov 1992 to July 2017
Contracting Agency:	Nevada Department of Transportation

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.

Dennis Osborn, who retired from the Nevada Highway Patrol on June 30, 2017, has the experience and knowledge to effectively facilitate the Nevada Strategic Highway Safety Plan's Impaired Driving Prevention Task Force. Dennis can draw upon his unique experience throughout his law enforcement career and as Chief of the Nevada Highway Patrol to assist the task force with developing and implementing effective strategies and action steps for the Impaired Driving Prevention Task Force towards Nevada's goal of Zero Fatalities.

b. Document former job description.

As Chief of the Nevada Highway Patrol, Dennis was responsible for the agency's Strategic Plan, Budget, Policy and Procedures, Discipline and day to day operations of a statewide law enforcement agency with 478 authorized sworn positions and approximately 47 civilian positions.

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?

No

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

Dennis Osborn gained unique experience, knowledge and relationships as the Chief of the Nevada Highway Patrol that will aid in the implementation of Nevada's Impaired Driving Prevention Task Force towards Nevada's goal of Zero Fatalities.

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 relation.

f. List contractor's hourly rate.

\$125 / hour

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.

Dennis Osborn gained unique experience, knowledge and relationships as the Chief of the Nevada Highway Patrol that will aid in the implementation of Nevada's Impaired Driving Prevention Task Force towards Nevada's goal of Zero Fatalities.

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

Yes, Dennis retired from the State of Nevada on July 4, 2017, with over 25 years in Law Enforcement and collects his monthly retirement from PERS.

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

Upon authorization through 9/30/2019

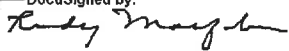
l. Will the former employee be working FT/PT? If PT how many hours

Part time averaging less than 10 hours per month.

Comments:


N/A

DocuSigned by:



08/24/2018

Contracting Agency Head's Signature and Date

 9/5/18

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Amendment No. 1 to
Service Agreement No. P668-16-816

This Amendment is made and entered into this 07/25/2018, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Kimley-Horn and Associates, Inc., 6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119, hereinafter referred to as the "SERVICE PROVIDER."

WITNESSETH:

WHEREAS, on August 2, 2017, the Parties entered into Agreement No. P668-16-816 for the implementation of Nevada Strategic Highway Safety Plan (SHSP); and

WHEREAS, the amount to be paid to SERVICE PROVIDER must be increased for the additional expenses required to complete the execution of Traffic Safety Summit for Year 2018 and 2019; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P668-16-816.

NOW, THEREFORE, the Parties agree as follows:

- Article IV, Paragraph 2, is amended by increasing the dollar amount from Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) to Nine Hundred Ten Thousand and No/100 Dollars (\$910,000.00).
- All of the other provisions of Agreement No. P668-16-816 dated August 2, 2017, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named Parties have hereunto set their hands and executed this Amendment on the date first written above.

SERVICE PROVIDER:
Kimley-Horn and Associates, Inc

DocuSigned by:


Michael Colety, Senior Vice President

DocuSigned by:


Deputy Attorney General

Name and Title (Print)

Approved as to Legality and Form:

Agreement Number P668-16-816

SERVICE AGREEMENT

8/2/2017

This Agreement, made and entered into on _____, by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter "DEPARTMENT") and Kimley-Horn and Associates, Inc., 6671 Las Vegas Boulevard South, Suite 320, Las Vegas, Nevada, 89119 (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 and Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for Strategic Highway Safety Plan, and such project is necessary to reduce the number and severity of potential crashes on Nevada roadways, hereinafter "PROJECT"); and

WHEREAS, the SERVICE PROVIDER is willing and able to perform the services to be performed under this Agreement, and to perform work on an as-needed basis as specified in Task Orders that may be issued by the DEPARTMENT; and

WHEREAS, a Request for Proposals (RFP) 668-16-816 Continued Implementation of the Nevada Strategic Highway Safety Plan was issued on April 24, 2017, this Master Services Agreement serves to fulfill the tasks in that underlying RFP's scope of services; and

WHEREAS, SERVICE PROVIDER's services will be of great benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - SCOPE OF SERVICES

- The SERVICE PROVIDER agrees to perform the services listed in the Scope of Services (SOS), hereinafter referred to as Attachment A, attached hereto and incorporated herein.
- The SERVICE PROVIDER agrees to perform the services as required on an as-needed basis and as specified in Task Orders that may be directed to the SERVICE PROVIDER by the DEPARTMENT.
- The SERVICE PROVIDER may be issued one or more Task Orders during the term of this Agreement. Individual Task Orders submitted by the DEPARTMENT to the SERVICE PROVIDER shall address the SOS, deliverables, cost, time schedule, and any other items deemed necessary. Cost limits and fixed fee amounts for individual Task Orders will be negotiated at the time each Task Order is issued and will be included in the Task Order. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the terms and conditions of this Agreement shall be given precedence.

4. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Agreement, with the provisions of the SOS, and with a related Task Order, except as specifically provided otherwise therein.

5. The SERVICE PROVIDER agrees to comply with all requirements contained in the underlying Request for Proposal which is incorporated into this Agreement by reference.

ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including September 30, 2019, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement, and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. A new Task Order cannot be issued to this Agreement subsequent to September 30, 2019. However, ongoing professional services on Task Orders issued prior to the expiration date referenced above, may continue to be paid until the agreed time limit specified in the Task Order is reached. The provisions of this Agreement, under which a Task Order is issued, will remain in full force and effect during the term of the Task Order even when the end date of the Task Order exceeds the expiration date of this Agreement.

3. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

4. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited to representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 5 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

7. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Task Order" from the DEPARTMENT. Upon receipt of a Task Order, SERVICE PROVIDER shall only perform the work set forth in the respective Task Order. If the SERVICE PROVIDER does commence said work prior to receiving such Task Order or performs work not set forth in such Task Order, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to receipt, or in excess of a Task Order. Furthermore, the SERVICE PROVIDER shall not rely on any written or oral representations made by the DEPARTMENT or any of its agents, employees, or affiliates, to perform work prior to receipt of a Task Order for such work. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

8. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources, or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies, or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

9. The SERVICE PROVIDER shall assign one (1) individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with NRS Chapter 625 and Nevada Administrative Code, Chapter 625.

10. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants, and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

1. If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation, or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries, and parent companies/organizations);
2. If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or
3. If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT, and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

11. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

12. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time said services are performed.

13. This Agreement, any Task Orders, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

14. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

15. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require its subcontractors to comply with all provisions of 48 CFR Chapter 1, Part 31, and, if the subcontract agreement exceeds One Hundred Thousand and No/00 Dollars (\$100,000.00), the subcontract agreement shall also comply with Paragraph 17 in this Article. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31. Any attempted assignment of rights or delegation of duties under this Agreement without the prior written consent of the DEPARTMENT, shall be void.

16. The SERVICE PROVIDER agrees to complete and sign Attachment C - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," Attachment D - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES," attached hereto and incorporated herein.

17. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License, and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause ten (10) working days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services, which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

- a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
- b. If any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such agreement; or

f. If the SERVICE PROVIDER knowingly bills the DEPARTMENT for unallowable costs or non bona fide goods or services, or for goods and services not provided.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement and any related Task Orders have been completely performed by the SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT, and final payment is made.

ARTICLE IV - COST

1. The "cost plus fixed fee" method of compensation shall be used for the SERVICE PROVIDER's services.

2. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost of the services by the SERVICE PROVIDER, for all Task Orders resulting from this Agreement, shall not exceed the sum of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00). Funds not used during the term of this Agreement will not be paid to the SERVICE PROVIDER.

3. Indirect costs (overhead) of the SERVICE PROVIDER shall be apportioned among all professional services projects being done by the SERVICE PROVIDER during the term of this Agreement and will be billed at the provisional indirect cost rate of one hundred ninety-seven and 02/100 percent (197.02 %) of direct labor costs, plus 0.51% of direct labor costs for Facilities Capital Cost of Money (FCCM). No fixed fee is payable on this FCCM cost item. This rate may be adjusted to the actual indirect cost rate at the time of final audit.

4. The total amount payable by the DEPARTMENT for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless additional funds are agreed to by written Amendment signed by all parties.

5. For the cost, plus fixed fee method of compensation, the fixed fee is an amount in addition to the reimbursement of costs as outlined in this Agreement and related Task Orders, which the DEPARTMENT shall pay to the SERVICE PROVIDER for the satisfactory performance of all professional services required herein. The Fixed Fee shall be negotiated prior to issuance of a Task Order. This fixed fee will not vary irrespective of final project costs except in the event of a material and substantial change to the project scope.

6. The SERVICE PROVIDER shall be reimbursed for the use of company vehicles. Cost shall include a direct expense that includes actual mileage at IRS rates.

7. The SERVICE PROVIDER is required to submit a Monthly Progress Report in the DEPARTMENT's format showing the status of the work for each Task Order assignment, and the degree of completion thereof.

8. SERVICE PROVIDER cost billing, reimbursement, and audit, will be accomplished in accordance with the DEPARTMENT's Chapter 5 of the Transportation Policies and Procedures, the DEPARTMENT's Accounting Manual and Audit Services Annual Management Report, and the Federal Cost Principles set forth in 48 CFR Chapter 1, Part 31.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted. The Fixed Fee shall be paid monthly and shall be calculated as a percentage of the direct salary plus overhead costs of that month's invoice until the full agreed upon fee is paid.

2. Payment will be made for one hundred percent (100%) of the amount of each invoice, until a maximum of ninety percent (90%) of the total Task Order Agreement costs have been billed by the SERVICE PROVIDER. Thereafter, payment for the remaining ten percent (10%) of the total Task Order Agreement costs shall be withheld by the DEPARTMENT, until such time as the professional services delivered by the SERVICE PROVIDER have been completely accepted by the DEPARTMENT. The final audit shall be performed after the release of the retained amount, and may cause an adjustment of payments to the DEPARTMENT or to the SERVICE PROVIDER. No interest shall be paid to the SERVICE PROVIDER on this retained amount or any adjustment of payments.

3. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession, or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

4. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and

fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

5. Payment of invoices, interest penalties, and discounts shall be paid as follows:
 - a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.
 - b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.
 - c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).
 - d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.
6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.
2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.
3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA, or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;

d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;

- e. Accumulation of vacation leave or sick leave; or

f. Unemployment compensation coverage provided by the DEPARTMENT.

4. The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave, or coverage.

5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

6. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

7. The SERVICE PROVIDER shall furnish a Certificate, a Declarations Page, and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a thirty (30) calendar day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

8. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-; VII.

9. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

10. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers, and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

11. The SERVICE PROVIDER shall appear as a consultant and if necessary as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

12. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation, and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings, and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information, or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

13. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination, or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow, or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

14. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

15. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

17. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

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a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap, or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

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18. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest agrees as follows:

- a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SERVICE PROVIDER is subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under the False Claims Act as specified in 32 USC 3729-3733, and prosecution for making a false statement as specified in 18 USC 1020.
- b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.
- c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition, including AIDS and AIDS-related conditions.

19. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

20. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the State of Nevada, and the employees, officers, and agents of the State of Nevada from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

21. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible, or assessments on any insurance policies purchased by the SERVICE PROVIDER.

22. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

23. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/VendorServices/Vendor_Services.html. The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

24. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals, or any other occurrence that alters this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) days prior to making said change.

25. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below.

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director
Attn: Ken Mammen, P.E.
Nevada Department of Transportation
Traffic Safety Engineering Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7335
Fax: (775) 888-7403
E-mail: kmammen@dot.state.nv.us

FOR SERVICE PROVIDER:

Michael Colety, P.E., PTOE
Kimley-Horn and Associates, Inc.
6671 Las Vegas Boulevard South, Suite 320
Las Vegas, NV 89119
Phone: (702) 862-3600
E-mail: Mike.Colety@kimley-horn.com

26. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

27. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

28. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

29. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

30. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

31. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

32. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

33. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

34. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

35. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

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

37. At the end of the term of this Agreement described in Article II – Performance, Paragraph 1, the SERVICE PROVIDER will be evaluated and that evaluation may be used for evaluation of future procurements.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER:
Kimley-Horn and Associates, Inc.

DocuSigned by:

72E10E2BFD42

Michael Colety, Senior Vice President


Print Name and Title

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

D90C0F344E

Approved as to Legality and Form:

DocuSigned by:

D90C0F344E
Deputy Attorney General

Attachment A
Scope of Services

NEVADA STRATEGIC HIGHWAY SAFETY PLAN FFY 18 & 19

Task 1. SHSP Oversight and Promotion

The SERVICE PROVIDER will maintain the overall Strategic Highway Safety Plan (SHSP) safety partners' involvement process working with the Critical Emphasis Area (CEA) task teams, Safety Data, the NECTS and TWG to implement the Strategic Plan. Additionally, the SHSP coordinates with Highway Safety Plan (HSP), Traffic safety issue identification based on crash data forms the foundation for action steps to address behavioral considerations. In addition to working within the SHSP structure, the SERVICE PROVIDER will provide data analysis, document development, and coordination with the HSP through DPS. These tasks include but are not limited to the following:

A. Implementation Facilitation

The SERVICE PROVIDER will:

- a. Provide facilitation and guidance on implementation strategies:
 - i) Identify and document SHSP strategies funded under other plans.
 - ii) Identify and document opportunities to coordinate SHSP strategies with other existing funding programs.
 - iii) Identify gaps, i.e. SHSP strategies not addressed in the SHSP with other agency plans.
 - iv) Evaluate the effectiveness of current strategies and determine if DEPARTMENT funded strategies can be enhanced by restructuring or leveraging additional support.
 - v) Utilize input from NECTS and TWG to improve activities.
 - vi) Assist with evaluation tools or mechanisms to measure potential SHSP program impacts.
- b. Coordinate the SHSP strategies with the Zero Fatalities Program.
- c. Facilitate the Traffic Records Coordination Committee (TRCC) and Safety Data needs for data analysis:
 - i) Coordinate with DEPARTMENT on safety analysis.
 - ii) Review of safety and relevant data.
 - iii) Review of proven countermeasures relevant to Nevada.
 - iv) Provide analysis to NECTS and TWG.
 - v) Review performance measures.
- d. Provide other related SHSP activities as needed.
- e. Prepare for and host a monthly management progress meeting, and coordinate with DEPARTMENT and DPS key staff:
 - i) Include CEA team leaders as required.

Deliverables:

- Meeting Minutes
- Monthly summary of project tasks accomplishment as part of a monthly Progress Report.

B. SHSP Promotion

The SERVICE PROVIDER will:

- a. Promote the SHSP at related conferences/meetings and events.
- b. Provide Nevada SHSP website oversight/updates:
 - i) Review and update content.
 - ii) Coordinate with DEPARTMENT Public Information Officer (PIO) on updates.
- c. Prepare and distribute a quarterly electronic newsletter.
- d. Update/produce fact sheets.
- e. Continued outreach statewide:
 - i) Reach out to stakeholders based on CEA suggestions for areas/regions that are lacking SHSP involvement/knowledge.
 - ii) Identify stakeholders through CEA/TWG feedback, and suggestions.
 - iii) Coordinate with CEA leaders on how to increase membership and implement strategies.
- f. Develop and implement a plan for having people "join" the SHSP initiative:
 - i) Coordinate efforts with DEPARTMENT PIO regarding creating a member database through website

Deliverables:

- Meeting Minutes
- Quarterly electronic newsletters
- Fact Sheets
- Updated list of active and non-active CEA members

C. Review and Summarize Regional and National Best Practices

The SERVICE PROVIDER will:

- a. Coordinate with other states and national agencies on implementation strategy best practices.
- b. Complete a literature review of best practices from regional and national guidance and strategic highway safety plan implementation in other states. Prepare a draft and final document summarizing best practices to be incorporated in Nevada.
- c. Evaluate the feasibility of a regional SHSP Peer Exchange with Utah, Idaho, Arizona, and New Mexico. Pursue FHWA or NHTSA funding for such peer exchange.

Deliverables:

- Meeting Minutes
- Draft Literature Review including Internal Quality Control comments by the SERVICE PROVIDER team, including sub-consultants
- Final Literature Review with comment resolution matrix
- Draft Regional Peer Exchange Feasibility Summary including Internal Quality Control comments by the SERVICE PROVIDER team, including sub consultants
- Final Peer Exchange Feasibility Summary with comment resolution matrix

D. Prepare Annual Report for SHSP

The SERVICE PROVIDER will:

- a. Prepare an annual report (SHSP) summarizing the progress of the previous year's activities and targets and the priorities for future implementation. Prepare a draft and final document summarizing best practices to be incorporated in Nevada.

Deliverables:

- Draft SHSP Annual Report including internal Quality Control comments from the SERVICE PROVIDER team, including sub-consultants
- Final Annual Report with comment resolution matrix
- Summary of performance against targets

TASK 2: Critical Emphasis Areas (CEA) and Technical Working Group (TWG) Facilitation

The SERVICE PROVIDER will facilitate the seven (7) CEA task teams within the SHSP as well as the TWG:

1. Impaired Driving
2. Safety Belts (Occupant Protection)
3. Intersections
4. Lane Departures
5. Pedestrians
6. Motorcycles
7. Young Driver

A. Facilitate CEA Teams

The SERVICE PROVIDER will provide coordination and facilitation to CEA teams:

- a. Obtain input from CEA team leaders on agendas for meetings
- b. Invite CEA team members to upcoming meetings and coordinate attendees
- c. Facilitate CEA team meetings
- d. Prepare agenda and minutes for each CEA team meeting
- e. Identify key action items for each CEA team
- f. Champion development of new strategies
- g. Ensure performance measures (output and outcome measures) for each CEA and its corresponding strategies are in place
- h. Monitor attainment of objectives and goals
- i. Document challenges and opportunities
- j. Coordinate with related meetings, such as the Southern Nevada Pedestrian Safety Task Force

Deliverables:

- Meeting Minutes

B. Research/Strategy Execution

The SERVICE PROVIDER will:

- a. Gather statistics and information to track progress of the SHSP related fatal and serious injury crashes.
- b. Maintain detailed action plans for each strategy identified in the SHSP.
- c. Compare results from previous reports.
- d. Assist with coordination, administrative, and managerial facilitation as needed, and as directed by the DEPARTMENT.
- e. Facilitate coordination of safety data needs with the CEAs.
- f. Review and update input and outcome performance measures.

Deliverables:

- Support documents for SHSP strategy execution
- CEA Action Plans
- Report on performance measures

C. Facilitate Technical Working Group (TWG)

The SERVICE PROVIDER will:

- a. Obtain input on TWG agendas for quarterly meetings.
- b. Include latest strategies, challenges, etc., from CEA teams.
- c. Research and provide legislative topics for discussion.
- d. Invite TWG members to quarterly meetings and coordinate attendees.
- e. Facilitate quarterly TWG meetings.
- f. Prepare agenda and minutes.
- g. Identify key action items.
- h. Champion development of new strategies.
- i. Document challenges and opportunities.

Deliverables:

- Meeting minutes
- Supporting documents for TWG

TASK 3: Nevada Executive Committee on Traffic Safety (NECTS) Support

The SERVICE PROVIDER will provide support to the NECTS with regard to the SHSP. This effort includes but not limited to the following tasks:

A. NECTS Meetings

The SERVICE PROVIDER will:

- a. Review information from previous NECTS meetings.
- b. Schedule meetings and send invitations.
- c. Update NECTS Meeting Binder.
 - i) Prepare agenda/coordinate agenda items with Committee Chair.
 - ii) Include any updates from CEA/TWG, concerns, etc.

- iii) Distribute Meeting Binder to all committee members one (1) week in advance of the meeting.
- d. Assist with meeting facilitation (NECTS Chairman facilitates meeting).
- e. Prepare Meeting Minutes/Summary.
- f. Distribute (electronic) copy to all NECTS members.

B. Support of NECTS Initiatives

The SERVICE PROVIDER will:

- a. Address existing and upcoming sponsored transportation related legislation issues.
- b. Identify and foster legislative safety champions.
- c. Conduct research and provide information on proposed legislative suggestions from the CEA teams and TWG.
- d. Summarize challenges/barriers encountered by CEA teams for presentation and or consultation with NECTS.
- e. Assist (as appropriate) in drafting legislation for member agency submission.

C. SHSP Implementation through NECTS

The SERVICE PROVIDER will:

- a. Coordinate with NECTS member agencies.
- b. Conduct meetings or webinars for regional/local groups to solicit interest in and boost local participation in the SHSP.
- c. Work with NECTS member agencies to integrate SHSP safety strategies in their transportation planning process as appropriate.
- d. Develop an SHSP implementation plan/list/checklist/tool kit, customized for a region or local area.

Deliverables:

- Meeting agendas and binder, meeting minutes

TASK 4: Safety Summit and Annual Awards

The SERVICE PROVIDER will support the planning, coordination and execution of two (2) Safety Summits tentatively scheduled for 2018 and 2019.

A. Traffic Safety Summit

The SERVICE PROVIDER will:

- a. Organize a committee consisting of contributing staff from the DEPARTMENT and DPS, consultant staff, and staff from supporting agencies for planning, coordination and execution of the Traffic Safety Summits and attend the Committee Meetings:
 - i) Monthly basis, 12-6 months before Summit (six (6) meetings).
 - ii) Every other week, 6-0 months before Summit (twelve (12) meetings).
 - iii) Post-Summit Meeting to discuss feedback (one (1) meeting).
- b. Update regularly the TWG and NECTS members about the upcoming safety summit.
- c. Work with the Committee to select the date and time for the Safety Summit(s) and research appropriate meeting spaces in Northern and Southern Nevada, assist with site selection, contracts, requirements, room blocks, etc.

- d. Update the SHSP contact list and Traffic Safety Summit invitation list to include current SHSP team members as well as local, regional and state representatives, and provide updated list to the Committee for final review.
- e. Develop a theme for the Safety Summit, as well as topics and desired outcomes based on input from SHSP partners.
- f. Provide event logistics support:
 - i) Pre-Summit support:
 - (1) Create advertising and promotional materials.
 - (2) Develop and distribute invitations.
 - (3) Collect presentation (PowerPoints).
 - (4) Publish printed materials, notes, etc.
 - (5) Work with the Committee to develop SHSP Awards.
 - (6) Coordinate speaker schedules, travel, lodging, etc.
 - (7) Develop sponsorship categories and benefits, and obtain sponsors.

ii) On-site support:

- (1) Manage on-site registration and check-in.
- (2) Collect evaluations and feedback for each session.
- (3) Document activities on-site (photos, etc.).
- (4) Check-in speakers and moderators, and confirm daily schedule.
- (5) Conduct daily briefing meetings with the Committee.
- (6) Schedule prep time with moderators/facilitators.
- (7) Provide on-site support to speakers and moderator.

iii) Post-Summit support:

- (1) Collect post-summit feedback via surveys.
- (2) Conduct post-summit de-brief meeting.
- (3) Summit wrap-up.
- (4) Prepare summary report to include in the Annual SHSP Report.
- (5) Perform presentations to the TWG and NECTS about the outcome of the newly completed safety summit.

Deliverables:

- Event program, website, registration list, copy of the speakers' presentation, summary of Safety Summits, and summary of evaluations/report

TASK 5: Integration of SHSP with Other Transportation Plans

A. Coordination with the DEPARTMENT and other agencies on SHSP integration with other Transportation Plans:

- a. Coordinate with towns, cities, counties, metropolitan planning organizations, and tribal communities on improving planning processes and documents to incorporate SHSP strategies.
- b. Provide guidance on incorporating the SHSP strategies into planning documents for towns, cities, counties, metropolitan planning organizations and tribal communities.
- c. Assist with the development of projects and funding for safety initiatives that support the Nevada SHSP.

Deliverables:

- Summary of coordination, guidance and project development

TASK 6: Communications/Coordination

- A. The SERVICE PROVIDER Communications Liaison will facilitate coordination and tracking for the Strategic Highway Safety Plan's Zero Fatalities Program in coordination with the DEPARTMENT and DPS, and other SHSP partners, and perform the following tasks:
- Track Zero Fatalities community outreach, special events, and media activities and related needs; lead on DEPARTMENT or DPS initiated events, coordinate with supporting agencies and their consultants on events as required.
 - Assist with and track public media and marketing strategic initiatives including advertising buys, social media, and web presence as it relates to Zero Fatalities traffic safety and behavioral campaigns.
 - Facilitate responses to public inquiries.
 - Assist in the reporting of Zero Fatalities traffic safety and behavioral campaign efforts to various stakeholder groups.
 - Assist with the Certified Zero Training Program development and management and other Zero Fatalities programs.
 - Review and coordinate the creative.

Deliverables:

At least monthly summaries of Zero Fatalities events, initiatives, programs, public inquiries, creative materials and campaigns

Project Duration

The term of this agreement will be for an initial two (2) year period with the option to renew for an additional two (2) year period dependent upon availability of 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: September 27, 2018
To: Paul Nicks
Governor's Finance Office
From: Tiffany Greenameyer, Executive Branch Budget Officer *SG*
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION

Agenda Item Write-up:

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

Additional Information:

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

Statutory Authority:

NRS 333.705

REVIEWED: *SG*
ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701

Phone: (775) 684-0170 | Fax: (775) 684-0188

Authorization to Contract with a Former Employee

Employee Information

Former Employee Name:	James R. Wells 4368 Hidden Meadow Dr, CC NV 89701
Former Employee ID Number:	10256
Former Job Title:	Director
Former Employee Agency:	Governor's Finance Office
Former Class and Grade:	U4930
Former Employment Dates:	-July 13, 2018
Contracting Agency:	Governor's Finance Office

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.

See attached

b. Document former job description.

Mr. Wells was responsible for collaborating with executive branch agencies to produce the Governor's Executive budget as well as working in partnership with senior state leaders on budget guidelines based on the Governor's priorities. Additionally, he over saw the day-to-day operations and management of the Budget and the Internal Audits Divisions..

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

The contractor has knowledge of the state budgeting process and has knowledge of multiple agencies and state programs including services rate models

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

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

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

The Deputy Director of the Governor's Finance Office will oversee the contractor and is not related to the contractor.

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

\$70.00 per hour

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

Executive Branch Budget Office 1 Grade 41 \$46.57 Time and half is \$69.86.

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

The intent of adding contract staff is to reduce the overtime required of permanent staff to complete the Governor's Executive Budget and maintain a fresh perspective during a critical time in the Budget Division.

- i. Document justification for hiring contractor.**

The contractor will support the office with the preparation of the Governor's Executive Budget, ensure the product is a high quality, help mentor new staff and allow the office to reduce overtime.

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

Yes

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

October 9, 2018 (upon approval of BOE) – January 7, 2019

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

Part time – No more than 20 hours a week.

Comments:

 9/27/18
Contracting Agency Head's Signature and Date

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

James R. Wells
4368 Hidden Meadow Drive
Carson City, NV 89701
Phone (775) 887-9699
Email: jimwells2@outlook.com

Scope of Work

September 27, 2018

Contract/Deliverables/Goals

To assist with the preparation of the Governor's Executive Budget.

- Verify Agency Requested budgets meet the published Budget Instructions.
- Analyze Agency Requested Budgets, including projected revenues and expenditures and proposed adjustments and enhancements.
- Ensure supporting documentation is accurate and reflects the agency's request.
- Reconcile position controls and review agency staffing rations.
- Review Adjusted Base entries to ensure adjustments are allowable and reasonable.
- Audit and reconcile cost allocations, caseload projections, inflation adjustments and mandates.
- Review Performance Measures and ensure supporting documentation supports agencies' data.
- Ensure fund maps accurately reflect budgetary requirements.
- Assist with balancing the Governor's Executive Budget.
- Provide training to new staff on processes used to build and publish budget documents.
- Other tasks that support the preparation of the Governor's Executive Budget.

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: September 15, 2018

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

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

Agenda Item Write-up:

Pursuant to NRS 353.268, the Division requests an allocation of \$3,000,000 from the Interim Finance Committee General Fund Contingency Account to fund emergency response activities.

Additional Information:

The Division continues to experience funding shortfalls due to an unusually active fire season. This request represents a portion of the current agency projected need. The agency is expected to request additional funding at the December Interim Finance Committee meeting and during the upcoming Legislative Session. The associated non-IFC work program for this request is #C44735.

Statutory Authority:

NRS 353.268
Action Item: October BOE and IFC

REVIEWED: *CP*

ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY

2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2570

September 7, 2018

MEMORANDUM

To: Paul Nicks, Acting Director
Governor's Finance Office

Through: Curtis Palmer
Executive Branch Budget Officer

From: Bradley Crowell, Director *BC*
Department of Conservation and Natural Resources

Subject: Interim Finance Committee Contingency Fund Request – Work Program C44735:
B/A 4196 for \$3,239,803 *\$3,564,665 - CP*
3,000,000 CP

The Nevada Division of Forestry (NDF) is requesting an allocation from the IFC Contingency Fund to cover actual and projected emergency response expenses within the NDF Forest Fire Suppression account (B/A 4196). The NDF is requesting \$3,239,803 to cover incurred expenses as well as a portion of projected emergency response costs through the remainder of State Fiscal Year 2019. *\$3,564,665 - CP*
3,000,000 - CP

The Executive and Legislative branches of government have recognized the unpredictability of costs associated with emergency response activities, including wildland fire, flooding, and other natural resource emergencies. Historical records show that the 2-3 years following the heavy precipitation years tend to have the most devastating and active wildland fire seasons. Precipitation during the spring of 2018 came at a time that led to significant growth of annual grasses (cheat grass). Additionally, the relatively mild winter of 2017/2018 did not produce a significant snow pack to crush the previous season's grass growth. The large production of easily ignited fuel combined with the unburned growth from the previous season have contributed to several large wildfires this year. The Martin Fire, at almost 400,000 acres, was the largest wildfire to have burned in Nevada. Several fires have exceeded 100,000 acres this season. To date Nevada has experienced 523 wildfires that have burned over 1,028,256 acres. Of these 523 wildland fires, approximately 327, 426 acres (28%) originated on land within the State of Nevada / NDF jurisdiction. This acreage is approximately four times greater than the average of the previous five years. The cost of fighting wildland fires is initially borne by the jurisdictional

September 7, 2018

Page 2 of 2

agency at the point of origin. That agency then seeks reimbursement through cost share agreements with all other responsible jurisdictional agencies.

In the past, fire seasons averaged 5 months but are now averaging 7 to 9 months nationwide. The increased fire activity in Nevada this season has resulted in significantly higher than anticipated expenditures for personnel and fire response operations. This request will partially cover known actual expenses for fire, flood, and other natural resource emergencies for State Fiscal Year 2019.

cc: Kacey KC, State Forester Firewarden, DCNR, NDF
Dave Prather, Deputy Administrator, DCNR, NDF
Kurt Green, ASOIII, DCNR, NDF
Kelly Williams, ASOIV, DCNR
Kimbra Ellsworth, Program Analyst, LCB Fiscal Division

Work Program & FY 19 Projection Summary

RGL	REVENUE	OBLIGATED	PROJECTED	TOTAL	WP	DIFFERENCE	CASH				Proposed	
							SHORTFALL	work	Program	Program	October IFC	Proposed December
42	APPROPRIATIONS	-	-	-	-	-	-	-	-	-	-	-
47	BEGINNING CASH	1,943,120	-	1,943,120	1,943,120	-	-	-	-	-	-	-
3576	FMAG FEMA GRANT REIMBURSEMENT	-	1,213,296	1,213,296	747,689	(465,607)	-	-	-	-	-	-
4201	FIRE EQUIPMENT ONLY REVENUE	161,273	-	161,273	641,713	480,440	-	-	-	-	-	-
4203	PRIOR FY INCIDENT REVENUE	342,870	2,044,302	2,387,172	1,475,340	(911,832)	-	-	-	-	-	-
4219	CURRENT FY INCIDENT REVENUE	1,800	-	1,800	1,604,587	1,602,787	-	-	-	-	-	-
4351	NDOW FUEL REIMBURSEMENT	-	-	-	23,469	23,469	-	-	-	-	-	-
4654	TRANS FROM INTERIM FINANCE	2,500,000	-	2,500,000	2,500,000	-	-	3,000,000	4,799,545	4,799,545	9,600,000	9,600,000
4746	NON FIRE INCIDENT REIMBURSEMENT	-	-	-	9,724	9,724	-	-	-	-	-	-
		4,949,064	3,257,598	8,206,661	8,945,642	738,981	17,399,545	3,000,000	4,799,545	4,799,545	9,600,000	9,600,000

CAT	EXPENSES	OBLIGATED	PROJECTED	TOTAL	WP	DIFFERENCE	CASH				Proposed	
							SHORTFALL	work	Program	Program	October IFC	Proposed December
01	PERSONNEL COSTS	2,109,992	1,070,575	3,180,567	1,483,027	(1,697,540)	1,697,540	797,467	900,073	900,073	-	-
10	CURRENT FY INCIDENT COSTS	2,080,810	16,275,125	18,355,935	2,743,580	(15,612,355)	15,702,006	2,202,533	3,899,473	3,899,473	9,600,000	9,600,000
12	NON-FIRE COSTS	-	5,000	5,000	5,000	-	-	-	-	-	-	-
15	INCIDENT BUSINESS STAFF	-	348,389	348,389	348,389	-	-	-	-	-	-	-
18	VEHICLE REPAIR COSTS	23,112	401,888	425,000	425,000	-	-	-	-	-	-	-
19	FMAG FEMA GRANT COSTS	-	-	-	291,871	291,871	-	-	-	-	-	-
82	PRIOR FY INCIDENT COSTS	25,267	1,475,080	1,500,347	1,857,807	357,460	-	-	-	-	-	-
84	RESERVE CAT 15	-	1,344,707	1,344,707	1,344,707	-	-	-	-	-	-	-
85	RESERVE CAT 18	-	425,000	425,000	425,000	-	-	-	-	-	-	-
87	PURCHASING ASSESSMENT	2,562	7,686	10,248	10,248	-	-	-	-	-	-	-
88	COST ALLOCATION	2,754	8,259	11,013	11,013	-	-	-	-	-	-	-
		4,244,498	21,361,709	25,606,207	8,945,642	(16,660,565)	17,399,545	3,000,000	4,799,545	4,799,545	9,600,000	9,600,000

704,566	(18,104,111)	(17,399,545)	-	(17,399,545)
REALIZED FUNDING	PROJECTED LIABILITY	CASH SHORTFALL	CASH	SHORTFALL

Information accurate as of 9/24/2018

As fire season continues, the actual costs will continue to rise, resulting in a modification to the amounts indicated in the current request. This request will cover costs through approximately April, but a supplemental request has also been submitted with the agency request budget.



**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: September 4, 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 – OFFICE OF TRAFFIC SAFETY

Agenda Item Write-up:

Pursuant to NRS 353.268, the Division requests an allocation of \$72,639 from the Interim Finance Committee Highway Fund Contingency Account to cover the cost of hiring a Program Officer II in support of the initial implementation of requirements set forth in Senate Bill 259 of the 2017 Legislative Session establishing the Nevada Ignition Interlock Program (NIIP).

Additional Information:

Senate Bill 259 instituted the ignition interlock installation requirements for all DUI offenders as a condition of retaining their driver's license following a DUI arrest. The bill also places requirements on DPS to provide reports to the courts relating to NIIP violations.

During the 2017 Legislative Session DPS provided a fiscal note detailing the department's estimate of the costs associated with the program. That fiscal note indicated the potential need for seven FTE to fulfill the administration and reporting requirements of the program. This request represents the agency's initial support for program implementation only. The operational/administrative program support portion of the bill becomes effective October 1, 2018.

In support of this request the agency has submitted work program C44636. In addition, the agency has included decision unit M501 in its 2019-21 budget request to fund this position going forward with Highway Fund appropriations.

Statutory Authority:

BOE approval required pursuant to NRS 353.268.

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

Brian Sandoval
Governor



James M. Wright
Director

Amy Davey
Administrator

Office of Traffic Safety

107 Jacobsen Way
Carson City, NV 89711
Telephone (775) 684-7470 • Fax (775) 684-7482

August 29, 2018

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

RE: Board of Examiner Approval for Highway Fund Contingency funds for the Department of Public Safety,
Office of Traffic Safety

Dear Mr. Rodriguez,

Pursuant to NRS 353.268 the Office of Traffic Safety is requesting an allocation from the Highway Fund Contingency Account to fund a new position that will provide operational oversight of DPS' statutory requirements for the State's Ignition Interlock program. Senate Bill 259 of the 2017 Nevada Legislative Session instituted ignition interlock installation requirements for all Driving Under the Influence (DUI) offenders as a condition of retaining their driver's license following a DUI arrest. Senate Bill 259 also requires the DPS to provide reporting to the courts for violations of the ignition interlock requirements. During the 2017 legislative session the DPS provided a fiscal note indicative of its estimate of possible program administration costs. The law will take effect on October 1, 2018 and the initial costs to provide minimal administrative oversight for the DPS requirements in state fiscal year 2019 are estimated at \$72,639.00.

The Office of Traffic Safety is submitting this request for consideration at the Board of Examiner's meeting in October 2018. Work Program C44636 has also been submitted for the Interim Finance Committee's consideration in October 2018. Please feel free to contact Crystal Kenison at 775-684-7474 or me if additional information is required to fulfill this request.

Sincerely,

Amy Davey
Administrator

Cc: Charise Whitt, Division Deputy Administrator
Crystal Kenison, Administrative Services Officer I
File

Attachments

Senate Bill No. 259—Senators Manendo, Parks, Cannizzaro, Segerblom, Gustavson; Atkinson, Cancela, Denis, Farley, Ford, Gansert, Hammond, Hardy, Ratti, Spearman and Woodhouse

Joint Sponsor: Assemblyman Carrillo

CHAPTER.....

AN ACT relating to motor vehicles; requiring certain persons to install an ignition interlock device following a revocation of a driver's license, permit or privilege to drive; revising the provisions governing the period of revocation of a driver's license, permit or privilege to drive related to certain offenses involving driving under the influence; requiring the court to order certain persons to install an ignition interlock device in certain circumstances; revising provisions governing the installation of an ignition interlock device following a conviction of driving under the influence of alcohol or a controlled substance; prohibiting a person from providing his or her breath for an ignition interlock device required to be installed in the vehicle of another person under certain circumstances; requiring the Committee on Testing for Intoxication to adopt certain regulations; providing a penalty; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law requires the revocation of the driver's license, permit or privilege to drive of a person who: (1) has a concentration of alcohol of 0.08 or more in his or her blood or breath or who is found to have a detectable amount of a prohibited substance in his or her blood or urine for which he or she did not have a valid prescription or hold a valid registry identification card; or (2) fails to submit to an evidentiary test requested by a police officer. The driver's license, permit or privilege of the person is revoked for a period of: (1) 90 days for having a concentration of alcohol of 0.08 or more in his or her blood or breath or who is found to have a detectable amount of a prohibited substance in his or her blood or urine under certain circumstances; or (2) not less than 1 year, or 3 years under certain circumstances, for failing to submit to an evidentiary test. (NRS 484C.210, 484C.220) **Section 3** of this bill requires a person whose license, permit or privilege has been revoked for failure to submit to an evidentiary test or for having a concentration of alcohol of 0.08 or more in his or her blood or breath to install, at his or her own expense, an ignition interlock device in each vehicle the person operates as a condition to obtaining a restricted license. Existing law further provides that the officer is required to advise the person of his or her right to administrative and judicial review of the revocation and to have a temporary license, valid for 7 days, which the officer must issue upon request. (NRS 484C.220) **Section 4** of this bill requires the officer to also advise the person that he or she is required to install an ignition interlock device, at his or her own expense, in each vehicle the person operates as a condition to obtaining a restricted license.



Under existing law, the driver's license, permit or privilege of a person convicted of an offense involving driving under the influence of alcohol or a controlled substance is revoked for a period of 90 days for a first offense. (NRS 483.460) **Section 1** of this bill revises the period of revocation for such an offense to not less than 185 days.

With certain exceptions, existing law requires a court to order a person to install, at his or her own expense, an ignition interlock device in each vehicle the person owns or operates if the person is convicted of an offense involving driving under the influence of alcohol or a controlled substance which: (1) constitutes a felony; or (2) constitutes a misdemeanor, but the concentration of alcohol in the person's blood or breath was 0.18 or more. Existing law also authorizes a court to order a person to install an ignition interlock device if the person is convicted of a misdemeanor offense involving driving under the influence of alcohol or a controlled substance in which the concentration of alcohol in the person's blood or breath was less than 0.18. (NRS 484C.110, 484C.400, 484C.460) **Section 6** of this bill requires a court to order the installation of an ignition interlock device for all persons convicted of an offense involving driving under the influence of alcohol or a controlled substance. **Section 9** of this bill authorizes a juvenile court to order the installation of an ignition interlock device for a child convicted of an offense involving driving under the influence of alcohol or a controlled substance. **Section 3** authorizes the court to give the person day-for-day credit for any period during which the person installed a device as a condition to obtaining a restricted license before the issuance of an order from the court to do so. Further, **section 7** of this bill authorizes the court to extend the order of a person required to install an ignition interlock device if the court receives a report from the Director of the Department of Public Safety that the person has committed certain violations. Existing law authorizes a court to provide an exception to ordering a person to install an ignition interlock device to avoid undue hardship to the person. (NRS 484C.460) **Section 6** revises this exception and additionally authorizes the court, in the interests of justice, to not order a person to install an ignition interlock device if: (1) a person is unable to provide a deep lung sample for a device as certified in writing by a physician; or (2) a person resides more than 100 miles from a manufacturer of a device.

Section 2.5 of this bill prohibits a person from providing a sample of his or her breath for an ignition interlock device required to be installed in a vehicle of another person with the intent to enable the person who is required to install the device to start the vehicle. A person who provides such a sample of breath is guilty of a misdemeanor.


Section 8 of this bill requires the Committee on Testing for Intoxication to adopt certain regulations relating to the manufacturer of the ignition interlock device to: (1) prescribe the form and content of certain records; (2) prescribe certain standards and procedures related to the device; and (3) require certain discounts and waive certain costs for certain persons.




2017 Senate Bill 259

Unsolicited Fiscal Note

Department of Public Safety


FISCAL NOTES
TW 08/17/2016



Account: [Name]
Logout

Fiscal Notes Home
Fiscal Notes Legend

EXECUTIVE AGENCY FISCAL NOTE
 Unsolicited Fiscal Note 11871 for SB259
(BDR 43 - 606)

Category	Items of Revenue or Expense, or Both	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Effect on Future Biennia
Expense	Personnel	0	1568134	1422774	845548
Expense	Other	0	79781	145830	91700
Total		0	1647915	1437604	937248

A maximum of 2,000 characters is allowed in this text box. You have 199 characters remaining for the explanation.

Senate Bill 259 Second Reprint revises provisions relating to driving under the influence of alcohol or a controlled substance. This bill mandates reporting of incidents only and contains no enforcement functions whatsoever. Currently, the Department of Public Safety (DPS) has no administrative oversight over interlocking devices. Section 7 proposes new language to include the Director of DPS to provide the court reports if certain incidents involving the interlocking devices occur. Section 8 requires the Committee on Testing for Intoxication to adopt certain regulations relating to the manufacturer of

Has Impact: ☐ James DiBello ASO IN

Uploaded Files	Size	Last Updated	Delete
SB 259 R2 NEBS 130.pdf	9KB	Jan-01-2017 10:24	X
SB 259 R2 NEBS E360.pdf	7KB	Jan-01-2017 10:34	X

GOVERNOR'S OFFICE OF FINANCE'S COMMENTS

Comments are not allowed on Unsolicited Fiscal Notes.

For additional materials:

Signature: _____ Title: _____

Note: Senate Bill 259 Second Reprint revises provisions relating to driving under the influence of alcohol or a controlled substance. This bill mandates reporting of incidents only and contains no enforcement functions whatsoever. Currently, the Department of Public Safety (DPS) has no administrative oversight over interlocking devices. Section 7 proposes new language to include the Director of DPS to provide the court reports if certain incidents involving the interlocking devices occur. Section 8 requires the Committee on Testing for Intoxication to adopt certain regulations relating to the manufacturer of ignition interlocking devices. This bill requires DPS to add a new administrative section to implement a new reporting program for interlocking devices, but does not address enforcement actions. The manufacturer of the device or its agent will have to provide the information to DPS when the incidents occur. DPS will be required to report the incidents to the appropriate court of jurisdiction. Therefore, staffing levels are calculated based on a Monday through Friday workweek. When preparing this fiscal note, DPS utilized several items from the fiscal note that was submitted by the Department of Motor Vehicles when the BDR was first introduced. This fiscal note is based on a manual process but may develop into a more automated work flow which would require additional IT resources.

DPS - HIGHWAY SAFETY PLAN & ADMIN

**STATE OF NEVADA
DPS-TRAFFIC SAFETY**

**Budget Account 4688 - DPS - HIGHWAY SAFETY PLAN & ADMIN
Work Program C44636
Fiscal Year 2019**

Submitted August 28, 2018

Budget Account's Primary Purpose, Function and Statutory Authority

The Department of Public Safety, Office of Traffic Safety obtains and administers funds from the US Department of Transportation and sub-grants to state and local government entities and non-profit agencies. The mission of the office is to influence the driving behavior of Nevada's citizens through educational programs and the enforcement of traffic laws. The funding is also used to purchase limited equipment for emergency medical response and conduct first responder training. Statutory Authority: NRS 223.200.

Purpose of Work Program

This work program requests a transfer from the Highway Fund Contingency Account to fund the salary and operation costs for a new Program Officer II position to meet the new statutory requirements mandated by Senate Bill (SB) 259.

Justification

New statutory requirements, per SB 259 from the 2017 Nevada Legislature, have instituted ignition interlock installation requirements for Driving Under the Influence (DUI) offenders as a condition of retaining their driver's license following a DUI arrest, and as a condition of any court order requiring extension of the Ignition Interlock. Senate Bill 259 has placed certain administrative requirements on the Department of Public Safety (DPS) to receive, review and transmit reports from Ignition Interlock providers to judicial courts statewide, and to support development, adoption and implementation of regulations and requirements related to Ignition Interlock vendors and devices. This law will take effect October 1, 2018 and this request is timed to establish a position to support its requirements. Nevada currently has an estimated 1,000 Ignition Interlock devices in use which have heretofore required little administrative oversight. In 2016 and 2017 there were 11,000 DUI arrests Nevada which will result in a tenfold increase in use of the device after SB 259 takes effect. Additionally, the DPS appoints, chairs, and supports the Committee on Testing for Intoxication, per NRS 484C.600, which has been tasked in the provisions of SB 259 with developing regulations and procedures to provide Ignition Interlock manufacturer and device oversight and compliance. Previously, the Committee met on an irregular basis only to perform device testing and device approvals. Senate Bill 259 was modified near the end of the 2017 legislative session, requiring DPS to submit a fiscal note on very short notice to indicate the need for administrative program support should the law be passed. With very little time and knowledge of the impact of the bill's requirements, DPS requested seven positions be added to their budget to support the implementation of reporting, vendor compliance, and provide oversight and development of regulations related to mandatory ignition interlock. Modifications in the language of SB 259 caused Nevada to be ineligible to receive federal funds to support the program. This request for one position is intended to meet the initial statutory requirements while further program needs are determined.

Expected Benefits to be Realized

Compliance with requirements of SB 259 and minimal administrative oversight of ignition interlock manufacturers.

Explanation of Projections and Documentation

Salary projections for a Program Officer II, grade 33 step seven (7) were utilized to calculate the salary costs. The operation costs for this position were calculated by utilizing the actual one (1) year operation expenses for an existing employee.

Additional supporting documentation includes DAWN Budget Status Reports, NPD19, NEBS210 budget proposal, file maintenance form, fund map, NRS 223.200 and SB 259.

New Positions: No

Summary of Alternatives and Why Current Proposal is Preferred

NEBS130

State of Nevada - Budget Division
Payroll/Position Detail
2017-2019 Biennium (FY18-19)
W50 INTERLOCKING DEVICE

6/1/17 10:27 AM

Section A: Position Detail
Budget Account: 4706 DPS - DIRECTOR'S OFFICE

Type	Description	PCN	Class	Gd Step	Add Gd	Ann Mo	St	End	Ret Cd	FTE Actual	FTE WP	FTE Y1	FTE Y2	M	2017-2018 Salary	2017-2018 Benefits	2018-2019 Salary	2018-2019 Benefits
E360 SAFE AND LIVABLE COMMUNITIES																		
01 GENERAL FUND																		
4	MANAGEMENT ANALYST 1	001000	07637	33-7	0	7	7-17	6-20	8	0.00	0.00	1.00	1.00	Y SUM	48,976	26,192	51,174	26,559
4	ADMIN ASSISTANT 3	001001	02211	27-5	0	10	7-17	6-20	8	0.00	0.00	1.00	1.00	Y SUM	34,800	21,288	35,886	21,621
4	ADMIN ASSISTANT 3	001002	02211	27-5	0	10	7-17	6-20	8	0.00	0.00	1.00	1.00	Y SUM	34,800	21,288	35,886	21,621
4	ADMIN ASSISTANT 3	001003	02211	27-5	0	10	10-17	6-20	8	0.00	0.00	1.00	1.00	Y SUM	26,133	16,064	35,886	21,621
4	ADMIN ASSISTANT 3	001004	02211	27-5	0	10	10-17	6-20	8	0.00	0.00	1.00	1.00	Y SUM	26,133	16,064	35,886	21,621
4	ADMIN ASSISTANT 3	001005	02211	27-5	0	10	10-17	6-20	8	0.00	0.00	1.00	1.00	Y SUM	26,133	16,064	35,886	21,621
4	ADMIN ASSISTANT 3	001006	02211	27-5	0	10	10-17	6-20	8	0.00	0.00	1.00	1.00	Y SUM	26,133	16,064	35,886	21,621
TOTAL FOR LINE ITEM POSITION GROUP 01										0.00	0.00	7.00	7.00		223,108	133,024	266,490	156,285
TOTAL FOR DECISION UNIT E360										0.00	0.00	7.00	7.00		223,108	133,024	266,490	156,285
TOTAL FOR BUDGET ACCOUNT 4706										0.00	0.00	7.00	7.00		223,108	133,024	266,490	156,285

DPS - DIRECTOR'S OFFICE
201-4706

ENHANCEMENT
E360 SAFE AND LIVABLE COMMUNITIES

	2015-2016 ACTUAL	2016-2017 WORK PROGRAM	2017-2018 INTERLOCKIN G DEVICE	2018-2019 INTERLOCKIN G DEVICE
EXPENDITURES:				
CATEGORY 01 PERSONNEL:				
5100 SALARIES	0	0	223,108	266,490
5200 WORKERS COMPENSATION	0	0	5,287	5,980
5300 RETIREMENT	0	0	62,469	74,617
5400 PERSONNEL ASSESSMENT	0	0	1,755	1,819
5500 GROUP INSURANCE	0	0	53,496	62,237
5700 PAYROLL ASSESSMENT	0	0	592	581
5750 RETIRED EMPLOYEES GROUP INSURANCE	0	0	5,935	6,795
5800 UNEMPLOYMENT COMPENSATION	0	0	258	387
5840 MEDICARE	0	0	3,234	3,868
TOTAL FOR CATEGORY 01:	0	0	356,134	422,774
CATEGORY 04 OPERATING EXPENSES:				
7020 OPERATING SUPPLIES	0	0	1,500	1,000
7041 PRINTING AND COPYING - A	0	0	4,800	4,800
7050 EMPLOYEE BOND INSURANCE	0	0	11	11
7054 AG TORT CLAIM ASSESSMENT	0	0	690	679
705A NON B&G - PROP. & CONT. INSURANCE	0	0	10	10
7110 NON-STATE OWNED OFFICE RENT	0	0	14,472	14,472
7255 B & G LEASE ASSESSMENT	0	0	189	221
7285 POSTAGE - STATE MAIL ROOM	0	0	15,143	15,143
7289 EITS PHONE LINE AND VOICEMAIL	0	0	723	873
7460 EQUIPMENT PURCHASES < \$1,000	0	0	3,600	0
7980 OPERATING LEASE PAYMENTS	0	0	3,036	3,036
TOTAL FOR CATEGORY 04:	0	0	44,174	40,245
CATEGORY 05 EQUIPMENT:				
8241 NEW FURNISHINGS <\$5,000 - A	0	0	16,352	0
TOTAL FOR CATEGORY 05:	0	0	16,352	0

DPS - DIRECTOR'S OFFICE
201-4706

	2015-2016 ACTUAL	2016-2017 WORK PROGRAM	2017-2018 INTERLOCKIN G DEVICE	2018-2019 INTERLOCKIN G DEVICE
CATEGORY 26 INFORMATION SERVICES:				
7020 OPERATING SUPPLIES	0	0	1,500	2,000
7533 EITS EMAIL SERVICE	0	0	918	1,223
7554 EITS INFRASTRUCTURE ASSESSMENT	0	0	1,371	1,481
7556 EITS SECURITY ASSESSMENT	0	0	661	901
7771 COMPUTER SOFTWARE <\$5,000 - A	0	0	3,535	0
8371 COMPUTER HARDWARE <\$5,000 - A	0	0	11,270	0
TOTAL FOR CATEGORY 26:	0	0	19,255	5,605
TOTAL EXPENDITURES:	0	0	435,915	468,624
TOTAL POSITIONS:	0.00	0.00	7.00	7.00

Current Request: Cost Breakout

NEBS210

State of Nevada - Budget Division
Line Item Detail & Summary
2017-2019 Biennium (FY18-19)

8/17/18 10:45 AM

Section A1: Line Item Detail by GL
Budget Account: 4688 DPS - HIGHWAY SAFETY PLAN & ADMIN

Item No	Description	Actual 2015-2016	Work Program 2016-2017	WO2 Year 1 2017-2018	WO2 Year 2 2018-2019
M501	MANDATES This request funds one Program Officer II position to manage the Ignition Interlock Oversight program as outlined in SB 250 of the 2017 Legislative Session. (See Attachment)				
REVENUE					
2507	HIGHWAY FUND AUTHORIZATION	0	0	0	72,636
	TOTAL REVENUES FOR DECISION UNIT M501	0	0	0	72,636
EXPENDITURE					
01	PERSONNEL SERVICES				
5100	SALARIES	0	0	0	41,928
5200	WORKERS COMPENSATION	0	0	0	994
5300	RETIREMENT	0	0	0	8,060
5400	PERSONNEL ASSESSMENT	0	0	0	252
5500	GROUP INSURANCE	0	0	0	6,293
5700	PAYROLL ASSESSMENT	0	0	0	56
5750	RETIRED EMPLOYEES GROUP INSURANCE	0	0	0	990
5800	UNEMPLOYMENT COMPENSATION	0	0	0	29
5840	MEDICARE	0	0	0	608
	TOTAL FOR CATEGORY 01	0	0	0	57,233
04	OPERATING				
7050	EMPLOYEE BOND INSURANCE	0	0	0	1
7054	AG TORT CLAIM ASSESSMENT	0	0	0	118
	TOTAL FOR CATEGORY 04	0	0	0	117
11	IGNITION INTERLOCK OVERSIGHT				
6100	PER DIEM OUT-OF-STATE Out of state travel costs for the Ignition Interlock Oversight Program Officer. (See Attachment)	0	0	0	5,048
6200	PER DIEM IN-STATE In state travel costs for the Ignition Interlock Oversight Program Officer.	0	0	0	1,335
7020	OPERATING SUPPLIES Consumable operating supplies such as pens, paper clips, staples, highlighters, file folders, etc.	0	0	0	600
7040	NON-STATE PRINTING SERVICES Proportionate share of copy machine per copy costs.	0	0	0	460
7290	PHONE, FAX, COMMUNICATION LINE Proportionate share of the monthly phone line and conference call charges.	0	0	0	30
7292	EITS 18-19 ELIM (OLD EITS VOICEMAIL) Monthly costs for EITS provided voice mail services.	0	0	0	32
7295	EITS 18-19 ELIM (OLD EITS STATE PHONE LINE) Monthly costs for EITS provided phone line.	0	0	0	121
7301	MEMBERSHIP DUES Membership dues to the Association of Ignition Interlock Program Administrators	0	0	0	75

Page 1 of 2

NEBS210

State of Nevada - Budget Division
Line Item Detail & Summary
2017-2019 Biennium (FY18-19)

8/17/18 10:45 AM

Item No	Description	Actual 2015-2016	Work Program 2016-2017	WO2 Year 1 2017-2018	WO2 Year 2 2018-2019
7302	REGISTRATION FEES Registration fees to attend conferences and trainings.	0	0	0	1,875
7533	EITS EMAIL SERVICE Monthly costs for EITS provided e-mail services	0	0	0	34
7771	COMPUTER SOFTWARE <\$5,000 - A Software for the desktop computer.	0	0	0	330
7980	OPERATING LEASE PAYMENTS Proportionate share of the monthly lease costs for the office copy machine.	0	0	0	120
8241	NEW FURNISHINGS <\$5,000 - A Office furniture.	0	0	0	3,872
8371	COMPUTER HARDWARE <\$5,000 - A Desktop computer.	0	0	0	1,355
	TOTAL FOR CATEGORY 11	0	0	0	15,027
26	INFORMATION SERVICES				
7554	EITS INFRASTRUCTURE ASSESSMENT EITS Infrastructure Assessment	0	0	0	155
7556	EITS SECURITY ASSESSMENT EITS Security Assessment	0	0	0	107
	TOTAL FOR CATEGORY 26	0	0	0	262
	TOTAL EXPENDITURES FOR DECISION UNIT M501	0	0	0	72,636
	TOTAL REVENUES FOR BUDGET ACCOUNT 4688	0	0	0	72,636
	TOTAL EXPENDITURES FOR BUDGET ACCOUNT 4688	0	0	0	72,636

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: September 5, 2018
To: Paul Nicks, Clerk of the Board
From: Bridgette Mackey-Garrison, Executive Branch Budget Officer
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink, likely belonging to Bridgette Mackey-Garrison.

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

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to Article 5, Section 21 of the Nevada Constitution, the Department requests settlement approval to fully resolve an inverse condemnation action currently on appeal to the Nevada Supreme Court.

Additional Information:

The Department was sued for inverse condemnation in 2017 for allegedly failing to fully compensate a property owner for a billboard interest when a parcel was acquired for the construction of the interchange along I-15 at Cactus Avenue in Las Vegas. Ultimately, the billboard was not relocated and the Landowners initiated the lawsuit seeking over \$1,000,000 in loss of income and interest, plus costs and attorneys' fees. The District Court sided with NDOT and the Landowner appealed. NDOT's proposed settlement at \$75,000 would forever resolve the issue and avoid the exposure of a possible adverse appellate decision and trial.

Statutory Authority:

BOE approval required pursuant to Article 5, Section 21

REVIEWED: _____
ACTION ITEM: _____

ADAM PAUL LAXALT
Attorney General



STATE OF NEVADA

J. BRIN GIBSON
First Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

KETAN D. BHIRUD
General Counsel

OFFICE OF THE ATTORNEY GENERAL
Transportation Division
1263 S. Stewart Street, Room 315
Carson City, Nevada 89712

September 4, 2018

Hand Delivered

RECEIVED

SEP - 4 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Budget and Planning Division
Board of Examiners
209 East Musser Street, Rm 200
Carson City, Nevada 89701

Re: Agenda Item for October 9, 2018 Meeting of the Board of Examiners
Proposed Settlements of Eminent Domain Action
FLP Holdings, LLC vs. State of Nevada, ex rel. Department of Transportation
NSC 76238; 8th JD Case No. A-17-758940-C

Enclosed is the Nevada Department of Transportation's submittal for the October 9, 2018 Board of Examiners board agenda. This proposed settlement memorandum has been signed by the Director of the Nevada Department of Transportation, Rudy Malfabon, and Chief Deputy Attorney General, Dennis Gallagher.

Should you have any questions regarding this information, please don't hesitate to call our office and speak to Dennis Gallagher at 775-888-7423.

Sincerely,

By

A handwritten signature in blue ink, appearing to read "Alice G. Coffman", written over a horizontal line.

Alice G. Coffman
Supervising Legal Secretary
Transportation Division
775-888-7412

/agc
Enclosure



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7420
Fax: (775) 888-7309

MEMORANDUM

DATE: August 31, 2018

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Adam Paul Laxalt
Secretary of State Barbara K. Cegavske

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Janet Merrill, Senior Deputy Attorney General

SUBJECT: Proposed Settlement of an Inverse Condemnation Action
FLP Holdings, LLC v. State of Nevada, ex rel. Department of Transportation
Nevada Supreme Court Case No. 76238
Eighth Judicial District Court Case No. A-17-758940-C

SUMMARY

The Nevada Department of Transportation ("NDOT") is requesting approval of a proposed settlement in the total amount of \$75,000 to resolve an inverse condemnation action currently on appeal to the Nevada Supreme Court. NDOT was sued for inverse condemnation in 2017 for allegedly failing to fully compensate a property owner for a billboard interest when a parcel was acquired for the construction of the interchange along I-15 at Cactus Avenue in Las Vegas. At the time NDOT acquired the property, it had been improved with a billboard. NDOT entered into a settlement with the Landowner which NDOT maintains fully compensated the Landowner for all their interests. The Landowner's position was that the settlement assumed that the billboard would be relocated to another location, and in the event that did not occur, NDOT would still owe additional money for the associated loss of income stream. Ultimately, the billboard was not relocated and the Landowners initiated the lawsuit seeking over \$1,000,000 in loss of income and interest, plus costs and attorneys' fees. The District Court sided with NDOT and the Landowner appealed. NDOT's proposed settlement at \$75,000 would forever resolve the issue and avoid the exposure of a possible adverse appellate decision and trial.

POINTS THAT FAVOR SETTLEMENT

While NDOT prevailed at the district court level in its argument that there was nothing left unpaid from the initial settlement, it did so based upon a motion for summary judgment, meaning that the Court found there were no issues for a jury to consider. These are the types of rulings that are often reversed upon appeal. If the case were to be reversed and a jury were allowed to consider the matter, given some of

Board of Examiners

Proposed Settlement

FLP Holdings, LLC v. State of Nevada, ex rel. Department of Transportation

August 31, 2018

Page 2

the correspondence between the parties, a jury might reasonably side with the Landowners. Although NDOT believes that the district court reached the correct result, given the amount of exposure if reversed, the proposed settlement is deemed reasonable.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the appeal for a total amount of \$75,000, resolving the action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest.

FISCAL NOTE STATEMENT

NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 9/10/18
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Administration Enterprise Information Technology Services 100 North Stewart Street, Suite 100 Carson City, Nevada 89701 Michele Lynn 775.684.4707 Fax: 775.684.9097 mlynn@admin.nv.gov				
Remarks:	This is a renewal for an existing location.				
Exceptions/Special notes:					
2. Name of Lessor:	Inn Marin Associates, LLC				
3. Address of Lessor:	448 Ignacia Boulevard, Suite 318 Novato, California 94949				
4. Property contact:	c/o Evans Management Company NAI Alliance Carson City 1000 North Division Street, Suite 202 Carson City, Nevada 89703 Cheryl Evans 775.546.2890 Fax: 775.434.2998 cevans@naialliance.com				
5. Address of Lease property:	333 West Nye Lane Carson City, Nevada 89706				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 7,173				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$ 10,759.50	12	\$ 129,114.00	November 1, 2018 - October 31, 2019	\$1.50
c. Total Lease Consideration:		12	\$ 129,114.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 90 Renewal terms: One Identical Term				
e. Holdover notice:	# of Days required 30 Holdover terms: 5%/90				
f. Term:	One (1) Year				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$1.68 - \$2.03 - Carson City Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	1365/1405				
6. Purpose of the lease:	To house EITS				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Expenses:	Moving: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00				

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET


Authorized Agency Signature

9/5/18
Date

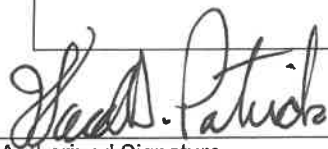
For Public Works Information:

8. State of Nevada Business License Information:

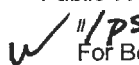
a. Nevada Business ID Number:	NV20131405858	Exp:	7/31/2019	35
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	T32003817			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO


Authorized Signature
Public Works Division

9/6/18
Date

 For Board of Examiners ☒ YES ☐ NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 8/29/18
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Business and Industry Financial Institutions Division 1830 College Parkway, Suite 100 Carson City, Nevada 89706 George Burns 702.486.4120 fax: 702.486.4563 gburns@fid.state.nv.us				
Remarks:	Leasing Services negotiated this lease for an additional three (3) years. To include minor Tenant Improvements.				
Exceptions/Special notes:					
2. Name of Lessor:	Reno Noteholders, LLC				
3. Address of Lessor:	300 Montgomery Street, Suite 800 San Francisco, California 94104				
4. Property contact:	Nevada Commercial Services, Inc. 5455 Kietzke Lane Reno, Nevada 89511 Jennifer Vogt 775.851.3666 Fax: 775.851.3667 jvogt@ncsreno.com				
5. Address of Lease property:	1755 East Plumb Lane, Suite 243 Reno, Nevada 89502				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,786				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ 2,446.64	/ 12	\$29,359.68	November 1, 2018 - October 31, 2019	\$1.37
3%	\$ 2,520.04	/ 12	\$30,240.48	November 1, 2019 - October 31, 2020	\$1.41
3%	\$ 2,595.64	/ 12	\$31,147.68	November 1, 2020 - October 31, 2021	\$1.45
c. Total Lease Consideration:	36		\$90,747.84		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One identical term
e. Holdover notice:	# of Days required		30	Holdover terms:	5% / 90
f. Term:	Three (3) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.05 - \$2.60 - Las Vegas / Henderson Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3835, 3882				
6. Purpose of the lease:	To house the Division of Financial Institutions				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

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AUG 22 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

 8/15/18
Authorized Agency Signature Date

For Public Works Information:


8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20101832509	Exp:	11/30/2018	6
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T29036884			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 8/21/18
Authorized Signature Date
Public Works Division

bm/ll
 For Board of Examiners ☒ YES ☐ NO

8/29/18

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 8/29/18
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 Business and Industry Division of Industrial Relations 1830 College Parkway, Suite 100 Carson City, Nevada 89706 Ray Fierro (775) 684-9116 Fax (775) 688-1664 email: rfierro@business.nv.gov				
Remarks:	Leasing Services negotiated this lease renewal at the same terms as the existing lease.				
Exceptions/Special notes:					
2. Name of Lessor:	Kietzke Office Complex, LLC				
3. Address of Lessor:	4600 Kietzke Lane, Suite G-170 Reno, Nevada 89502				
4. Property contact:	Lorrie Desiderio (775) 825-5311 Fax (775) 825-5396 email: lorrie@desprop.net				
5. Address of Lease property:	4600 Kietzke Lane, Suites E-141, E-143, E-144, E-147, F-151, and F-153 Reno, Nevada 89502				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 12,055				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$ 16,756.45	12	\$201,077.40	November 1, 2018 - October 31, 2019	\$1.39
0%	\$ 16,756.45	12	\$201,077.40	November 1, 2019 - October 31, 2020	\$1.39
c. Total Lease Consideration:		24	\$402,154.80		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One (1) identical term
e. Holdover notice:	# of Days required		30	Holdover terms:	5% / 90
f. Term:	Two (2) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.01 - \$2.10 - Reno Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4680, 4682, 4685				
6. Purpose of the lease:	To house the Department of Business and Industry, Division of Industrial Relations				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

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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 [Signature] Date 14 AUG 18 8/16/19

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20071118750	Exp:	8/31/2018	50
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractor's Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	T27020158			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized Signature [Signature] Date 8/21/18
Public Works Division

PS For Board of Examiners ☒ YES ☐ NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	DB 9/10/18
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION FIRST AMENDMENT

1. Agency:	Department of Employment, Training and Rehabilitation Rehabilitation Division 500 East Third Street Carson City, Nevada 89701 Brandon Taylor 775.684.3901 Fax: 775.684.3908 bataylor@nvdetr.org				
Remarks:	This lease was renegotiated to add 1,774 square feet to accommodate additional staff and to extend the term of the lease an additional seven years.				
Exceptions/Special notes:	This lease includes extensive tenant improvements to existing space and additional space.				
2. Name of Lessor:	Omninet Westbay, LP				
3. Address of Lessor:	9420 Wilshire Boulevard, Suite 400 Beverly Hills, California 90212				
4. Property contact:	Omninet Property Management Afatia Teofilo, Property Manager 702.778.7815 Fax: 702.788.7815 afatiat@omninet.com				
5. Address of Lease property:	3016 West Charleston Boulevard, Suites 200, 210 and 215 Las Vegas, Nevada 89102				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 21,335				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$ 40,963.20	1	\$40,963.20	January 1, 2019 - January 31, 2019	\$1.92
0%	\$ 40,963.20	12	\$491,558.40	February 1, 2019 - January 31, 2020	\$1.92
2%	\$ 41,816.60	12	\$501,799.20	February 1, 2020 - January 31, 2021	\$1.96
2%	\$ 42,670.00	12	\$512,040.00	February 1, 2021 - January 31, 2022	\$2.00
2%	\$ 43,523.40	12	\$522,280.80	February 1, 2022 - January 31, 2023	\$2.04
2%	\$ 44,376.80	12	\$532,521.60	February 1, 2023 - January 31, 2024	\$2.08
2%	\$ 45,230.20	12	\$542,762.40	February 1, 2024 - January 31, 2025	\$2.12
2%	\$ 46,296.95	12	\$555,563.40	February 1, 2025 - January 31, 2026	\$2.17
c. Total Lease Consideration:	85		\$3,699,489.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One Identical Term
e. Holdover notice:	# of Days required		30	Holdover terms:	10%/90
f. Term:	Seven (7) Years, Two (2) Months				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.05 - \$2.60 - Las Vegas / Henderson Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3265, 3254, 3253, 3268				
6. Purpose of the lease:	To house the Rehabilitation Division				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input checked="" type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses: \$0.00	Furnishings: \$TBD		Data/Phones: \$TBD		

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SEP - 7 2018


GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

 9-6-18
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20111674224</u>	Exp:	<u>9/30/2018</u>	76
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	<u>T32001530</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized Signature _____ Date _____
Public Works Division

For Board of Examiners ☒ YES ☐ NO

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Authorized Agency Signature

Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20111574224	Exp:	9/30/2018	76
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	T32001530			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO



Authorized Signature
Public Works Division

9/4/18

Date

//
For Board of Examiners ☒ YES ☐ NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: ARF	9.13.18
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Public and Behavioral Health, Rural Clinics 4150 Technology Way, Third Floor Carson City, Nevada 89706 Debbie Ohl (775) 684-5915 fax: (775) 684-4211 dlohl@health.nv.gov				
Remarks:	Leasing Services negotiated this renewal in accordance with current terms to include one carpet cleaning annually.				
Exceptions/Special notes:					
2. Name of Lessor:	Synergy NV, LLC				
3. Address of Lessor:	PO Box 2410 Minden, Nevada 89423				
4. Property contact:	Sierra Nevada Realty Group Inc. PO Box 2410 1650 Highway 395, Suite 202b Minden, Nevada 89423 Cole Smith (775) 690-2916 fax: (775) 782-5100 csmith@e-snrg.com				
5. Address of Lease property:	1000 C Street Hawthorne, Nevada 89415				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 2,081				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ 2,122.62	12	\$25,471.44	November 1, 2018 - October 31, 2019	\$1.02
3%	\$ 2,185.05	12	\$26,220.60	November 1, 2019 - October 31, 2020	\$1.05
3%	\$ 2,247.48	12	\$26,969.76	November 1, 2020 - October 31, 2021	\$1.08
3%	\$ 2,309.91	12	\$27,718.92	November 1, 2021 - October 31, 2022	\$1.11
3%	\$ 2,372.34	12	\$28,468.08	November 1, 2022 - October 31, 2023	\$1.14
c. Total Lease Consideration:		60	\$134,848.80		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One identical term
e. Holdover notice:	# of Days required		30	Holdover terms:	5% / 90
f. Term:	Five (5) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		5		
h. Utilities:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant		<input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input checked="" type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)		
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		
k. Comparable Market Rate:	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, Rural Clinics				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Expenses:	Moving: \$0.00	Furnishings: \$0.00	Data/Phones: \$0.00		

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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
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IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Authorized Agency Signature Wey Date 9-6-18

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number:	<u>NV20131525757</u>	Exp:	<u>9/30/2018</u>						
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC	<input checked="" type="checkbox"/>	INC	<input type="checkbox"/>	CORP	<input type="checkbox"/>	LP	<input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:		<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO				
	*If yes, please explain in exceptions section									
d.	Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO				
	*If no, please explain in exceptions section									
e.	Does the Contractor have a current Nevada State Business License (SBL)?		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO				
	*If no, please explain in exceptions section									
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO				
g.	State of Nevada Vendor number:	<u>T27033757</u>								

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a.	I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b.	I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


 Authorized Signature

2/8/18
 Date

Authorized Signature
Public Works Division

Date _____

PS
AM For Board of Examiners ☒ YES ☐ NO

AP
9/11/18

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

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SEP - 7 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION


1. Agency:	Department of Public Safety Office of Cyber Defense Coordination ✓ 555 Wright Way Carson City, Nevada 89711 Melissa Carr (775) 684-4593 Fax: (775) 684-4809 mcarr@dps.state.nv.us				
Remarks:	Leasing Services negotiated this full service lease to house OCDC, a newly created division				
Exceptions/Special notes:	Lessor to paint and professionally steam clean carpet throughout suite. Lessor to mount Tenant provided TV mount.				
2. Name of Lessor:	Kohr-Tallman Living Trust ✓				
3. Address of Lessor:	3545 Mont Blanc Court ✓ Carson City, Nevada 89705 ✓				
4. Property contact:	c/o NAI Alliance, Carson City ✓ 1000 Division Street, Suite 202 ✓ Carson City, Nevada 89701 ✓ Cheryl Evans (775) 546-2890 Fax: (775) 434-2998 email: cevans@naialliance.com				
5. Address of Lease property:	727 Fairview Drive, Suite F ✓ Carson City, Nevada 89701 ✓				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,500 ✓				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$ 2,250.00 ✓	12	\$27,000.00	October 1, 2018 - September 30, 2019	\$1.50
3%	\$ 2,325.00 ✓	12	\$27,900.00	October 1, 2019 - September 30, 2020	\$1.55
c. Total Lease Consideration:		24	\$54,900.00		
Option to Renew	3%	\$ 2,385.00 ✓	12	\$28,620.00	October 1, 2020 - September 30, 2021 ✓ \$1.59
	3%	\$ 2,460.00 ✓	12	\$29,520.00	October 1, 2021 - September 30, 2022 ✓ \$1.64
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 90 Renewal terms: Pre-negotiated terms				
e. Holdover notice:	# of Days required 30 Holdover terms: 5% / 90				
f. Term:	Two (2) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.01 - \$2.10 - Reno Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4704				
6. Purpose of the lease:	To house the Office of Cyber Defense Coordination				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input checked="" type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00				
Furnishings:	\$6,000.00				
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

 8-20-18
Authorized Agency Signature Date

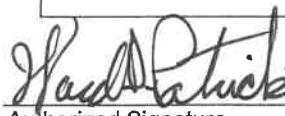
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20161718621	Exp:	12/31/2018	4
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	T32003817			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

 9/5/18
Authorized Signature Date
Public Works Division

 PS
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 8/20/18
Reviewed by:	

**REAL PROPERTY (FOR BOARDS AND COMMISSIONS)
OR STORAGE LEASE INFORMATION**

1. Agency (Lessee):	Nevada State Board of Pharmacy				
Purpose:	New lease agreement				
	The Lease agreement is for a 10-year lease with a 3% increase in rent each year.				
Exceptions/Special Lease Terms:	11/1/24 - 10/31/25 -Yearly rent of \$166,614.48-Cost/sq ft. \$2.28. 11/1/25-10/31/26-Yearly rent of \$171,612.84-Cost/sq ft. \$2.35. 11/1/26-10/31/27-Yearly rent of \$176,761.20-Cost/sq ft. \$2.42. 11/1/27 -10/31/28 -Yearly rent of \$182,064.12-Cost/sq ft. \$2.49				
2. Name of Landlord (Lessor):	Ryder-Duda Ventures, LLC.				
3. Address of Landlord:	985 Damonte Ranch Pkwy, Suite 140 Reno, Nevada, 89521				
4. Property Contact:	Steve Thomsen 775-823-3788 steve@ryderhomes.com				
5. Address of Lease Property:	985 Damonte Ranch Pkwy, Suite 206 Reno, Nevada, 89521				
a. Square Footage or Unit Description:	6088 sq ft				
b. Cost:	Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Cost/Square Foot
Increase %	\$11,628.08	12	\$139,536.96	11/1/18-10/31/19	\$1.91
	\$11,976.92	12	\$143,723.04	11/1/19-10/31/20	\$1.97
	\$12,336.23	12	\$148,034.76	11/1/20-10/31/21	\$2.03
	\$12,706.32	12	\$152,475.84	11/1/21-10/31/22	\$2.09
	\$13,087.51	12	\$161,761.56	11/1/22-10/31/23	\$2.15
c. Total Lease Consideration:	\$13,480.13	12	\$161,761.56	11/1/23-10/31/24	\$2.21
d. Option to Renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Renewal Terms: One 5 year term with written notice and BOE a				
e. Holdover Notice:	# of Days Required Holdover Terms: After expiration, the Lease shall become a				
f. Term:	month to month lease in the amount equal to 110% of the rent payable for the last month during the term				
g. Pass-thrus/CAM/Taxes:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$1.75/sq ft. The landlord is amortizing \$0.16/sq ft into our rate for tenant improvements.				
l. Specific termination clause in lease:	Breach/Default/Lack of Funding				
m. Lease will be paid for by Agency Budget Account Number or BOC Number:	BDC B022- Nevada State Board of Pharmacy				
6. BOE Threshold:	N/A				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input checked="" type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only				
a. Estimated Moving Expenses: \$	40,000	Furnishings: \$		Data/Phones: \$	

PROPERTY OR STORAGE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE AND STORAGE SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET


Authorized Agency Signature

5/21/18
Date

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20091454220	Exp:	10/31/2018
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC. <input type="checkbox"/> CORP. <input type="checkbox"/> LP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If no, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If no, please explain in exceptions section			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
g. State of Nevada Vendor number:	_____		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Please Note: Dates for lease commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

9/15/18

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Nevada State Board of Massage Therapy 1755 East Plumb Lane, Suite 252 Reno, Nevada 89502 Sandy Anderson (775) 687-9951 fax: (775) 786-4264 sjanderson@lmt.nv.gov				
Remarks:	Leasing Services negotiated this relocation to allow for public access to the Board's offices and better address the needs of the licensees in Southern Nevada.				
Exceptions/Special notes:					
2. Name of Lessor:	SDE LLC				
3. Address of Lessor:	535 South Parish Place Burbank, California 91506				
4. Property contact:	Commercial Investment Real Estate Services 2860 East Flamingo Road, Suite B Las Vegas, Nevada 89121 Joe Velarde (702) 454-7788 fax: (702) 454-4668 joe@cliv.com cell: (702) 592-4111				
5. Address of Lease property:	1621 East Flamingo Road, Suite 16A Las Vegas, Nevada 89119				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,295				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ -	2	\$0.00	November 1, 2018 - December 31, 2018	\$0.00
	\$ 1,357.05	12	\$16,284.60	January 1, 2019 - December 31, 2019	\$1.05
0%	\$ 1,357.05	12	\$16,284.60	January 1, 2020 - December 31, 2020	\$1.05
5%	\$ 1,421.80	12	\$17,061.60	January 1, 2021 - December 31, 2021	\$1.10
0%	\$ 1,421.80	12	\$17,061.60	January 1, 2022 - December 31, 2022	\$1.10
0%	\$ 1,421.80	12	\$17,061.60	January 1, 2023 - December 31, 2023	\$1.10
Electrical Reimbursement	\$ 259.00	62	\$16,058.00	November 1, 2018 - December 31, 2023	
c. Total Lease Consideration:		62	\$99,812.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	90	Renewal terms:	One (1) identical term	
e. Holdover notice:	# of Days required	30	Holdover terms:	5% / 90	
f. Term:	Five (5) years, Two (2) months				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)			
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant	Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
k. Comparable Market Rate:	\$2.01 - \$2.10 - Reno Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	B036				
6. Purpose of the lease:	To house the Board of Massage Therapy				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input checked="" type="checkbox"/> A relocation (requires a remark) <input checked="" type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				

a. Estimated Moving Expenses: \$686.00

Furnishings: \$0.00

Data/Phones: \$9,125.00

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SEP 17 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION
Page 1 of 2

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SEP 11 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET


Authorized Agency Signature

9/6/2018
Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121102835</u>	Exp:	<u>2/28/2019</u>	6
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/>	LP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
g. State of Nevada Vendor number:	<u>N/A - BOARD</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


Authorized Signature
Public Works Division

2/8/18
Date

 For Board of Examiners ☒ YES ☐ NO

LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF ADMINISTRATION		INN MARIN ASSOCIATES, LLC	\$129,114
		This is an extension of an existing lease.		
		Term of Lease:	11/01/2018 – 10/31/2019	Located in Carson City
2.	DEPARTMENT OF BUSINESS AND INDUSTRY – FINANCIAL INSTITUTIONS DIVISION		RENO NOTEHOLDERS, LLC	\$90,748
		This is an extension of an existing lease.		
		Term of Lease:	11/01/2018 – 10/31/2021	Located in Reno
3.	DEPARTMENT OF BUSINESS AND INDUSTRY – DIVISION OF INDUSTRIAL RELATIONS		KIETZKE OFFICE COMPLEX, LLC	\$402,155
		This is an extension of an existing lease.		
		Term of Lease:	11/01/2018 – 10/31/2020	Located in Reno
4.	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION		OMNINET WESTBAT, LP	\$3,699,489
		This lease was renegotiated to add square footage to accommodate additional staff and to extend the term.		
		Term of Lease:	01/01/2019 – 01/31/2026	Located in Las Vegas
5.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS		SYNERGY NV, LLC	\$134,849
		This is an extension of an existing lease.		
		Term of Lease:	11/01/2018 – 10/31/2028	Located in Hawthorne
6.	DEPARTMENT OF PUBLIC SAFETY – OFFICE OF CYBER DEFENSE COORDINATION		KOHR-TALLMAN LIVING TRUST	\$113,040
		This is a new lease to accommodate the newly created Office of Cyber Defense Coordination.		
		Term of Lease:	11/01/2018 – 10/31/2028	Located in Reno

LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
7.	NEVADA STATE BOARD OF PHARMACY		RYDER-DUDA VENTURES, LLC	\$1,604,347
	This is a new 10 year lease with a 3% increase each year.			
		Term of Lease: 11/01/2018 – 10/31/2028	Located in Reno	
8.	NEVADA STATE BOARD OF MASSAGE THERAPY		SDE, LLC	\$99,812
	This is a relocation lease to allow for public access to the Board's offices and to better address the needs of the licensees in southern Nevada.			
		Term of Lease: 11/01/2018 – 12/31/2023	Located in Las Vegas	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **16656**Amendment
Number: **2**Agency Name: **ATTORNEY GENERAL'S OFFICE**Legal Entity
Name: **LEGAL WINGS, INC.**Agency Code: **030**Contractor Name: **LEGAL WINGS, INC.**Appropriation Unit: **1030-04**Address: **1118 FREMONT ST**Is budget authority
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89101-5406**

If "No" please explain: Not Applicable

Contact/Phone: **702/384-0305**Vendor No.: **T80945612**NV Business ID: **NV19841012894**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.

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 **07/01/2015**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **06/30/2019**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Messenger Services**

5. Purpose of contract:

This is the second amendment to the original contract which provides messenger and filing services of legal documents in various courts. This amendment increases the maximum amount from \$45,000 to \$65,000 due to the increase in need for this service.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
a. Amendment 1:	\$25,000.00	\$25,000.00	\$45,000.00	Yes - Info
2. Amount of current amendment (#2):	\$20,000.00	\$20,000.00	\$65,000.00	Yes - Action
3. New maximum contract amount:	\$65,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Legal Wings, Inc will provide messenger services for legal documents to be delivered to courts and law offices.

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

State employees can not perform 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):

b. Solicitation Waiver: **Not Applicable**

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

Legal Wings was the only vendor that submitted their proposal for this area.

d. Last bid date: 04/01/2015 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:

Legal Wings, Inc has been contract with the OAG since 2011 and has performed satisfactorily.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	cschonl1	08/28/2018 10:58:54 AM
Division Approval	cschonl1	08/28/2018 10:58:56 AM
Department Approval	cschonl1	08/28/2018 10:58:58 AM
Contract Manager Approval	cschonl1	08/28/2018 10:59:00 AM
Budget Analyst Approval	hfield	09/04/2018 13:23:16 PM
BOE Agenda Approval	hfield	09/04/2018 13:23:19 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21009**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MSB ENERGY ASSOCIATES INC**Contractor Name: **MSB ENERGY ASSOCIATES INC**Address: **6907 UNIVERSITY AVE # 162**City/State/Zip: **MIDDLETON, WI 53562-2767**Contact/Phone: **608/219-0698**Vendor No.: **T27007225**NV Business ID: **NV20101475151**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % REGULATORY ASSESSMENTS
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide expert witness related to utility company resource acquisition plans and cost recovery including, utility integrated resource plans, energy supply plans and related matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$375,000.00**

Payment for services will be made at the rate of \$175.00 per hour maximum

Other basis for payment: Invoices must be itemized by description of work performed by dates of services provided and approved by the Bureau of Consumer Protection.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes require representation for consumers' interests in matters before the Public Utilities Commission and any legislature, board, or commission with jurisdiction over Nevada regulated utilities.

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

Specialized expertise is required by our office to adequately protect the public interests.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

This vendor was chosen for their specialized expertise, availability and reasonable rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Since 2004 this contractor has provided services to the Bureau of Consumer Protection of the Office of the Attorney General. All previous services have been completed satisfactorily.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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:

Paul E. Stuhff, Sr Deputy Attorney General Ph: 702-486-3490

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	08/28/2018 15:22:10 PM
Division Approval	hrobinso	08/28/2018 15:26:43 PM
Department Approval	hrobinso	09/04/2018 10:23:21 AM
Contract Manager Approval	hrobinso	09/04/2018 10:23:39 AM
Budget Analyst Approval	hfield	09/04/2018 12:44:40 PM
BOE Agenda Approval	hfield	09/04/2018 12:44:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20979**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1042-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **COUNTY OF wahoe DBA WASHOE COUNTY SHERIFFS OFFICE**Contractor Name: **COUNTY OF wahoe DBA WASHOE COUNTY SHERIFFS OFFICE**Address: **WASHOE COUNTY SHERIFFS OFFICE
911 PARR BLVD**City/State/Zip: **RENO, NV 89512-1000**Contact/Phone: **775) 328-296**Vendor No.: **T40283400R**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? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **Yes**

If "Yes", please explain

The Washoe County Sheriff's Office needed 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

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **VINE Systems**

5. Purpose of contract:

This is a new revenue interlocal contract to provide for the Victim Information and Notification System. The entities that utilize 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: **\$100,000.00**

Payment for services will be made at the rate of \$25,000.00 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. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Debbie Tanaka, MAIV Ph: 775-684-1110

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	08/20/2018 12:22:14 PM
Division Approval	cschonl1	08/20/2018 12:22:16 PM
Department Approval	cschonl1	08/20/2018 12:22:17 PM
Contract Manager Approval	cschonl1	08/20/2018 12:22:20 PM
Budget Analyst Approval	hfield	09/04/2018 09:48:06 AM
BOE Agenda Approval	hfield	09/04/2018 09:48:09 AM
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: August 20, 2018

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

From: Lesley Volkov, Management Analyst II

Subject: Retroactive Approval for contract #20979 Washoe County Sheriff's Office

The Washoe County Sheriff's Office needed 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: **17383** Amendment Number: **1**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **MARQUIS AURBACH COFFING P.C.**

Agency Code: **030** Contractor Name: **MARQUIS AURBACH COFFING P.C.**

Appropriation Unit: **1348-15** Address: **10001 PARK RUN DR**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89145-8857**

If "No" please explain: Not Applicable Contact/Phone: **702/382-0711**

Vendor No.: **T81035998**

NV Business ID: **nv19721001853**

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 % TORT CLAIM FUND

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/05/2016**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2019**Contract term: **3 years and 361 days**4. Type of contract: **Contract**Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is the first amendment to the original contract which provides outside special counsel for the defense of legal proceedings filed against the Department of Corrections, where a conflict of interest has arisen in the representation of the defendants. This amendment increases the maximum amount from \$45,000 to \$70,500 due to an unexpected increase in the need for services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
2. Amount of current amendment (#1):	\$25,500.00	\$25,500.00	\$70,500.00	Yes - Action
3. New maximum contract amount:	\$70,500.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.

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

Because of heavy workload on other important matters and specialized subject matter expertise required

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	cschonl1	09/10/2018 14:42:18 PM
Division Approval	cschonl1	09/10/2018 14:42:20 PM
Department Approval	cschonl1	09/10/2018 14:42:22 PM
Contract Manager Approval	cschonl1	09/13/2018 10:45:55 AM
Budget Analyst Approval	hfield	09/13/2018 12:25:49 PM
BOE Agenda Approval	hfield	09/13/2018 12:25:53 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21019**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JOE BENIGNO'S TREE SERVICE, INC.**Contractor Name: **JOE BENIGNO'S TREE SERVICE, INC.**Address: **1460 Industrial Way**City/State/Zip: **Gardnerville , NV 89410**Contact/Phone: **775-265-9665**Vendor No.: **T27008575**NV Business ID: **NV20081585740**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 % BUILDING AND GROUNDS BUILDING RENTAL INCOME REVENUE

Agency Reference #: **ASD 2830357**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2022**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Arborist**

5. Purpose of contract:

This is a new contract to provide ongoing arborist, tree removals, trimming, landscaping and planting as requested and approved by Buildings and Grounds Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$0.00 per Hour

Other basis for payment: Consulting Arborist \$125/hour; Holiday, weekends or after 6 p.m. will be billed at 1-1/2 times per hour: Please see contract for full rate sheet.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Buildings and Grounds Section maintains all State buildings, grounds, and properties not otherwise provided for by law.

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

This is outside the Buildings and Grounds expertise as most of this requires heavy-duty equipment that B&G does not own.

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):

Stay Green Tree
Healthy Trees

b. Solicitation Waiver: **Not Applicable**

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

This is one of several vendors and each vendor will be contacted to submit bids for projects.

d. Last bid date: 08/17/2018 Anticipated re-bid date: 08/17/2022

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	ssands	09/06/2018 13:49:22 PM
Division Approval	ssands	09/06/2018 13:49:25 PM
Department Approval	ssands	09/06/2018 13:49:28 PM
Contract Manager Approval	ssands	09/06/2018 14:42:12 PM
Budget Analyst Approval	mmoren1	09/11/2018 11:23:59 AM
BOE Agenda Approval	hfield	09/13/2018 09:46:54 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20962**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	SUMMERSCAPE, LLC
Agency Code:	082	Contractor Name:	SUMMERSCAPE, LLC
Appropriation Unit:	1349-12	Address:	5295 Coggins Road
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89506
If "No" please explain:	Not Applicable	Contact/Phone:	775-677-7791
		Vendor No.:	T27035168
		NV Business ID:	NV20131118550
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 % Buildings and Grounds Building Rent Income Revenue

Agency Reference #: ASD 2830218

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Snow Removal**

5. Purpose of contract:

This is a new contract to provide snow removal, labor and materials to state owned building in northern Nevada as requested by the Buildings and Grounds Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Snow removal is a safety issue for the general public and state employees.

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

B&G does not have enough personnel to perform the task.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Joe Benigno Trees
Coons Construction
Summerscape LLC**

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 08/01/2018 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:

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	09/11/2018 08:54:17 AM
Division Approval	ssands	09/11/2018 08:54:19 AM
Department Approval	ssands	09/11/2018 08:54:21 AM
Contract Manager Approval	ssands	09/11/2018 08:54:25 AM
Budget Analyst Approval	mmoren1	09/11/2018 15:11:36 PM
BOE Agenda Approval	hfield	09/12/2018 15:20:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20144**Amendment
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Legal Entity
Name: **CORE CONSTRUCTION SERVICES OF
NEVADA, INC.**Agency Code: **082**Contractor Name: **CORE CONSTRUCTION SERVICES OF
NEVADA, INC.**Appropriation Unit: **1510-67**Address: **5422 LONGLEY LANE, SUITE B**Is budget authority
available?: **Yes**City/State/Zip **RENO, NV 89511**

If "No" please explain: Not Applicable

Contact/Phone: **775-345-3316**Vendor No.: **T81092744**NV Business ID: **NV19861002524**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	49.00 %
Highway Funds	0.00 %	X Other funding	51.00 % Nevada System of Higher Education Funds

Agency Reference #: **111930**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/10/2018**
Examiner's approval?Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2022**
Termination Date:Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **OWNER-CMAR**

5. Purpose of contract:

This is the first amendment to the original Owner Construction Manager at Risk Agreement which provides services for the University of Nevada, Reno William N. Pennington Engineering Building CIP project: Project No. 17-C06; SPWD Contract No. 111930. This amendment increases the maximum amount from \$78,850,138 to \$80,431,367 to include the cost of approved project change orders.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$78,850,138.00	\$78,850,138.00	\$78,850,138.00	Yes - Action
2. Amount of current amendment (#1):	\$1,581,229.00	\$1,581,229.00	\$1,581,229.00	Yes - Action
3. New maximum contract amount:	\$80,431,367.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP.

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

Professional OWNER-CMAR Construction is provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	09/04/2018 13:00:32 PM
Division Approval	lmars1	09/04/2018 13:00:36 PM
Department Approval	lmars1	09/04/2018 13:00:40 PM
Contract Manager Approval	lmars1	09/04/2018 13:00:43 PM
Budget Analyst Approval	jrodrig9	09/06/2018 12:24:29 PM
BOE Agenda Approval	hfield	09/07/2018 11:13:37 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20985**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1565-71**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AINSWORTH ASSOCIATES DBA MECHANICAL ENGINEERS**Contractor Name: **AINSWORTH ASSOCIATES DBA MECHANICAL ENGINEERS**Address: **1420 HOLCOMB AVE. STE. 201**City/State/Zip: **RENO, NV 89502-8003**Contact/Phone: **916-737-6014**Vendor No.: **T27012245A**NV Business ID: **NV19751005286**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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **112158**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **272 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Lovelock Correctional Center Underground Piping and Boiler Replacement CIP project to include design and bid documents, as well as construction administration services required for the new underground hot water piping distribution systems: CIP Project No. 15-M03; SPWD Contract No. 112158.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$435,000.00**

Other basis for payment: Monthly progress payments based on services provided.

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 Architectural/Engineering Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No

If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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:

Nipp, Bruce, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	08/21/2018 16:48:42 PM
Division Approval	Imars1	08/21/2018 16:48:46 PM
Department Approval	Imars1	08/21/2018 16:48:50 PM
Contract Manager Approval	Imars1	08/21/2018 16:48:55 PM
Budget Analyst Approval	jrodrig9	09/05/2018 08:44:25 AM
BOE Agenda Approval	hfield	09/05/2018 12:17:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21032**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1585-50**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KITTRELL GARLOCK & ASSOCIATES KGA ARCHITECTURE**Contractor Name: **KITTRELL GARLOCK & ASSOCIATES KGA ARCHITECTURE**Address: **9075 W. DIABLO DR., SUITE 300**City/State/Zip: **LAS VEGAS, NV 89148-7604**Contact/Phone: **7021367-6900**Vendor No.: **T80931708**NV Business ID: **nv19771007004**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 #: **112173**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2021**Contract term: **2 years and 273 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Grant Sawyer Office Building Feasibility Studies and Programming Services CIP project, to include a property condition assessment, program needs assessment, project cost report and a final project proposal presentation document: CIP No. 17-S04-7; SPWD Contract No. 112173.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$390,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP Project.

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering Services and are provided by SPWD to support the State engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No

If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Nipp, Bruce, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	08/31/2018 10:17:49 AM
Division Approval	Imars1	08/31/2018 10:17:53 AM
Department Approval	Imars1	08/31/2018 10:17:56 AM
Contract Manager Approval	Imars1	08/31/2018 10:17:59 AM
Budget Analyst Approval	jrodrig9	09/06/2018 11:29:42 AM
BOE Agenda Approval	hfield	09/07/2018 11:57:51 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **18481**Amendment Number: **2**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **LG ARCHITECTS, INC. DBA LGA**Agency Code: **082**Contractor Name: **LG ARCHITECTS, INC. DBA LGA**Appropriation Unit: **All Appropriations**Address: **dba LGA
241 W. CHARLESTON BLVD STE 107**Is budget authority available?: **No**City/State/Zip: **LAS VEGAS, NV 89102-2592**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 4216, expenditure category 39, NSRMBC EXPANSION.

Contact/Phone: **CRAIG GALATI 702-263-7111**Vendor No.: **T27041309**NV Business ID: **NV19861005290**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 % Agency Funded CIP

Agency Reference #: **111001**

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 **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2021**Contract term: **4 years and 81 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the second amendment to the original contract which with provides professional architectural/engineering services for the advance planning of the Boulder City Nevada State Railroad Museum Visitor's Center Advance Planning CIP project: CIP Project No. 17-A009; SPWD Contract No. 111001. This amendment decreases the maximum amount from \$430,100 to \$164,000 due to deleting the Design Development and Construction Documents from the original contract.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$407,100.00	\$407,100.00	\$407,100.00	Yes - Action
a. Amendment 1:	\$23,000.00	\$23,000.00	\$23,000.00	Yes - Info
2. Amount of current amendment (#2):	-\$266,100.00	-\$266,100.00	-\$243,100.00	Yes - Action
3. New maximum contract amount:	\$164,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP

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

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No

If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	08/31/2018 13:47:36 PM
Division Approval	Imars1	08/31/2018 13:47:40 PM
Department Approval	Imars1	08/31/2018 13:47:43 PM

Contract Manager Approval
Budget Analyst Approval
BOE Agenda Approval

lmars1
jrodrig9
hfield

08/31/2018 13:47:48 PM
09/06/2018 11:13:09 AM
09/07/2018 12:24:06 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20971**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 3650, expenditure category 10, Army Facilities.

Legal Entity Name: **LUMOS & ASSOCIATES, INC.**Contractor Name: **LUMOS & ASSOCIATES, INC.**Address: **9222 PROTOTYPE DR.**City/State/Zip: **RENO, NV 89521-8989**Contact/Phone: **775-827-6111**Vendor No.: **T80912843A**NV Business ID: **NV19791006982**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? 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 #: **112128**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 273 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Army Aviation Support Facility - Apron Upgrades CIP Project to include design, development and bidding documents for the reconstruction of the existing aircraft apron at the AASF located in Reno: CIP Project No. 18-A034; SPWD Contract No. 112128.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$188,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2018 Agency CIP.

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

Professional Architectural/Engineering are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Wacker, Brian, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	08/16/2018 12:45:50 PM
Division Approval	Imars1	08/16/2018 12:45:53 PM
Department Approval	Imars1	08/16/2018 12:45:56 PM
Contract Manager Approval	Imars1	08/16/2018 12:45:59 PM
Budget Analyst Approval	jrodrig9	09/05/2018 08:42:28 AM
BOE Agenda Approval	hfield	09/05/2018 12:16:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20988**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	UTAH NEW VISION CONSTRUCTION, LLC
Agency Code:	082	Contractor Name:	UTAH NEW VISION CONSTRUCTION, LLC
Appropriation Unit:	All Appropriations	Address:	LLC
Is budget authority available?:	Yes		11350 E 18625 S # 118
If "No" please explain:	Not Applicable	City/State/Zip	MOUNT PLEASANT, UT 84647-3503
		Contact/Phone:	801/557-3211
		Vendor No.:	T29009993
		NV Business ID:	NV20151696378

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 #: 112160

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **272 days**4. Type of contract: **Contract**Contract description: **Open End**

5. Purpose of contract:

This is a new contract to provide ongoing professional third party commissioning services on an as needed basis: SPWD Contract No. 112160.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP.

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

Third Party Commissioning Services are required to ensure building safety and code compliance.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Nipp, Bruce, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	08/22/2018 08:39:37 AM
Division Approval	Imars1	08/22/2018 08:39:42 AM
Department Approval	Imars1	08/22/2018 08:39:44 AM
Contract Manager Approval	Imars1	08/22/2018 08:40:50 AM
Budget Analyst Approval	jrodrig9	08/30/2018 22:44:45 PM
BOE Agenda Approval	hfield	09/05/2018 06:58:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21047**Agency Name: **ADMIN - DIRECTOR'S OFFICE**Agency Code: **087**Appropriation Unit: **1337-27**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CIVIC PLUS, INC.**Contractor Name: **CIVIC PLUS, INC.**Address: **302 South 4th Street,
Suite 500**City/State/Zip: **Manhattan, KS 66502**Contact/Phone: **Mike Sutton 602-390-3998**

Vendor No.:

NV Business ID: **NV20171516469**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 % Settlement Funds

Agency Reference #: **RFP # 08DOA-S222**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2021**Contract term: **3 years and 31 days**4. Type of contract: **Contract**Contract description: **Mass Notification**

5. Purpose of contract:

This is a new contract to provide Mobile Device Notification Services statewide to employee personal mobile devices on an as needed, alert messaging basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$61,778.00**

Other basis for payment: per itemized invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The need arose when trying to notify state employees in particular geographic area about office closures due to snow or flooding. The state has no mass notification to send out to employees and rely on employee state email and the media of state office closures.

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

This is a specific program that requires outside assistance.

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):

Rave Mobile
OnSolve Inc
Everbridge LLC
Civic Plus, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #08DOA-S222, 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: 06/04/2018 Anticipated re-bid date: 06/04/2021

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:

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	09/05/2018 10:43:18 AM
Division Approval	ssands	09/05/2018 10:43:20 AM
Department Approval	ssands	09/05/2018 10:43:23 AM
Contract Manager Approval	ssands	09/05/2018 13:04:01 PM
Budget Analyst Approval	cbrekken	09/12/2018 08:20:52 AM
BOE Agenda Approval	tgreenam	09/17/2018 16:32:32 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **17190**Amendment
Number: **3**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Legal Entity
Name: **NOR CAL BATTERY COMbany**Agency Code: **180**Contractor Name: **NOR CAL BATTERY COMbany**Appropriation Unit: **1388-08**Address: **3432 CHEROKEE RD STE D**Is budget authority
available?: **Yes**City/State/Zip: **STOCKTON, CA 95205-2439**

If "No" please explain: Not Applicable

Contact/Phone: **Randall McRoberts 209-948-1411**Vendor No.: **T29025040**NV Business ID: **NV20151633606**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % User
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP #3204**

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **12/08/2015**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **06/30/2020**Contract term: **4 years and 205 days**4. Type of contract: **Contract**Contract description: **Battery Replacement**

5. Purpose of contract:

This is the third amendment to the original contract which provides replacement of existing battery systems, rack and ancillary equipment. This amendment increases the maximum amount from \$1,037,568 to \$1,255,485 due to the addition of two battery replacement sites.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$857,599.00	\$857,599.00	\$857,599.00	Yes - Action
a. Amendment 1:	\$137,430.00	\$137,430.00	\$137,430.00	Yes - Action
b. Amendment 2:	\$42,539.00	\$42,539.00	\$42,539.00	Yes - Info
2. Amount of current amendment (#3):	\$217,917.00	\$217,917.00	\$260,456.00	Yes - Action
3. New maximum contract amount:	\$1,255,485.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Battery plants that power public safety communication equipment are at end-of-life and require replacement.

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

State agencies and employees do not have the staffing or expertise to perform these services

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3204 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/24/2015 Anticipated re-bid date: 02/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	08/07/2018 14:14:02 PM
Division Approval	ddav12	08/07/2018 14:14:07 PM
Department Approval	ddav12	08/08/2018 14:50:00 PM
Contract Manager Approval	ddav12	08/09/2018 10:10:53 AM
Budget Analyst Approval	cmurph3	08/24/2018 16:22:09 PM
BOE Agenda Approval	cmurph3	08/24/2018 16:22:14 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20995**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	M. Jensen Consulting, LLC
Agency Code:	403	Contractor Name:	M. Jensen Consulting, LLC
Appropriation Unit:	3158-04	Address:	1133 WISTERIA DRIVE
Is budget authority available?:	Yes	City/State/Zip	MINDEN, NV 89423
If "No" please explain:	Not Applicable	Contact/Phone:	775-230-4088
		Vendor No.:	
		NV Business ID:	NV20181602733

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 %	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 **10/30/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2019**Contract term: **182 days**4. Type of contract: **Contract**Contract description: **Consulting**

5. Purpose of contract:

This is a new contract to provide administrative oversight until the current recruitment is fulfilled. Once the new administrator is hired, the contractor will work part-time on an as needed basis for consultation of specialized knowledge of the Division. RELATES TO AGENDA ITEM 6, A.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$92,000.00**

Payment for services will be made at the rate of \$75.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division currently has one vacant Deputy Administrator position and the remaining Deputy has worked at the Division just over one year. Oversight of the Division by an experienced Administrator is needed to continue Division operations and ensure compliance with federal regulations.

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

This contractor has specialized knowledge related to the Nevada Medicaid program. Once a new Administrator is hired, the contractor will serve in a consultant capacity to transfer knowledge to the new Administrator.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Professional Services (as defined in NAC 333.150)
Former Employee

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?

Yes

See the attached Authorization to Contract form for details.

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes

See the attached Authorization to Contract form for details.

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

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	jkolenut	08/28/2018 15:40:44 PM
Division Approval	jkolenut	08/28/2018 15:43:35 PM
Department Approval	vmilazz1	08/30/2018 16:23:35 PM
Contract Manager Approval	iknigh1	09/06/2018 17:42:26 PM
Budget Analyst Approval	bwooldri	09/07/2018 11:38:32 AM
BOE Agenda Approval	nhovden	09/07/2018 12:06:28 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

MARTA JENSEN
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: August 14, 2018

TO: Bessie Wooldridge, Executive Branch Budget Officer 1, Governor's Finance Office

THROUGH: Richard Whitley, Director, Department of Health & Human Services

FROM: Ellen Crecelius, Chief Financial Officer, Division of Health Care Financing and Policy *EC*

RE: Authorization to Contract with a Former Employee – Marta Jensen

Pursuant to NRS 333.705, subsection 1, the Division of Health Care Financing and Policy (DHCFP) is requesting authority to contract with a retired state employee, Ms. Marta Jensen, to oversee the Division until a new Division Administrator is hired.

Ms. Jensen served as the Administrator of the Division and the Nevada State Medicaid Director from August 31, 2015 until her retirement on October 26, 2018. The Department of Health and Human Services has undertaken a national search for a new Administrator. It is anticipated that the timeframe for recruiting and filling the position may be substantial due to the high level of knowledge and experience required of a State Medicaid Director. This memorandum requests authority to contract with Ms. Jensen for the six-month period between October 30, 2018 and April 30, 2019.

Upon approval of this request, Ms. Jensen will work full-time until a replacement is hired. Once a new administrator is hired, Ms. Jensen's hours will be reduced to part-time on an "as needed basis" for consultation with the new administrator.

Please let me know if you have any questions or need additional information.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21008**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3228-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PUBLIC CONSULTING GROUP INC**Contractor Name: **PUBLIC CONSULTING GROUP INC**Address: **PO BOX 845308**City/State/Zip: **BOSTON, MA 02284-5308**Contact/Phone: **617/426-2026**Vendor No.: **T32000898A**NV Business ID: **NV20021466314**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	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? **No** or b. other effective date **11/01/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **4 years and 242 days**4. Type of contract: **Contract**Contract description: **AlloCap-Cost Allocat**

5. Purpose of contract:

This is a new contract which continues to provide ongoing web-based cost allocation services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,109,328.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Health Care Reform has increased the growth of the Medicaid programs as they relate to project cost allocations which requires the Division to upgrade to a web-based software.

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 specialized expertise to convert AlloCAP Access to a web-based software.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)****Approval #: 180303****Approval Date: 03/15/2018**

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?

Yes If "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 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:

null, null Ph: null

Crystal Buscay, ASO II Ph: 775-684-0682

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bberry	09/07/2018 15:10:55 PM
Division Approval	bberry	09/07/2018 15:10:58 PM
Department Approval	vmilazz1	09/09/2018 15:57:56 PM
Contract Manager Approval	sjon23	09/10/2018 13:03:05 PM
Budget Analyst Approval	nhovden	09/18/2018 09:59:54 AM
BOE Agenda Approval	nhovden	09/18/2018 09:59:56 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#: 180303

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: <i>Department of Health and Human Services</i> <i>All Divisions</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Rick Morse, DPBH Contract Manager</i>	<i>775-684-5932</i>	<i>rmorse@health.nv.gov</i>

1b	Vendor Information:	
	Identify Vendor:	<i>Public Consulting Group, Inc. (PCG)</i>
	Contact Name:	<i>Kara Hammer</i>
	Address:	<i>148 State Street, 10th Floor, Boston, MA 02109</i>
	Telephone Number:	<i>617-426-2026 ext. 1386</i>
	Email Address:	<i>khammer@pcgus.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<i>X</i>
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	<i>X</i>	No
	Amendment:	#		
	CETS:	#		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>11/1/2018</i>	End Date: <i>10/31/2023</i>

1f	Funding:	
	State Appropriated:	<i>50%</i>
	Federal Funds:	<i>50%</i>
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase: <i>\$3,000,000.00</i>
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2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p><i>It is the intention to request a waiver for DHHS and award contracts for each agency within DHHS under the authorization of the department wide waiver. This authorization will allow DHHS to maintain the current AlloCAP system used by all divisions within DHHS and provide consultation for the implementation of a Time and Effort system; consultation for Medicaid billable and reimbursable services and consultation for Cost Allocation Plans. These services also provide DHHS agencies the ability to receive consultation for inquiries on the system and cost allocation plans; receive technical assistance; develop custom reports and assist with single state and/or federal audits. AlloCAP is a proprietary web-based cost allocation plan (CAP) solution.</i></p>
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3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p><i>PCG developed and owns proprietary rights to the AlloCAP software used by every DHHS division for Medicare/Medicaid billing and other cost allocation activities.</i></p>
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4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>DHHS divisions began using services of PCG SFY 09 to establish Cost Allocation Plans for departmental agencies. In SFY 11, an amendment to the original contract provided for AlloCAP software development and installation for up to four agencies of DHHS. The system is a compiled database owned and trademarked by the vendor. The proprietary system can only be modified by PCG.</i></p> <p><i>Originally, after the initial installation of AlloCAP Access-based Software and related training, there was no longer a need for additional support or services from PCG. The cost allocation software functioned properly and the user reports supplied were beneficial. Since the original installation, Health Care Reform (HCR) increased the number of Medicare/Medicaid programs and advantages to provide low income Nevadans with medical services. The tracking of these additional HCR expenditures requires updates to AlloCAP and formatting revisions that can only be performed by PCG. Additionally, the HCR expenditures require subject matter expertise on Medicaid billable and reimbursable services in order to maximize the State's benefit of Medicaid services. In the future, the growth of Medicare/Medicaid programs as they relate to project cost allocations will require maintenance and upgrades to PCG's web-based software.</i></p> <p><i>With the complexity of entitlement programs and policy changes, there is an ongoing need for additional support and the services listed (cost allocation plan amendments).</i></p>
---	--

5	<p>Were alternative services or commodities evaluated? Check One.</p>	Yes:		No:	<input checked="" type="checkbox"/>
	<p>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.</p>				
	<p>b. <u>If not</u>, why were alternatives not evaluated?</p> <p><i>DHHS wide agencies all use AlloCAP as part of the overall Medicare/Medicaid billing process in the state; therefore, there is no feasible option to develop or deploy an alternative system.</i></p>				

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.				Yes:	X	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 #)			
	11/1/14	10/31/18	\$484,483.00	Cost Allocation (DHCFP)	Exempt - Waiver #140807			
	6/11/13	6/30/17	\$254,942.00	Cost Allocation (DPBH)	Informal – original contract amount was \$49,999.			
	8/1/16	8/31/16	\$24,843.00	Cost Allocation Training (DPBH)	Informal			
	7/1/11	6/30/13	\$9,990.00	Cost Allocation (DPBH) – this contract was pre-web-based computation and was strictly cost allocation consultation.	Exempt - Waiver #110503			

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>The combined usage of this software throughout DHHS would incur sizeable expenditures to State funding if the system were to be replaced. The vendor is in good standing with the Secretary of State's office and DHHS.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>The services of PCG were previously solicited through a Solicitation Waiver #140807.</i> <i>Recommend the following language:</i> <i>AlloCAP is now being utilized by all DHHS Divisions to ensure standardized methodology of cost allocation for federal grants/entitlements and billings for administration costs to DHCFP for Medicaid Reimbursement. DWSS is in the beginning stages of implementing AlloCAP.</i>

9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:	X	No:	
	a. If yes, please provide details regarding future obligations or needs. <i>The current web-based system requires annual maintenance and hosting fees.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.


 Agency Representative Initiating Request

Rick Morse, Division Contract Manager (DPBH)
 Print Name of Agency Representative Initiating Request

2/6/18
 Date


 Signature of Agency Head Authorizing Request

Mark Winebarger, ASO IV
 Print Name of Agency Head Authorizing Request

2-6-18
 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

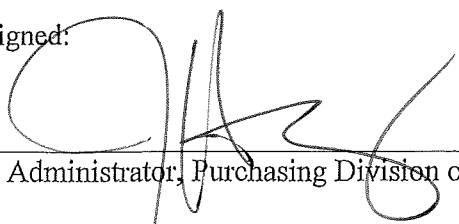
 Print Name of Representative Providing Review

 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

3-15-2018
 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: **18456** Amendment Number: **1**

Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES** Legal Entity Name: **REGIONAL TRANSPORTATION COMMISSION**

Agency Code: **407** Contractor Name: **REGIONAL TRANSPORTATION COMMISSION**

Appropriation Unit: **3230-15** Address: **600 S GRAND CENTRAL PKWY # 350**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89106**

If "No" please explain: Not Applicable Contact/Phone: **702/676-1500**

Vendor No.: **PUR0002452B**

NV Business ID: **Gov't Entity**

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	3.00 %	Fees	0.00 %
X	Federal Funds	97.00 %	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 **07/05/2017**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2021**Contract term: **4 years and 361 days**4. Type of contract: **Interlocal Agreement**Contract description: **TANF NEON**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement which provides ongoing bus passes to eligible Temporary Assistance for Needy Families and Supplemental Nutrition Assistance Program employment and training participants, who must participate in work activities as a condition of receiving benefits. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$2,560,000 to \$3,360,000 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:	\$2,560,000.00	\$2,560,000.00	\$2,560,000.00	Yes - Action
2. Amount of current amendment (#1):	\$800,000.00	\$800,000.00	\$800,000.00	Yes - Action
3. New maximum contract amount:	\$3,360,000.00			
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?

Providing bus passes to TANF eligible recipients assists them in fulfilling required job seeking activities. Some SNAP participants are required to complete job search activities. Transportation is provided to combat this as a potential barrier of job search activities.

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

Regional Transportation Commission is a public agency that provides public transit services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorensen	04/05/2018 16:21:45 PM
Division Approval	bberry	08/23/2018 17:03:51 PM
Department Approval	vmilazz1	08/28/2018 15:57:33 PM
Contract Manager Approval	mpomerle	08/29/2018 16:14:21 PM
Budget Analyst Approval	nhovden	09/04/2018 15:45:50 PM
BOE Agenda Approval	nhovden	09/04/2018 15:45:59 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20778**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3233-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FAAD JANITORIAL, INC.**Contractor Name: **FAAD JANITORIAL, INC.**Address: **52 GLEN CARRAN CIR**City/State/Zip: **SPARKS, NV 89431-5830**Contact/Phone: **775/351-2405**Vendor No.: **T27017486**NV Business ID: **NV20041538232**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	31.00 %	Fees	0.00 %
X	Federal Funds	69.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **407**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract that continues ongoing janitorial services for the Fallon District Office five nights a week.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,962.40**

Payment for services will be made at the rate of \$1,582.55 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services are required for a clean and sanitary environment for Division of Welfare and Supportive Service staff and clients.

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

Janitorial services are not offered by the State of Nevada.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Residential and Commercial Cleaning Solutions
Sierra Mountain Cleaning
THREE VETERANS ENTERPRISES, LLC
G3 Janitorial Services, LLC
F.A.A.D. Janitorial, Inc.

b. Solicitation Waiver: **Not Applicable**

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

This vendor was the only bidder on this solicitation. Additionally, the vendor is currently contracted with the State to perform janitorial services at this location and has been providing satisfactory service.

d. Last bid date: 06/04/2018 Anticipated re-bid date: 06/04/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor is currently contracted with the State to perform janitorial services at this location and has been 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 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:

Barbara Smith, Facility and Safety Manager Ph: (775) 684-0652

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorensen	08/20/2018 14:31:56 PM
Division Approval	bberry	08/23/2018 16:50:52 PM
Department Approval	vmilazz1	08/28/2018 11:12:07 AM
Contract Manager Approval	mpomerle	08/29/2018 15:58:56 PM
Budget Analyst Approval	nhovden	09/04/2018 15:09:57 PM
BOE Agenda Approval	nhovden	09/04/2018 15:10:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20852**

Agency Name:	DEPARTMENT OF AGRICULTURE	Legal Entity Name:	EWELL EDUCATIONAL SERVICES, INC.
Agency Code:	550	Contractor Name:	EWELL EDUCATIONAL SERVICES, INC.
Appropriation Unit:	4546-04	Address:	PO BOX 15924
Is budget authority available?:	Yes	City/State/Zip	COLLEGE STATION, TX 77841-5125
If "No" please explain:	Not Applicable	Contact/Phone:	979/446-0865
		Vendor No.:	T27033933A
		NV Business ID:	NV20141454399

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Livestock and Plant Inspection
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 **10/31/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Automated Fee System**

5. Purpose of contract:

This is a new contract to implement an approved technology investment which provides an automated web-based system for plant and livestock industry inspections, registrations, and fee collections.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$473,173.00**

Other basis for payment: 3% of Livestock Inspection Fees, Plant Inspection and Registration Fees, and Commercial Feed Fees paid monthly.

II. JUSTIFICATION

7. What conditions require that this work be done?

This project will streamline and modernize the Plant and Animal Industry systems using a relational database with program and fiscal reporting as well as data mining capabilities. The system will increase efficiency, reduce errors, and improve the ability to collect fees and issue certificates through a web-based system.

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

The employees of the Department of Agriculture do not have the programming skill to create this database, nor maintain it in a cost-efficient manner.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 180304

Approval Date: 05/25/2018

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

Lowest overall cost, and upfront costs were minimum. They have the expertise to expand into other divisions by customizing to our specific needs.

d. Last bid date:

Anticipated re-bid date: 06/30/2022

10. Does the contract contain any IT components?

Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Agriculture, 2016-Present. 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	bbel1	09/12/2018 08:02:43 AM
Division Approval	bbel1	09/12/2018 08:02:46 AM
Department Approval	bbel1	09/12/2018 08:02:50 AM
Contract Manager Approval	melli2	09/12/2018 08:10:08 AM
EITS Approval	lolso3	09/12/2018 09:49:10 AM
Budget Analyst Approval	mtum1	09/12/2018 09:51:58 AM
BOE Agenda Approval	cmurph3	09/12/2018 10:21:33 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#: 180304

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: Agriculture		
	Contact Name and Title	Phone Number	Email Address
	Debra Crowley-Fiscal Administrator	775-353-3602	dcrowley@agri.nv.gov

1b	Vendor Information:	
	Identify Vendor:	Ewell Educational Services, Inc.
	Contact Name:	Russell Ewell
	Address:	P.O. Box 15924, College Stations, TX 77841
	Telephone Number:	979-446-0865
	Email Address:	info@judgingcard.com

1c	Type of Waiver Requested - Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	10/31/18	End Date:

1f	Funding:	
	State Appropriated:	
	Federal Funds:	X
	Grant Funds:	X
	Other (Explain):	X -Fees

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$552,882

Provide a description of work/services to be performed or commodity/good to be purchased:

The Nevada Department of Agriculture (NDA) has over 150 funding sources and many of those are associated with the mandatory registration or licensing of products and business operations, or associated with payment for services. Many of these processes are still being done manually and are paper and labor intensive. In addition, the collecting, tracking and reporting of information from these processes is being done by entering data collected manually into disparate Excel workbooks or databases created by program staff with limited resources and limited IT competency. As a result, there is no real-time reporting of key information and information requested both internally and externally is difficult to obtain without a lot of additional staff effort and time. It's very difficult for management to assess trends or performance in these areas.

- 2 In SFY 2014, the Department initially contracted with Ewell Educational Services, Inc. to automate its brand inspection and pesticide product registration processes. The automation of these two processes was highly successful; therefore, NDA continued their relationship with Ewell Educational Services to automate Fertilizer Registrations, Fertilizer Tonnage Reporting, Commercial Feed Licensing and Tonnage Reporting, Food Safety Modernization Act – Produce Safety, Anti-freeze Registrations, Brand Recording, and Livestock Assessments.

We would like to continue with the design, development and implementation and support of our automated electronic information system for the business processes related to registrations, licenses, certificates, permits, inspections, testing, and training.

NDA wants to extend the efficiencies and benefits already garnered from the automation of several processes and apply them across all our programs.

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

- 3 Ewell is currently the contractor (contracted in SYF 2014) being used for NDA's online Nevada Pesticide Registrations, Fertilizer Registrations, Fertilizer Tonnage Reporting, Commercial Feed Licensing and Tonnage Reporting, Food Safety Modernization Act – Produce Safety, Anti-freeze Registrations, Livestock Inspections, Brand Recording, and Livestock Assessments. Uniformity among NDA IT programs is critical as it streamlines the payment processes for multiple NDA programs. In April of 2016, the Department of Agriculture submitted a Technical Investment Request (TIR) to appropriate the funding and resources required to complete the development, implementation and support of our automated electronic information system. The TIR was approved by EITS on May 18, 2016, and approved through the 2017 legislative process. Having the same contractor develop the remaining programs will minimize confusion to members of the public that participate in multiple programs and utilize current NDA automated systems.

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

- 4 Since 2014, the Department and Ewell have invested considerable time and effort in working toward automating fee collections to web-based systems. It would be costly to start from scratch to build a new website. Further, there are proprietary rights held by Ewell that do not allow NDA to share the existing database with competitors. This could create issues in linking existing programs developed by Ewell, to a program created by another vendor. Utilizing two separate vendors and trying to link the different systems at a later date may create future issues, prove ineffective, and may result in additional maintenance costs. Ewell's continued development and implementation of these systems will safeguard the continuity of our programs for the members of the public. Ewell has agreed to accept a percentage of the fees processed through the web-based system for the cost of development, implementation, system enhancements and post implementation maintenance. This is economically viable for the Department because there are no upfront costs for the design, development, or implementation

of the systems. This contract will support the TIR approved by EITS in 2016 and the Biennium Budget which was based on this payment model.

Were alternative services or commodities evaluated? Check One.

Yes:

☒

No:

a. *If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*

When the original contract with Ewell was issued, research and price comparison was completed and provided to State Purchasing, which approved the use of Ewell as a sole source vendor.

NDA contacted other states regarding the development and implementation of an integrated agency wide system. Most states are still using paper intensive manual systems. There appear to be a few states with in-house automated systems for some of their programs, and a couple of commercial off the shelf systems (COTS) that provide limited functionality. Nevada's system is a custom system that is expandable to our needs. The COTS systems in comparison to Nevada's has limited functionality and would require considerable modifications and configuration to meet NDA's needs. As a result, it is difficult to find an existing system that encompasses all of the Department's needs and program services. As previously mentioned, having the same contractor develop and implement the remainder of our programs would create uniformity and streamline NDA processes and future maintenance needs.

EITS has approved a Technical Investment Request (TIR) for the completion of automating the remainder of Department's manual processes. The TIR was included and approved in NDA's 2017-2019 budget.

b. *If not, why were alternatives not evaluated?*

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:

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 #)
09/22/14	10/30/18	\$252,352.98	PPR (Plant Industry)	Waiver# 141005
08/12/14	06/30/19	\$132,830.63	OBB (Animal Industry)	Waiver# 95
		\$		
		\$		
		\$		

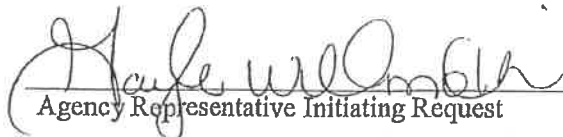
7 What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?

	The cost of utilizing another vendor to create a similar system would be cost prohibited for the Department based on the approved TIR and 2017-2019 budget. In addition, there would be a significant delay in automating our revenue generating transactions due to the time it would take for a new vendor to program.
--	--

	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
8	The agreed to price for this product is 3% of the fees collected with no upfront costs. The vendor is obligated to design, develop, implement, modify, enhance and support the system within the 3% fee.

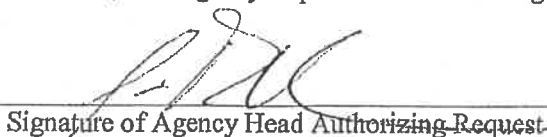
	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:	X	No:	
9	a. <u>If yes, please provide details regarding future obligations or needs.</u>				
	Due to unforeseen changes in needs for the Department, including but not limited to, Federal mandates, new fee structures or changes in scope of work, the possibility exists that future engagements may be required with this vendor.				

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

Gayle Willmoth
Print Name of Agency Representative Initiating Request

2/22/2018
Date


Signature of Agency Head Authorizing Request

James R Barbare
Print Name of Agency Head Authorizing Request

2/23/2018
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.

* Approved TIR Attached *
Name of agency or entity who provided information or review:

Representative Providing Review

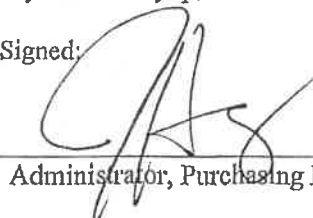
Print Name of Representative Providing Review

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

3.15.2018
Date

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: Debra Crowley, Acting Fiscal Administrator, Agriculture

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: **Agriculture Data System**

The TIR and supporting documentation for the *Agriculture Data System* project for the Department of Agriculture have been reviewed and approved.

The *Agriculture Data System* project requests funding to contract for the design, development, implementation and support of an automated electronic information system for the business processes related to registrations, licenses, certificates, permits, inspections, testing, and training.

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.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21020**Agency Name: **DPS-RECORDS,
COMMUNICATIONS, AND
COMPLIANCE**Agency Code: **655**Appropriation Unit: **4709-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **IDEMIA IDENTITY AND SECURITY
USA, LLC**Contractor Name: **IDEMIA IDENTITY AND SECURITY
USA, LLC**Address: **296 Concord Road
Suite 300**City/State/Zip: **Billerica, MA 01821**Contact/Phone: **John Olsen 952-945-3307**Vendor No.: **T29030834C**NV Business ID: **NV20121363420**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 % REVENUE
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP # 65DPS-S39**

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 **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2023**Contract term: **5 years**4. Type of contract: **Revenue Contract**Contract description: **LiveScan Channeler**

5. Purpose of contract:

This is a new revenue contract that provides on-going services for the electronic transmissions of fingerprint-based background checks to the Division in Carson City from all local government, private agencies and fingerprinting sites.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000,000.00**

Other basis for payment: Payment shall be submitted to the State according to the fee schedule in the Consideration paragraph of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

State law requires fingerprint scanning to verify identification of individuals. This contract provides for the electronic scanning of fingerprints, in lieu of manual scanning of fingerprints, at a lower cost to user agencies and private entities.

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

State agencies do not have the capacity or ability to submit electronic fingerprint transmissions from local government and private agencies.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):

Idemia Identity & Security USA LLC
DataWorks Plus LLC
BioMetrics 4 All

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #65DPS-S39, 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: 03/14/2018 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:

Current vendor and services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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:

Erica Souza-Llamas, Management Analyst Ph: 775.684.6241

Melissa Costa, Management Analyst Ph: 775.684.6259

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mcar2	08/29/2018 12:03:22 PM
Division Approval	mcar2	08/29/2018 12:15:15 PM
Department Approval	mcar2	08/29/2018 12:15:20 PM
Contract Manager Approval	mcar2	09/04/2018 11:08:10 AM
Budget Analyst Approval	jrodrig9	09/07/2018 11:48:10 AM
BOE Agenda Approval	hfield	09/07/2018 11:49:00 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: **16253** Amendment Number: **3**

Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **DYER ENGINEERING CONSULTANTS, INC.**

Agency Code: **702** Contractor Name: **DYER ENGINEERING CONSULTANTS, INC.**

Appropriation Unit: **1511-91** Address: **9160 DOUBLE DIAMOND PARKWAY, SUITE A**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89521**

If "No" please explain: Not Applicable Contact/Phone: **775/852-1440**

Vendor No.: **T29030589**

NV Business ID: **NV19981192874**

To what State Fiscal Year(s) will the contract be charged? **2015-2020**

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 #: 15-17

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/13/2015**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **01/31/2019**Contract term: **5 years and 19 days**4. Type of contract: **Contract**Contract description: **Zunino Reservoir**

5. Purpose of contract:

This is the third amendment to the original contract which provides professional engineering and construction of a boat launch facility. This amendment extends the termination date from January 31, 2019 to January 31, 2020 and increases the maximum amount from \$190,900.00 to \$338,272.50 due to design changes.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$83,375.00	\$83,375.00	\$83,375.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$107,525.00	\$107,525.00	\$107,525.00	Yes - Action
2. Amount of current amendment (#3):	\$147,372.50	\$147,372.50	\$147,372.50	Yes - Action
3. New maximum contract amount:	\$338,272.50			
and/or the termination date of the original contract has changed to:	01/31/2020			

II. JUSTIFICATION

7. What conditions require that this work be done?

Professional Engineering and construction of a boat launch facility.

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

Construction and professional expertise that the state employees do 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. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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	nrob1	06/06/2018 15:19:33 PM
Division Approval	tdoucett	06/07/2018 15:28:09 PM
Department Approval	eobrien	06/08/2018 16:42:25 PM
Contract Manager Approval	nrob1	08/06/2018 08:13:28 AM
Budget Analyst Approval	cpalme2	08/21/2018 15:59:51 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **19446**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GREAT BASIN INSTITUTE**Contractor Name: **GREAT BASIN INSTITUTE**Address: **16750 MOUNT ROSE HIGHWAY
SUITE 101**City/State/Zip: **RENO, NV 89511-2753**Contact/Phone: **SCOTT SCHERBINSKI 541-760-8347**Vendor No.: **T81073865**NV Business ID: **NV19991295540**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	50% Habitat Conservation 50% Upland Game Stamp
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Federal Funds	0.00 %		Bonds	0.00 %
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Highway Funds	0.00 %		Other funding	0.00 %
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Agency Reference #: **18-27**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2022**Contract term: **3 years and 304 days**4. Type of contract: **Contract**Contract description: **Habitat Restoration**

5. Purpose of contract:

This is a new contract to provide post-fire upland habitat restoration projects at guzzler locations at Kane Springs and Gold Butte.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Other basis for payment: As invoiced quarterly by the contractor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

Post-fire restoration and invasive species mitigation benefits wildlife habitat.

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

No available personnel to perform the necessary duties.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor could meet the departments needs and timeline.

d. Last bid date: 05/20/2018 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:

Has been under contract with NDOW and has satisfactory service.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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:

Anthony Miller, Biologist Ph: 702/486-5127

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nrob1	06/07/2018 14:53:41 PM
Division Approval	tdoucett	06/07/2018 15:25:26 PM
Department Approval	eobrien	08/08/2018 14:49:52 PM
Contract Manager Approval	nrob1	08/10/2018 16:09:36 PM
Budget Analyst Approval	cpalme2	08/24/2018 13:56:09 PM
BOE Agenda Approval	cmurph3	08/24/2018 16:12:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **19283**Amendment
Number: **1**Legal Entity
Name: **HUMBOLDT WATERSHED
COOPERATIVE WEED MANAGEMENT
AREA**Agency Name: **DEPARTMENT OF WILDLIFE**Contractor Name: **HUMBOLDT WATERSHED
COOPERATIVE WEED MANAGEMENT
AREA**Agency Code: **702**Address: **PO BOX 462**Appropriation Unit: **4467-14**Is budget authority
available?: **Yes**City/State/Zip **ELKO, NV 89803-0462**

If "No" please explain: Not Applicable

Contact/Phone: **775/762-2636**Vendor No.: **T27029602**NV Business ID: **NV20041351215**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 **100.00 % Habitat Conservation**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 18-16

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **10/09/2017**
Examiner's approval?

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **07/30/2020**
Termination Date:Contract term: **2 years and 295 days**4. Type of contract: **Contract**Contract description: **Weed infestations**

5. Purpose of contract:

This is the first amendment to the original contract which provides weed infestation treatment on private lands in the Humboldt Watershed. This amendment increases the maximum amount from \$30,000 to \$70,000 due to an overall increase of invasive weeds to be treated.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$30,000.00	\$30,000.00	\$30,000.00	Yes - Info
2. Amount of current amendment (#1):	\$40,000.00	\$40,000.00	\$70,000.00	Yes - Action
3. New maximum contract amount:	\$70,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Wildlife species are dependent on healthy vegetative communities and this will insure preservation of native habitats to benefit wildlife.

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 proper supplies or experience.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor had the qualified knowledge and skills.

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:

Wildlife, Environmental Protection, and Agriculture have existing and past contracts with the vendor. The work performed by the vendor is consistent and successful.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	nrob1	08/09/2018 08:36:49 AM
Division Approval	tdoucett	08/10/2018 10:13:55 AM
Department Approval	eobrien	08/22/2018 14:03:01 PM
Contract Manager Approval	nrob1	08/23/2018 16:17:15 PM
Budget Analyst Approval	cpalme2	09/04/2018 08:34:42 AM
BOE Agenda Approval	cmurph3	09/04/2018 14:38:50 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20989**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LINCOLN COUNTY, TRI COUNTY WEED CONTROL PROJECT**Contractor Name: **LINCOLN COUNTY, TRI COUNTY WEED CONTROL PROJECT**Address: **955 Compton Street**City/State/Zip: **ELY, NV 89301**Contact/Phone: **775/289-4459**Vendor No.: **T40267400V**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 %	35.7% Duck Stamp, 28.6% Habitat Conservation and 35.7% Upland Game Stamp
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **19-06**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 273 days**4. Type of contract: **Interlocal Agreement**Contract description: **Noxious Weed Control**

5. Purpose of contract:

This is a new Intrastate contract to provide labor and equipment for weed control and weed mapping at Steptoe Valley Wildlife Management Area, Wayne E. Kirch Wildlife Management Area, Key Pittman Wildlife Management Area and Lockes Ranch State Property.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$120,000.00**

Payment for services will be made at the rate of \$160.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

All landowners/managers are mandated by the state to control noxious weeds. There is inadequate manpower on the Eastern Complex to effectively apply herbicides to control all of the noxious weeds present. Because of the narrow time frame inherent for the control of some of the noxious weeds, a coordinated effort by the department and Tri-County personnel will provide more effective management of noxious plants.

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

There is not sufficient manpower available in-house to complete the work in a timely and effective manner. Tri-County brings expertise and experience in weed treatment that other state agencies do not.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Adam Henriod, Wildlife Area Supervisor 2 Ph: 775-289-1690

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	08/22/2018 10:26:06 AM
Division Approval	tdoucett	08/23/2018 10:50:11 AM
Department Approval	eobrien	08/23/2018 15:57:03 PM
Contract Manager Approval	nroble1	08/23/2018 16:17:47 PM
Budget Analyst Approval	cpalme2	09/04/2018 09:24:14 AM
BOE Agenda Approval	cmurph3	09/04/2018 14:34:24 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21064**Agency Name: **DCNR - DIVISION OF WATER RESOURCES**Agency Code: **705**Appropriation Unit: **4157-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: United States Department of the Interior

Contractor Name: **United States Department of the Interior**Address: **U.S. Geological Survey
2730 N. Deer Run Road**City/State/Zip: **Carson City, NV 89701**

Contact/Phone: Phil Gardner 775-887-7664

Vendor No.:

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 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Joint Funding Agreement

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2021**Contract term: **2 years and 334 days**4. Type of contract: **Other (include description): Joint Funding Agreement**Contract description: **Goshute Valley Study**

5. Purpose of contract:

This is a new joint funding agreement to fund a study of the hydraulic connectivity and bulk hydraulic properties of carbonate-rock and basin-fill aquifers in the vicinity of Big Springs and the Johnson Springs Wetland Complex in Goshute Valley.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Long Canyon Mine Project in Goshute Valley, Nevada will require groundwater pumping from the carbonate-rock aquifer to sustain the proposed open-pit gold mining and processing activities for the life of the mine. This pumping will alter flow rates at neighboring springs and groundwater levels which will affect the appropriators that have water rights on these sources. The study will provide relevant hydrologic data for use in assessing long-term pumping effects and inform possible mitigation efforts.

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. Solicitation Waiver: **Not Applicable**

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

The U.S. Geological Survey has the necessary equipment in place and expertise in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 and 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:

Matt Dillion , Associate Engineer Ph: 775-684-2856

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kbaldwi1	09/13/2018 11:27:01 AM
Division Approval	kbaldwi1	09/13/2018 11:27:03 AM
Department Approval	kwilliam	09/13/2018 13:27:31 PM
Contract Manager Approval	kbaldwi1	09/13/2018 14:14:01 PM
Budget Analyst Approval	cpalme2	09/14/2018 08:24:59 AM
BOE Agenda Approval	cmurph3	09/14/2018 09:53:02 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **18042**Amendment
Number: **1**Agency Name: **DCNR - ENVIRONMENTAL
PROTECTION**Legal Entity
Name: **Windsor Solutions in Nevada, Inc.**Agency Code: **709**Contractor Name: **Windsor Solutions in Nevada, Inc.**Appropriation Unit: **3187-60**Address: **4386 SW Macadam Ave, Suite 101**Is budget authority
available?: **No**City/State/Zip **Portland, OR 97239**If "No" please explain: Budget authority is available
through a carry-forward Work Program which is to be
completed prior the October 9 BOE reviewContact/Phone: **Craig Austin 503-675-7833**Vendor No.: **T27010424**NV Business ID: **NV20111356993**To what State Fiscal Year(s) will the contract be charged? **2017-2021**What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if
the contractor will be paid by multiple funding sources.

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

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **10/01/2016**
Examiner's approval?Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2020**
Termination Date:Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Network Exchange**

5. Purpose of contract:

This is the first amendment to the original contract which provides information technology system services to participate in the Federal Environmental Exchange Network. This amendment increases the maximum amount from \$800,000 to \$1,100,000 to include additional data flows.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$800,000.00	\$800,000.00	\$800,000.00	Yes - Action
2. Amount of current amendment (#1):	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
3. New maximum contract amount:	\$1,100,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Annually, since FY 2002 the Federal Government (Environmental Protection Agency) provides States with the opportunity to participate in the Exchange Network Grant Solicitation program. The Grant Program provides funding for States to establish IT systems to allow the required regulatory data to be submitted electronically to the Federal Government. The Federal EPA has been steadily moving away from paper submission of regulatory data, and is increasingly requiring States to submit data electronically. The Federal EPA is regularly changing business rules, the amount of data required, the submission elements required and other aspects of regulatory data for the States. The new contract will to be used to keep up with changing IT technologies, modernize old systems as necessary, and adapt to regulatory changes by the Federal Government.

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

The work is highly specialized, in most cases new IT systems are required to be built using Federal Grant money by a team of contract developers. Current IT staffing levels do not allow for the size, complexity and specialized work required to submit regulatory data in a timely manner.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Not Applicable**

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

RFP # 3251

- d. Last bid date: 10/01/2016 Anticipated re-bid date: 09/30/2020

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 contractor held a contract with NDEP since 2002, and the quality of service was 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:

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	jcoope5	08/24/2018 07:51:16 AM
Division Approval	vking	08/28/2018 07:53:55 AM
Department Approval	vking	08/28/2018 07:54:06 AM
Contract Manager Approval	ssimpso2	08/28/2018 08:57:01 AM
EITS Approval	lolso3	08/28/2018 15:29:12 PM
Budget Analyst Approval	cpalme2	09/04/2018 16:16:13 PM
BOE Agenda Approval	cmurph3	09/05/2018 08:05:50 AM



**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: 5/13/16

TO: Adele Basham, Chief, Environmental Programs, DCNR

CC: Governor's Finance Office
Shannon Rahming, Administrator, EITS, DOA
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

FROM: Robert Keith, TIR Administrator, EITS, DOA

SUBJECT: TIR Approval: **Environmental Exchange Network**

The TIR and supporting documentation for the *Environmental Exchange Network* project for the Department of Conservation and Natural Resources (DCNR) have been reviewed and approved.

The *Environmental Exchange Network* provides a method to submit required environmental regulatory data to the federal government. The department's existing vendor contract for the *Environmental Exchange Network* is expiring after more than 4 years. This new project will develop a new RFP for continuing support, including updated IT technologies and adapting to regulatory changes by the Federal Government.

EITS Impact: None. The current system is hosted by DCNR and supported by the vendor. This will remain the same for the future system.

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.

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 17, 2018

TO: Kevin Weiss, IT Manager 3, NDEP
Stephanie Simpson, Management Analyst 1, NDEP
Daralyn Dobson, ASO 3, NDEP

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: EPA Exchange Network Multi-Year Grant

We completed our review of the EPA Exchange Network Multi-Year Grant TIN. NDEP intends to establish the hardware and software to enable participation in the National Environmental Information Exchange Network, developed by U.S. EPA and pilot states. It is understood NDEP has an approved TIR for the current contract through September 2020 in the amount of \$800,000. This TIN supports a new RFP and contract scheduled for September 2020.

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.

Please 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 or wish to receive a sampling of the types of Record Disposition Authorizations (RDAs)

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 there are questions or 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 CONTRACT1. Contract Number: **21044**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4735-26**Is budget authority available?: **No**

If "No" please explain: Pending IFC work program #C44729.

Legal Entity Name: **Q-MATIC CORPORATION**Contractor Name: **Q-MATIC CORPORATION**Address: **2875 BRECKINRIDGE BLVD STE 100**City/State/Zip: **DULUTH, GA 30096**Contact/Phone: **TOBIAS MARTINSSON 770-817-4296**Vendor No.: **PUR0000841**NV Business ID: **NV20101164462**To what State Fiscal Year(s) will the contract be charged? **2019-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source 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 **10/09/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2024**Contract term: **5 years and 327 days**4. Type of contract: **Contract**Contract description: **Customer Queue Syst**

5. Purpose of contract:

This is a new contract to provide a customer queue system for twelve Field Service Offices. The first six months is a no-cost pilot, effective October 9, 2018 up to April 9, 2019, to be performed at Reno Gallettie Field Service Office. Successful completion of the pilot will allow the implementation statewide and continue the contract term of four years.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$706,198.06****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department through its main Carson City DMV Office and 17 Field Service Offices throughout the State, serves approximately 1.8 million customers every year. In order to effectively manage this population flow and deliver services, and reduce wait times to acceptable levels, DMV requires a customer queuing system to be in place that will allow us to see our customers in the shortest amount of time, ensure they receive the services they need and make the best use of our staffing resources to complete transactions.

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 capability, technical expertise or resources to fulfill this work.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

ACF Technologies
Muzak LLC dba Mood Media
QLess Inc.
Q-Matic Corp

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #81DMV-S110, 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: 05/10/2018 Anticipated re-bid date: 05/01/2022

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DMV previously contracted for the installation of "Solo" queuing machines in our rural Field Service Offices-service have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Zachary Hoefling, MA 2 Ph: 775-684-4669

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jgrimmer	09/10/2018 09:02:59 AM
Division Approval	jgrimmer	09/10/2018 09:03:04 AM
Department Approval	cmunoz	09/10/2018 10:53:46 AM
Contract Manager Approval	hazevedo	09/10/2018 11:18:47 AM
EITS Approval	lolso3	09/11/2018 08:11:36 AM
Budget Analyst Approval	hfield	09/13/2018 12:24:07 PM
BOE Agenda Approval	hfield	09/13/2018 12:24:10 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15604** Amendment Number: **2**

Legal Entity Name: **OPSEC SECURITY, INC.**

Agency Name: **DEPARTMENT OF MOTOR VEHICLES** Contractor Name: **OPSEC SECURITY, INC.**

Agency Code: **810** Address: **157 COLONIAL VILLAGE LANE**

Appropriation Unit: **4745-18** **P.O. BOX 10155**

Is budget authority available?: **Yes** City/State/Zip: **LANCASTER, PA 17601**

If "No" please explain: Not Applicable Contact/Phone: **Robert A. White 717-293-4110**

Vendor No.:

NV Business ID: **NV20141263952**

To what State Fiscal Year(s) will the contract be charged? **2014-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

Agency Reference #: **RFP #3053**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/12/2014**

Anticipated BOE meeting date **10/2018**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **5 years and 19 days**

4. Type of contract: **Contract**

Contract description: **TempTag Issuance Sys**

5. Purpose of contract:

This is the second amendment to the original contract which provides for contractor-provided and supported automated dealer placard issuance process. The approved technology investment system provides the ability to print a vehicle temporary tag at a licensed vehicle dealer and record the issuance in a state-owned-database. This amendment increases the maximum amount from \$2,292,500 to \$3,053,758 due to the increased need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,292,500.00	\$2,292,500.00	\$2,292,500.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$761,258.00	\$761,258.00	\$761,258.00	Yes - Action
3. New maximum contract amount:	\$3,053,758.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department is required to supply sellers and lessors of vehicles temporary placards for use by the new owner to operate a vehicle until permanent registration is obtained. The new placards will include security sticker and electronic transmission of data to allow access for law enforcement.

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 means to support an automated dealer placard issuance process.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3053, 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: 06/01/2017

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

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	jgrimmer	08/22/2018 16:37:25 PM
Division Approval	jgrimmer	08/22/2018 16:37:29 PM
Department Approval	cmunoz	08/23/2018 09:10:26 AM
Contract Manager Approval	hazevedo	08/23/2018 13:37:36 PM

EITS Approval	lolso3	08/23/2018 16:56:41 PM
Budget Analyst Approval	hfield	09/04/2018 13:50:32 PM
BOE Agenda Approval	hfield	09/04/2018 13:50:35 PM



Purchasing Use Only:	
Approval #:	220

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 Motor Vehicles		
	Contact Name(s) and Titles:	Teri Baltisberger, DMV Services Manager III		
	Telephone Number(s):	(775) 684-4612		
	Email Address(s):	tbaltisberger@dmv.nv.gov		

2	Contractor Information:			
	Contractor:	OpSec Security, Inc.		
	Contact Name:	Robert A. White		
	Address:	1857 Colonial Village Lane (PO Box 10155), Lancaster, PA 17601		
	Phone Number:	(717) 293-4110 fax (717)293-4117		
	Email Address:	rwhite@opsecsecurity.com		

3	Ongoing relationship disclosure – List all previous contract information:				
	Procurement method:				
	CETS #:				
	Contract “not to exceed amount”:				
	Contract term:	Start date: mm/dd/yy		End date: mm/dd/yy	

4	Procurement method used to award the current contract:	
	RFP, solicitation # if applicable:	3053
	Quote, solicitation # if applicable:	
	Waiver, provide number:	
	Other:	

5	Current contract information:				
	CETS #:	15604			
	Initial contract “not to exceed amount”:	\$2,292,500.00			
	Contract term:	Start date: mm/dd/yy	6/12/2014	End date: mm/dd/yy	6/30/2018

Amendment information – List all previously approved amendments:				
6	Amd #:	Brief synopsis of what amendment accomplished:	Change in “not to exceed” amount:	Change in end date: mm/dd/yy

Proposed amendment information:				
7	Amd #:	Brief synopsis of what the requested amendment will accomplish	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
	1	<i>Six (6) year extension with implementation of vendor supported inventory control and invoicing of the security seals directly with vehicle dealers.</i>	<i>N/A</i>	<i>6/30/2024</i>

8	What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):			
	<i>This is a request to extend the contract for six (6) years with the implementation of the vendor supporting the inventory control and invoicing thereby eliminating the need to increase the “not to exceed” amount. The Department has dedicated considerable financial investment through the vehicle dealer industry in the system through the handling of the inventory process and the purchase of the security seals. Currently the Department of Motor Vehicles (DMV) purchases the security seals from the vendor and then resales them to the vehicle dealers at cost. This requires the vehicle dealers to visit a DMV office or mail in a request to obtain the seals. The DMV then enters the tracking numbers into both systems. The vendor has a secure inventory process that provides the security seals directly to the vehicle dealer with multiple invoicing options. This streamlines the availability of the seals for the vehicle dealers and reduces the duplication of inventory tracking between the vendor system and the state’s system. The DMV has invested significant time in the development of the relationship between the vehicle dealers and the vendor too. Design of the seals, implementation of the web based system, and training of the vehicle dealers delayed the implementation of the program until February 2015 although the contract commenced in June 2014. Continuing with the current vendor would be a more efficient use of our resources, fiscally responsible, and for the good of the state at this time.</i>			

9	What are the potential consequences to the State if the contract extension request is denied?			
	<i>The Department and the vehicle dealer industry have invested close to \$2.3 million with this vendor and their system. It took over six months in planning and training to implement the system and another six months for the vehicle dealer industry to become fully acquainted with the system. Denial of the contract extension would require the Department to re-solicit proposals with the possibility of a different vendor being approved. This will result in requiring additional time to plan, train, and implement a new system with the vehicle dealer industry; disrupting their business flow and increasing the cost of the program to them. Additionally, the Department will need a nine to twelve month extension with the current vendor in order to avoid potential loss of revenue and lack of secure temporary registrations being given to customers buying vehicles from vehicle industry dealers while completing a re-solicitation. This would require an increase in the not to exceed amount of the current contract. Without the program supplied by this contract, the</i>			

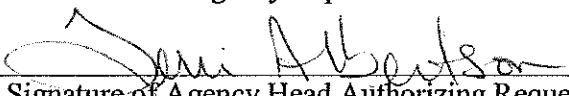
Department would not be able to track customers given temporary registrations to ensure the vehicles are properly registered and fees collected. Law enforcement would not be able to verify the temporary credentials issued as they do today. This puts the law enforcement officer in possible jeopardy if the temporary registration was fraudulently obtained.

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.


Signature of Agency Representative Initiating Request

Heidi Azevedo
Print Name of Agency Representative Initiating Request

4/12/18
Date


Signature of Agency Head Authorizing Request

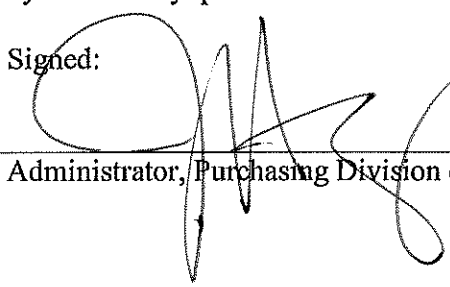
Terri Albertson
Print Name of Agency Head Authorizing Request

4-12-18
Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:


Administrator, Purchasing Division or Designee

5-5-2018
Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20978**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **4770-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-SA**Contractor Name: **BOARD OF REGENTS-SA**Address: **NSHE****2601 ENTERPRISE RD**City/State/Zip: **RENO, NV 89512**Contact/Phone: **FRANK WOODBECK 775/784-3409**Vendor No.: **D35000808**NV Business ID: **Government Entity**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 % Career Enhancement Program**Agency Reference #: **3258-20-RA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2019**Contract term: **1 year and 83 days**4. Type of contract: **Interlocal Agreement**Contract description: **Nursing Program**

5. Purpose of contract:

This is a new interlocal agreement to provide training in the healthcare field for recipients in the NV HOPE Project.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$239,250.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Agency does not have the skills set or expertise to provide services.

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

Agency does not have the skills set or expertise to provide services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

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:

De Salazar, Program Specialist Ph: 702-486-0541

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	08/23/2018 10:38:20 AM
Division Approval	rolso1	08/24/2018 14:21:52 PM
Department Approval	kdesoci1	08/24/2018 15:49:14 PM
Contract Manager Approval	kdesoci1	08/24/2018 15:49:19 PM
Budget Analyst Approval	tgreenam	08/29/2018 11:51:55 AM
BOE Agenda Approval	tgreenam	08/29/2018 11:52:15 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **18376**Amendment Number: **2**Agency Name: **DETR - ADMINISTRATIVE SERVICES**Legal Entity Name: **Geographic Solutions**Agency Code: **908**Contractor Name: **Geographic Solutions**Appropriation Unit: **3274-22**Address: **1001 Omaha Circle**Is budget authority available?: **Yes**City/State/Zip: **Palm Harbor, FL 34683-4036**

If "No" please explain: Not Applicable

Contact/Phone: **Paul Toomey 727-786-7955**Vendor No.: **T27039926**NV Business ID: **NV20161382911**To what State Fiscal Year(s) will the contract be charged? **2017-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

Agency Reference #: **RFP# 3199**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2017**Anticipated BOE meeting date **09/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **08/30/2021**Contract term: **4 years and 197 days**4. Type of contract: **Contract**Contract description: **Automated Workforce**

5. Purpose of contract:

This is the second amendment to the original contract which provides automated reporting and management information system that includes the hardware, software, implementation, maintenance and support to provide various self-service jobseeker and employer system modules for the Nevada Workforce agency offices. This amendment revises Attachment FF (milestones) and Attachment GG (invoicing); and increases the maximum amount from \$3,422,054 to \$3,473,994 due to an increased requirement of software licensing, a new system interface and a new single-sign on function.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,393,464.00	\$3,393,464.00	\$3,393,464.00	Yes - Action
a. Amendment 1:	\$28,590.00	\$28,590.00	\$28,590.00	Yes - Info
2. Amount of current amendment (#2):	\$51,940.00	\$51,940.00	\$80,530.00	Yes - Action
3. New maximum contract amount:	\$3,473,994.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Upgrading the current Statewide Automated Workforce System (SAWS) will provide improved program services to Nevada's jobseekers, employers, trainers and staff, reduce manual effort and inefficiencies, increase Federal and State compliance and upgrade antiquated technologies through the modernization of the current system.

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

No state agencies or employees have the equipment or the experience to provide these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3199, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/16/2015 Anticipated re-bid date: 09/01/2020

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

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	08/13/2018 16:21:37 PM
Division Approval	rolso1	08/23/2018 11:46:56 AM
Department Approval	kdesoci1	08/28/2018 14:56:42 PM

Contract Manager Approval	swilli31	08/28/2018 15:02:46 PM
EITS Approval	lolso3	08/28/2018 15:30:57 PM
Budget Analyst Approval	tgreenam	09/07/2018 11:15:59 AM
BOE Agenda Approval	tgreenam	09/07/2018 11:16:03 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20592**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B007 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Alpha-Omega Strategies, Inc.

Contractor Name: **Alpha-Omega Strategies, Inc.**Address: **840 S Rancho Drive #4-334**City/State/Zip: **Las Vegas, NV 89106**

Contact/Phone: Michael McDonald 702-810-9001

Vendor No.:

NV Business ID: NV19981197267

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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2020**Contract term: **1 year and 273 days**4. Type of contract: **Contract**Contract description: **Legislative Services**

5. Purpose of contract:

This is a new contract to provide lobbyist services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$72,000.00**

Payment for services will be made at the rate of \$3,428.57 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS Chapter 631 (631.190) requires the Nevada State Board of Dental Examiners to recommend the creation and/or amendment of laws regarding the practice of dentistry in the State of Nevada. To complete this legislative requirement, it is a necessity for the Board to receive expert advice on Legislative affairs. In addition, the issues require special skills, expertise and knowledge of an experienced legislative liaison to assure optimal results for the Board and the citizens it serves.

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

Assistance is needed in the planning and dissemination of information to legislative members with the expertise and required knowledge of the Nevada Legislature. The Board requires the availability, expertise and knowledge that can be uniquely performed by the Contractor.

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):

William Horne
Michael McDonald
Richard Perkins

b. Solicitation Waiver: **Not Applicable**

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

The Board reviewed the proposals of all vendors and selected this vendor at their May 11, 2018 meeting based on the scope of work provided.

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	vwind1	09/04/2018 14:47:31 PM
Division Approval	vwind1	09/04/2018 14:47:34 PM
Department Approval	vwind1	09/04/2018 14:47:37 PM
Contract Manager Approval	vwind1	09/04/2018 14:47:40 PM
Budget Analyst Approval	lfree1	09/10/2018 17:40:01 PM
BOE Agenda Approval	lfree1	09/10/2018 17:42:32 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21042**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B007 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Lee A. Drizin, Chtd**Contractor Name: **Lee A. Drizin, Chtd**Address: **2460 Professional Court Suite 110**City/State/Zip: **Las Vegas, NV 89128**Contact/Phone: **lee@leedrizin.com 702-798-4955**

Vendor No.:

NV Business ID: **NV20031316720**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 % 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 **07/01/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **Yes**

If "Yes", please explain

Memo included with contract for retroactive date of 7/1/2018 due to filing of lawsuit in District Court3. Termination Date: **06/30/2019**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract for outside legal counsel pertaining to a lawsuit filed against members of the Board as well as the Board's counsel.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00**

Payment for services will be made at the rate of \$300.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 631.190

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

NRS 631.190 allows the Dental Board to hire outside legal counsel services for expertise that current staff 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 Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	vwind1	09/04/2018 14:14:36 PM
Division Approval	vwind1	09/04/2018 14:14:39 PM
Department Approval	vwind1	09/04/2018 14:14:43 PM
Contract Manager Approval	vwind1	09/04/2018 14:14:47 PM
Budget Analyst Approval	lfree1	09/10/2018 17:55:47 PM
BOE Agenda Approval	lfree1	09/14/2018 17:03:52 PM
BOE Final Approval	Pending	

Nevada State Board of Dental Examiners



6010 S. Rainbow Boulevard, Building A, Suite 1 • Las Vegas, Nevada 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

September 10, 2018

State of Nevada
Board of Examiners

Re: Retro-active Contract/Lee Drizin, Esq. & Associates

Dear Distinguished Members:

On or about June 26, 2018, the Nevada State Board of Dental Examiners received a copy of a lawsuit filed in Clark County District Court by Adrian Ruiz, DDS along with an order shortening time. The lawsuit was filed against the Nevada State Board of Dental Examiners as well as the Board's Executive Director, in-house General Counsel and the Disciplinary Screening Officer. In light of the in-house counsel being named personally, the Board opted to seek outside counsel to handle this matter. Mr. Drizin preparation began on or about July 1, 2018 due to the order shortening time hearing scheduled for July 12, 2018. Thereafter, the Board was informed of another lawsuit filed by Abbey Dental, Michael Khanna, DDS and Lawrence Drake, DDS which personally named in-house counsel as well as the Executive Director, one Board Member and the Disciplinary Screening Officer. Mr. Drizin is representing the Board in this matter as well.

On July 12, 2018 the hearing was held and the Board prevailed in the lawsuit filed by Dr. Ruiz but was advised Dr Ruiz will be appealing the decision.

On July 13, 2018, the Board at a properly notice meeting approved the contract between the Lee Drizin, Esq. & Associates. On August 6, 2018, I forwarded the executed contract along with exhibits to Sophia Long, DAG for review and signature.

On or about August 31, 2018, the contracts were returned to the Board office and forwarded to your office for consideration.

Respectfully, the Board requests this contract be retro-active to July 1, 2018 due to preparation for the hearing held on July 12, 2018 and the hearing regarding Abbey Dental, Michael Khanna, DDS and Lawrence Drake, DDS which was originally scheduled for September 7, 2018 and continued to September 14, 2018.

Should you need anything further please do not hesitate to contact me at (702) 486-7044 or by email at dashafer@nsbde.nv.gov.

Sincerely,

A handwritten signature in blue ink, reading "Debra Shaffer-Kugel".

Debra Shaffer-Kugel, Executive Director
Nevada State Board of Dental Examiners

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE FUND	LEGAL WINGS, INC.	GENERAL	\$20,000	
	Contract Description:	This is the second amendment to the original contract which provides messenger and filing services of legal documents in various courts. This amendment increases the maximum amount from \$45,000 to \$65,000 due to the increase in need for this service.				
		Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16656		
2.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	MSB ENERGY ASSOCIATES, INC.	FEE: REGULATORY ASSESSMENTS	\$375,000	Professional Service
	Contract Description:	This is a new contract to provide expert witness related to utility company resource acquisition plans and cost recovery including, utility integrated resource plans, energy supply plans and related matters.				
		Term of Contract:	11/01/2018 - 10/31/2022	Contract # 21009		
3.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	COUNTY OF WASHOE DBA WASHOE COUNTY SHERIFFS OFFICE	FEE: REVENUE	\$100,000	
	Contract Description:	This is a new revenue interlocal contract to provide for the Victim Information and Notification System. The entities that utilize this system will cost share with the Office of the Attorney General.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20979		
4.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	MARQUIS AURBACH COFFING P.C.	OTHER: TORT CLAIM FUND	\$25,500	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides outside special counsel for the defense of legal proceedings filed against the Department of Corrections, where a conflict of interest has arisen in the representation of the defendants. This amendment increases the maximum amount from \$45,000 to \$70,500 due to an unexpected increase in the need for services.				
		Term of Contract:	01/05/2016 - 12/31/2019	Contract # 17383		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	JOE BENIGNO'S TREE SERVICE, INC.	OTHER: BUILDING AND GROUNDS BUILDING RENTAL INCOME REVENUE	\$60,000	
	Contract Description:	This is a new contract to provide ongoing arborist, tree removals, trimming, landscaping and planting as requested and approved by Buildings and Grounds Division.				
		Term of Contract:	11/01/2018 - 09/30/2022	Contract # 21019		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	SUMMERSCAPE, LLC	OTHER: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$70,000	
	Contract Description:	This is a new contract to provide snow removal, labor and materials to state owned building in northern Nevada as requested by the Buildings and Grounds Division.				
		Term of Contract:	Upon Approval - 09/30/2022	Contract # 20962		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	CORE CONSTRUCTION SERVICES OF NEVADA, INC.	BONDS 49% OTHER: NEVADA SYSTEM OF HIGHER EDUCATION FUNDS 51%	\$1,581,229	Professional Service
	Contract Description:	This is the first amendment to the original Owner Construction Manager at Risk Agreement which provides services for the University of Nevada, Reno William N. Pennington Engineering Building CIP project: Project No. 17-C06; SPWD Contract No. 111930. This amendment increases the maximum amount from \$78,850,138 to \$80,431,367 to include the cost of approved project change orders.				
		Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20144		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	AINSWORTH ASSOCIATES DBA MECHANICAL ENGINEERS	BONDS	\$435,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Lovelock Correctional Center Underground Piping and Boiler Replacement CIP project to include design and bid documents, as well as construction administration services required for the new underground hot water piping distribution systems: CIP Project No. 15-M03; SPWD Contract No. 112158.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 20985		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	KITTRELL GARLOCK & ASSOCIATES DBA KGA ARCHITECTURE	GENERAL	\$390,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Grant Sawyer Office Building Feasibility Studies and Programming Services CIP project, to include a property condition assessment, program needs assessment, project cost report and a final project proposal presentation document: CIP No. 17-S04-7; SPWD Contract No. 112173.				
		Term of Contract:	Upon Approval - 06/30/2021	Contract # 21032		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	LG ARCHITECTS, INC. DBA LGA	OTHER: AGENCY FUNDED CIP	(\$266,100)	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides professional architectural/engineering services for the advance planning of the Boulder City Nevada State Railroad Museum Visitor's Center Advance Planning CIP project: CIP Project No. 17-A009; SPWD Contract No. 111001. This amendment decreases the maximum amount from \$430,100 to \$164,000 due to deleting the Design Development and Construction Documents from the original contract.				
		Term of Contract:	04/11/2017 - 06/30/2021	Contract # 18481		
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	LUMOS & ASSOCIATES, INC.	FEDERAL	\$188,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Army Aviation Support Facility - Apron Upgrades CIP Project to include design, development and bidding documents for the reconstruction of the existing apron at the AASF located in Reno: CIP Project No. 18-A034; SPWD Contract No. 112128.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 20971		
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	UTAH NEW VISION CONSTRUCTION, LLC	OTHER: VARIOUS	\$250,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing professional third party commissioning services on an as needed basis: SPWD Contract No. 112160.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 20988		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	087	DEPARTMENT OF ADMINISTRATION - DIRECTOR'S OFFICE	CIVIC PLUS, INC.	OTHER: SETTLEMENT FUNDS	\$61,778	
	Contract Description:	This is a new contract to provide Mobile Device Notification Services statewide to employee's personal mobile devices on an as needed, alert messaging basis.				
		Term of Contract:	Upon Approval - 10/31/2021	Contract # 21047		
14.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	NOR CAL BATTERY COMPANY	FEE: USER	\$217,917	
	Contract Description:	This is the third amendment to the original contract which provides replacement of existing battery systems, rack and ancillary equipment. This amendment increases the maximum amount from \$1,037,568 to \$1,255,485 due to the addition of two battery replacement sites.				
		Term of Contract:	12/08/2015 - 06/30/2020	Contract # 17190		
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	M. JENSEN CONSULTING, LLC	GENERAL 50% FEDERAL 50%	\$92,000	FORMER EMPLOYEE
	Contract Description:	This is a new contract to provide administrative oversight until the current recruitment is fulfilled. Once the new administrator is hired, the contractor will work part-time on an as needed basis for consultation of specialized knowledge of the Division. RELATES TO AGENDA ITEM 6, A.				
		Term of Contract:	10/30/2018 - 04/30/2019	Contract # 20995		
16.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	PUBLIC CONSULTING GROUP, INC.	GENERAL 30% FEDERAL 70%	\$1,109,328	Sole Source
	Contract Description:	This is a new contract which continues to provide ongoing web-based cost allocation services.				
		Term of Contract:	11/01/2018 - 06/30/2023	Contract # 21008		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - TEMPORARY ASSISTANCE FOR NEEDY FAMILIES	REGIONAL TRANSPORTATION COMMISSION	GENERAL 3% FEDERAL 97%	\$800,000	
	Contract Description:	This is the first amendment to the original interlocal agreement which provides ongoing bus passes to eligible Temporary Assistance for Needy Families and Supplemental Nutrition Assistance Program employment and training participants, who must participate in work activities as a condition of receiving benefits. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$2,560,000 to \$3,360,000 due to the continued need for these services.				
		Term of Contract:	07/05/2017 - 06/30/2022	Contract # 18456		
18.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - WELFARE FIELD SERVICES	FAAD JANITORIAL, INC.	GENERAL 31% FEDERAL 69%	\$75,962	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Fallon District Office five nights a week.				
		Term of Contract:	11/01/2018 - 10/31/2022	Contract # 20778		
19.	550	DEPARTMENT OF AGRICULTURE - LIVESTOCK INSPECTION	EWELL EDUCATIONAL SERVICES, INC.	FEE: LIVESTOCK AND PLANT INSPECTION	\$473,173	Sole Source
	Contract Description:	This is a new contract to implement an approved technology investment which provides an automated web-based system for plant and livestock industry inspections, registrations, and fee collections.				
		Term of Contract:	10/31/2018 - 10/30/2022	Contract # 20852		
20.	655	DEPARTMENT OF PUBLIC SAFETY - CENTRAL REPOSITORY FOR NEVADA RECORDS OF CRIMINAL HISTORY	IDEMIA IDENTITY AND SECURITY USA, LLC	FEE: REVENUE	\$20,000,000	
	Contract Description:	This is a new revenue contract that provides on-going services for the electronic transmissions of fingerprint-based background checks to the Division in Carson City from all local government, private agencies and fingerprinting sites.				
		Term of Contract:	01/01/2019 - 12/31/2023	Contract # 21020		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP-NON-EXEC	DYER ENGINEERING CONSULTANTS, INC.	BONDS 25% FEDERAL 75%	\$147,372	Professional Service
	Contract Description:	This is the third amendment to the original contract which provides professional engineering and construction of a boat launch facility. This amendment extends the termination date from January 31, 2019 to January 31, 2020 and increases the maximum amount from \$190,900.00 to \$338,272.50 due to design changes.				
		Term of Contract:	01/13/2015 - 01/31/2020	Contract # 16253		
22.	702	DEPARTMENT OF WILDLIFE - HABITAT	GREAT BASIN INSTITUTE	FEE: 50% HABITAT CONSERVATION 50% UPLAND GAME STAMP	\$80,000	
	Contract Description:	This is a new contract to provide post-fire upland habitat restoration projects at guzzler locations at Kane Springs and Gold Butte.				
		Term of Contract:	Upon Approval - 07/31/2022	Contract # 19446		
23.	702	DEPARTMENT OF WILDLIFE - HABITAT	HUMBOLDT WATERSHED COOPERATIVE WEED MANAGEMENT AREA	FEE: HABITAT CONSERVATION	\$40,000	
	Contract Description:	This is the first amendment to the original contract which provides weed infestation treatment on private lands in the Humboldt Watershed. This amendment increases the maximum amount from \$30,000 to \$70,000 due to an overall increase of invasive weeds to be treated.				
		Term of Contract:	10/09/2017 - 07/30/2020	Contract # 19283		
24.	702	DEPARTMENT OF WILDLIFE - HABITAT	LINCOLN COUNTY, TRI COUNTY WEED CONTROL PROJECT	FEE: 35.7% DUCK STAMP, 28.6% HABITAT CONSERVATION AND 35.7% UPLAND GAME STAMP	\$120,000	
	Contract Description:	This is a new Intrastate contract to provide labor and equipment for weed control and weed mapping at Steptoe Valley Wildlife Management Area, Wayne E. Kirch Wildlife Management Area, Key Pittman Wildlife Management Area and Locke Ranch State Property.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 20989		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-NON-EXEC	UNITED STATES DEPARTMENT OF THE INTERIOR	OTHER: JOINT FUNDING AGREEMENT	\$300,000	
	Contract Description:	This is a new joint funding agreement to fund a study of the hydraulic connectivity and bulk hydraulic properties of carbonate-rock and basin-fill aquifers in the vicinity of Big Springs and the Johnson Springs Wetland Complex in Goshute Valley.				
	Term of Contract:	Upon Approval - 09/30/2021	Contract # 21064			
26.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	WINDSOR SOLUTIONS IN NEVADA, INC.	FEDERAL	\$300,000	
	Contract Description:	This is the first amendment to the original contract which provides information technology system services to participate in the Federal Environmental Exchange Network. This amendment increases the maximum amount from \$800,000 to \$1,100,000 to include additional data flows.				
	Term of Contract:	10/01/2016 - 09/30/2020	Contract # 18042			
27.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	Q-MATIC CORPORATION	HIGHWAY	\$706,198	
	Contract Description:	This is a new contract to provide a customer queue system for twelve Field Service Offices. The first six months is a no-cost pilot, effective October 9, 2018 up to April 9, 2019, to be performed at Reno Galletti Field Service Office. Successful completion of the pilot will allow the implementation statewide and continue the contract term of four years.				
	Term of Contract:	10/09/2018 - 08/30/2024	Contract # 21044			
28.	810	DEPARTMENT OF MOTOR VEHICLES - ADMINISTRATIVE SERVICES	OPSEC SECURITY, INC.	HIGHWAY	\$761,258	
	Contract Description:	This is the second amendment to the original contract which provides for contractor-provided and supported automated dealer placard issuance process. The approved technology investment system provides the ability to print a vehicle temporary tag at a licensed vehicle dealer and record the issuance in a state-owned-database. This amendment increases the maximum amount from \$2,292,500 to \$3,053,758 due to the increased need for these services.				
	Term of Contract:	06/12/2014 - 06/30/2019	Contract # 15604			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	BOARD OF REGENTS-SYSTEM ADMINISTRATION	CAREER ENHANCEMENT PROGRAM	\$239,250	
	Contract Description:	This is a new interlocal agreement to provide training in the healthcare field for recipients in the NV HOPE Project.				
		Term of Contract:	10/09/2018 - 12/31/2019	Contract # 20978		
30.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - INFORMATION DEVELOPMENT AND PROCESSING	GEOGRAPHIC SOLUTIONS	FEDERAL	\$51,940	
	Contract Description:	This is the second amendment to the original contract which provides automated reporting and management information system that includes the hardware, software, implementation, maintenance and support to provide various self-service jobseeker and employer system modules for the Nevada Workforce agency offices. This amendment revises Attachment FF (milestones) and Attachment GG (invoicing); and increases the maximum amount from \$3,422,054 to \$3,473,994 due to an increased requirement of software licensing, a new system interface and a new single-sign on function.				
		Term of Contract:	02/14/2017 - 08/30/2021	Contract # 18376		
31.	B007	LICENSING BOARDS AND COMMISSIONS - DENTAL EXAMINERS	ALPHA-OMEGA STRATEGIES, INC.	FEE: LICENSING	\$72,000	
	Contract Description:	This is a new contract to provide lobbyist services.				
		Term of Contract:	Upon Approval - 06/30/2020	Contract # 20592		
32.	B007	LICENSING BOARDS AND COMMISSIONS - DENTAL EXAMINERS	LEE A. DRIZIN, CHTD	FEE: LICENSING	\$70,000	Professional Service
	Contract Description:	This is a new contract for outside legal counsel pertaining to a lawsuit filed against members of the Board as well as the Board's counsel.				
		Term of Contract:	07/01/2018 - 06/30/2019	Contract # 21042		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20897**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Bamboo Sunrise, LLC
Agency Code:	MSA	Contractor Name:	Bamboo Sunrise, LLC
Appropriation Unit:	9999 - All Categories	Address:	98 E. Lake Mead Pkwy Suite 302
Is budget authority available?:	Yes	City/State/Zip	Henderson, NV 89015
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Flynn 702-433-3038
		Vendor No.:	T32005036
		NV Business ID:	NV20111717709

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 09/2018

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, therapy and treatment level foster care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	08/14/2018 15:32:46 PM
Division Approval	jthom17	08/14/2018 15:32:49 PM
Department Approval	jthom17	08/14/2018 15:32:51 PM
Contract Manager Approval	mstewa10	09/11/2018 12:29:17 PM
Budget Analyst Approval	aurruty	09/18/2018 11:53:11 AM
BOE Agenda Approval	nhovden	09/18/2018 12:15:18 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21026**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DOSHEEN COOK, Ph.D.**Contractor Name: **DOSHEEN COOK, Ph.D.**Address: **5595 KIETZKE LN STE 104**City/State/Zip: **RENO, NV 89511**Contact/Phone: **dosheencook@hushmail.com 775-737-9890**Vendor No.: **T27031820**NV Business ID: **NV20121653742**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RM167**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **10/2018**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 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: **\$250,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

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	08/31/2018 10:55:03 AM
Division Approval	mstewa10	08/31/2018 10:55:05 AM
Department Approval	mstewa10	08/31/2018 10:55:07 AM
Contract Manager Approval	mstewa10	08/31/2018 10:55:10 AM
Budget Analyst Approval	aurruty	09/11/2018 13:54:25 PM
BOE Agenda Approval	lfree1	09/11/2018 14:35:19 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: Paul Nicks, Acting Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: September 6, 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 Employment, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 500 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 providers as possible to submit a Statement of Qualification for evaluation and to execute contracts by the September 11, 2018 Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse. Unfortunately, several providers were unable to provide their information in time to meet internal deadlines.

We therefore request that these contracts be accepted with a retroactive start date of July 1, 2018 in order to assure continued services.

A handwritten signature in black ink, appearing to read "Jeffrey Haag".
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 CONTRACT1. Contract Number: **21093**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Daniel Sussman, M.D.

Contractor Name: **Daniel Sussman, M.D.**Address: **4205 Mont Blanc Way**City/State/Zip **Mount Charleston , NV 89124**

Contact/Phone: Daniel Sussman 702-493-5203

Vendor No.: T29037021

NV Business ID: NV20151641521

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/27/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements by 6/30/18, to be replaced by new contracts, following Board of Examiners' approval guidelines. The existing providers for two juvenile justice facilities in Southern Nevada abruptly discontinued their services leaving these facilities without a psychiatric services provider. In order to continue critical care services, a retroactive start date to 8/27/18 is requested.

3. Termination Date: **06/30/2022**Contract term: **3 years and 308 days**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: **\$2,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Division of Public and Behavioral Health; 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	mstewa10	09/17/2018 12:53:34 PM
Division Approval	mstewa10	09/17/2018 12:53:36 PM
Department Approval	mstewa10	09/17/2018 12:53:38 PM
Contract Manager Approval	mstewa10	09/17/2018 12:53:42 PM
Budget Analyst Approval	aurruty	09/17/2018 16:27:49 PM
BOE Agenda Approval	nhovden	09/17/2018 16:43:19 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

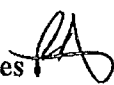


Richard Whitley
Director

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: September 5, 2018
TO: Jeffrey Haag, Administrator, Purchasing Division
FROM: Ross Armstrong, Administrator, Division of Child and Family Services 
RE: DCFS Retroactive Master Services Agreement Contract Request for Dr. Daniel Sussman

A retroactive Master Services Contract effective August 27, 2018 is requested between the Division of Child and Family Services and Dr. Daniel Sussman, MD to continue to provide psychiatric treatment services for youth at two Juvenile Justice facilities, Summit View Youth Center and Caliente Youth Center.

Originally the Summit View Youth Center and the Caliente Youth Center had individual contracts via Provider Agreements for psychiatric and treatment services for youth at their respective facilities. The provider for the Summit View Youth Center decided to abruptly terminate all services upon the termination of all provider agreements. The provider for the Caliente Youth Center recently decided to terminate all services during completing the RFQ process in the NevadaEPro system.

The agency began searching for potential replacements immediately upon notice from each vendor, including contracting the 11 vendors identified in the respective RFQ for these services and four more not included in the respective RFQ but identified by program staff as potential vendors. Only two of the 15 vendors contacted showed interest in developing a contract with either facility. One of those vendors has since decided to not pursue a contract, leaving Dr. Sussman as the only vendor willing to contract for these services. Fortunately, Dr. Sussman is willing to provide services at both facilities and is currently completing the RFQ process.

Dr. Sussman has previously provided services for the Southern Nevada Adult Mental Health facility under the Division of Public and Behavioral Health, and both SNAMH and DPBH provided exemplary feedback regarding Dr. Sussman. DCFS has also had one-on-one meetings with Dr. Sussman and the division believes he will be a good fit for both Juvenile Justice facilities. DPBH is not currently

contracting with Dr. Sussman as they have not had a need for his services since their previous contract expired in October 2016. Considering the critical nature of these services, including the immediate need for medication management, DCFS is requesting retroactive approval for a Master Service Agreement contract with Dr. Sussman effective August 27, 2018.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at (775) 684-4440 or Ross.Armstrong@dcfs.nv.gov.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21027**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	FREEDOM BYRD LLC.
Agency Code:	MSA	Contractor Name:	FREEDOM BYRD LLC DBA HOME HELPERS & DIRECT LINK OF HENDERSON
Appropriation Unit:	9999 - All Categories	Address:	441 CADENCE VIEW WAY
Is budget authority available?:	Yes	City/State/Zip	HENDERSON, NV 89011-5338
If "No" please explain:	Not Applicable	Contact/Phone:	888/830-2259
		Vendor No.:	T27041465
		NV Business ID:	NV20121221699

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: **RM167**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **10/2018**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 home making services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

No b. If "No", please explain:

Contractor name is a DBA of the Legal Entity.

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/31/2018 10:54:15 AM
Division Approval	mstewa10	08/31/2018 10:54:17 AM
Department Approval	mstewa10	08/31/2018 10:54:19 AM
Contract Manager Approval	mstewa10	08/31/2018 10:54:21 AM
Budget Analyst Approval	aurruty	09/17/2018 18:32:24 PM
BOE Agenda Approval	nhovden	09/18/2018 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: Paul Nicks, Acting Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: September 6, 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 Employment, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 500 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 providers as possible to submit a Statement of Qualification for evaluation and to execute contracts by the September 11, 2018 Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse. Unfortunately, several providers were unable to provide their information in time to meet internal deadlines.

We therefore request that these contracts be accepted with a retroactive start date of July 1, 2018 in order to assure continued services.

A handwritten signature in dark ink, appearing to read "Jeffrey Haag", written over a horizontal line.
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 CONTRACT1. Contract Number: **20729**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	HEALTH AND HUMAN SERVICES FOUNDATION
Agency Code:	MSA	Contractor Name:	HEALTH AND HUMAN SERVICES FOUNDATION
Appropriation Unit:	9999 - All Categories	Address:	1200 ROCK BLVD #3
Is budget authority available?:	Yes	City/State/Zip	SPARKS, NV 89431
If "No" please explain:	Not Applicable	Contact/Phone:	775/762-6048
		Vendor No.:	T29038976A
		NV Business ID:	NV20101136719

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: 107-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 09/2018

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 community based living and 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: **\$1,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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	08/07/2018 15:58:58 PM
Division Approval	mstewa10	08/07/2018 15:59:00 PM
Department Approval	mstewa10	08/07/2018 15:59:02 PM
Contract Manager Approval	mstewa10	09/11/2018 12:28:43 PM
Budget Analyst Approval	aurruty	09/18/2018 11:24:46 AM
BOE Agenda Approval	nhovden	09/18/2018 12:05:31 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20725**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	IN KARING ARMS, INC.
Agency Code:	MSA	Contractor Name:	IN KARING ARMS, INC.
Appropriation Unit:	9999 - All Categories	Address:	3052 BALCONES FAULT AVE
Is budget authority available?:	Yes	City/State/Zip	NORTH LAS VEGAS, NV 89081-6409
If "No" please explain:	Not Applicable	Contact/Phone:	702/236-6158
		Vendor No.:	T27041141
		NV Business ID:	NV20161157612

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 09/2018

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 in-home medical and 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: **\$150,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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	08/07/2018 16:01:14 PM
Division Approval	mstewa10	08/07/2018 16:01:19 PM
Department Approval	mstewa10	08/07/2018 16:01:25 PM
Contract Manager Approval	mstewa10	09/11/2018 12:29:02 PM
Budget Analyst Approval	aurretty	09/18/2018 11:42:46 AM
BOE Agenda Approval	nhovden	09/18/2018 12:14:07 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20937**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WAYFINDER FAMILY SERVICES**Contractor Name: **JUNIOR BLIND OF AMERICA**Address: **5300 ANGELES VISTA BLVD**City/State/Zip: **VIEW PARK, CA 90043-1648**Contact/Phone: **800/295-4555**Vendor No.: **T27040139**NV Business ID: **NV20131432173**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: **167-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 **10/2018**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 vocational 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. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Non-profit Corporation

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

No b. If "No", please explain:

Contractor name was changed to legal entity name in January 2018.

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	jthom17	08/14/2018 16:32:09 PM
Division Approval	jthom17	08/14/2018 16:32:11 PM
Department Approval	jthom17	08/14/2018 16:32:15 PM
Contract Manager Approval	jthom17	08/14/2018 16:32:18 PM
Budget Analyst Approval	aurruty	09/11/2018 10:16:00 AM
BOE Agenda Approval	lfree1	09/11/2018 14:01:15 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20765**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Johnson Group Care, Inc.

Contractor Name: **Johnson Group Care, Inc.**Address: **1895 Carville Dr
1240 E. 10th Street**City/State/Zip: **Reno, NV 89512**

Contact/Phone: Peggy Montgomery 775-240-0130

Vendor No.: T80942316

NV Business ID: NV20101882160

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 09/2018

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 group medical 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: **\$6,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/09/2018 09:35:46 AM
Division Approval	mstewa10	08/09/2018 09:35:48 AM
Department Approval	mstewa10	08/09/2018 09:35:51 AM
Contract Manager Approval	mstewa10	09/11/2018 12:27:53 PM
Budget Analyst Approval	aurrutu	09/18/2018 11:37:05 AM
BOE Agenda Approval	nhovden	09/18/2018 12:13:03 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20769**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Maple Star Nevada**Contractor Name: **Maple Star Nevada**Address: **4773 Caughlin Parkway Suite 2**City/State/Zip: **Reno, NV 89519**Contact/Phone: **Antoinette Poulson 775-677-2216**Vendor No.: **T80990386**NV Business ID: **NV19941085161**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 10/2018

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 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: **\$5,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 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	08/09/2018 09:44:47 AM
Division Approval	mstewa10	08/09/2018 09:44:49 AM
Department Approval	mstewa10	08/09/2018 09:44:51 AM
Contract Manager Approval	rmille8	09/11/2018 15:23:45 PM
Budget Analyst Approval	aurruty	09/11/2018 16:26:31 PM
BOE Agenda Approval	lfree1	09/12/2018 08:18:43 AM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21011**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	NEVADA OPTICAL
Agency Code:	MSA	Contractor Name:	NEVADA OPTICAL
Appropriation Unit:	9999 - All Categories	Address:	840 S RANCHO DR STE 1
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89106-3803
If "No" please explain:	Not Applicable	Contact/Phone:	Betty Williams 702/870-5911
		Vendor No.:	T29032168
		NV Business ID:	NV20101074436

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: RM107

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide optometry services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/30/2018 11:37:16 AM
Division Approval	mstewa10	08/30/2018 11:37:18 AM
Department Approval	mstewa10	08/30/2018 11:37:20 AM
Contract Manager Approval	mstewa10	08/30/2018 11:37:22 AM
Budget Analyst Approval	aurruty	09/12/2018 09:49:10 AM
BOE Agenda Approval	lfree1	09/12/2018 09:57:50 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: Paul Nicks, Acting Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: September 6, 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 Employment, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 500 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 providers as possible to submit a Statement of Qualification for evaluation and to execute contracts by the September 11, 2018 Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse. Unfortunately, several providers were unable to provide their information in time to meet internal deadlines.

We therefore request that these contracts be accepted with a retroactive start date of July 1, 2018 in order to assure continued services.

A handwritten signature in black ink, appearing to read "Jeffrey Haag", written over a horizontal line.
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 CONTRACT1. Contract Number: **20098**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Nader Rouhani, D.O., P.C.**Contractor Name: **Nader Rouhani, D.O., P.C.**Address: **6161 W. Charleston Blvd.**City/State/Zip: **Las Vegas, NV 89146**Contact/Phone: **Nader Rouhani 702325-1025**Vendor No.: **T27037820**NV Business ID: **NV20121542012**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 10/2018

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 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 internal medicine services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/16/2018 16:29:53 PM
Division Approval	mstewa10	05/16/2018 16:29:55 PM
Department Approval	mstewa10	05/16/2018 16:29:58 PM
Contract Manager Approval	mstewa10	05/16/2018 16:30:01 PM
Budget Analyst Approval	aurruty	09/11/2018 10:44:20 AM
BOE Agenda Approval	lfree1	09/11/2018 14:05:08 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21005**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Orange Pedal Cycling, Inc.
Agency Code:	MSA	Contractor Name:	Orange Pedal Cycling, Inc.
Appropriation Unit:	9999 - All Categories	Address:	1185 California Ave., Suite H
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	Dr. Patricia A. Pizzano Miraglia 775-870-1636
		Vendor No.:	T29038827
		NV Business ID:	NV20161400273

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 273 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.

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:

These 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. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/31/2018 10:11:06 AM
Division Approval	mstewa10	08/31/2018 10:11:08 AM
Department Approval	mstewa10	08/31/2018 10:11:10 AM
Contract Manager Approval	tsmit2	08/31/2018 10:29:37 AM
Budget Analyst Approval	aurruty	09/12/2018 09:08:22 AM
BOE Agenda Approval	lfree1	09/12/2018 09:45:21 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21029**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ROBERT W. WILDMAN II**Contractor Name: **ROBERT W. WILDMAN II**Address: **100 N. Arlington Ave, Ste 340**City/State/Zip: **Reno, NV 89501**Contact/Phone: **Robert Wildman 775-544-2191**Vendor No.: **T27042431**NV Business ID: **NV20141496767**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: **RM107**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 273 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide psychology and forensic assessment services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

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	08/31/2018 09:40:31 AM
Division Approval	mstewa10	08/31/2018 09:40:34 AM
Department Approval	mstewa10	08/31/2018 09:40:36 AM
Contract Manager Approval	mstewa10	08/31/2018 09:40:38 AM
Budget Analyst Approval	aurruty	09/11/2018 18:28:46 PM
BOE Agenda Approval	lfree1	09/12/2018 09:53:34 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 CONTRACT1. Contract Number: **20928**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Teresita V. Mayo
Agency Code:	MSA	Contractor Name:	St. Francis Care Home 7
Appropriation Unit:	9999 - All Categories	Address:	1560 Gateway Ave
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89104
If "No" please explain:	Not Applicable	Contact/Phone:	Teresita Mayo, Owner 702-586-1715
		Vendor No.:	T81202044
		NV Business ID:	NV20141694825

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: RM167

2. 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 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 created a backlog and many new contracts will not be approved before expiry of current agreements. Contract was re-submitted with corrections for October BOE.

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 and group home 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: **\$6,000,000.00****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? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is 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	09/18/2018 11:23:25 AM
Division Approval	mstewa10	09/18/2018 11:23:27 AM
Department Approval	mstewa10	09/18/2018 11:23:30 AM
Contract Manager Approval	mstewa10	09/18/2018 11:23:32 AM
Budget Analyst Approval	aurrutu	09/18/2018 11:34:26 AM
BOE Agenda Approval	nhovden	09/18/2018 12:04:08 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20903**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Tonie M Valesano, LCSW**Contractor Name: **Tonie M Valesano, LCSW**Address: **DBA All About You Counseling
8685 S. Eastern Ave.**City/State/Zip: **Las Vegas, NV 89123**Contact/Phone: **Tonie Valesano 702-754-0807**Vendor No.: **T29022588**NV Business ID: **NV20061423240**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 10/2018

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 counseling, psychosocial rehabilitation services and basic skills training services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	08/14/2018 15:40:31 PM
Division Approval	jthom17	08/14/2018 15:40:33 PM
Department Approval	jthom17	08/14/2018 15:40:37 PM
Contract Manager Approval	jthom17	08/14/2018 15:40:40 PM
Budget Analyst Approval	aurruty	09/11/2018 09:44:43 AM
BOE Agenda Approval	lfree1	09/11/2018 14:03:24 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21012**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	UNIVERSITY OF NEVADA LAS VEGAS - MEDICINE
Agency Code:	MSA	Contractor Name:	UNIVERSITY OF NEVADA LAS VEGAS - MEDICINE
Appropriation Unit:	9999 - All Categories	Address:	PO BOX 516558
Is budget authority available?:	Yes	City/State/Zip	LOS ANGELES, CA 90051-0596
If "No" please explain:	Not Applicable	Contact/Phone:	sheila.barela@unlv.edu 702/671-2213
		Vendor No.:	T29039422A
		NV Business ID:	NV20161355393

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: **RM167**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 10/2018

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 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: **\$14,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Non-profit Corporation

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

Yes

17. Not Applicable

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/30/2018 11:38:16 AM
Division Approval	mstewa10	08/30/2018 11:38:18 AM
Department Approval	mstewa10	08/30/2018 11:38:20 AM
Contract Manager Approval	mstewa10	08/30/2018 11:38:21 AM
Budget Analyst Approval	aurruty	09/11/2018 16:27:12 PM
BOE Agenda Approval	lfree1	09/12/2018 09:51:38 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: Paul Nicks, Acting Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: September 6, 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 Employment, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 500 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 providers as possible to submit a Statement of Qualification for evaluation and to execute contracts by the September 11, 2018 Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse. Unfortunately, several providers were unable to provide their information in time to meet internal deadlines.

We therefore request that these contracts be accepted with a retroactive start date of July 1, 2018 in order to assure continued services.

A handwritten signature in black ink, appearing to read "Jeffrey Haag", with a long horizontal flourish extending to the right.
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 CONTRACT1. Contract Number: **21010**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	UNIVERSITY OF NEVADA OF LAS VEGAS - MEDICINE
Agency Code:	MSA	Contractor Name:	UNIVERSITY OF NEVADA OF LAS VEGAS - MEDICINE
Appropriation Unit:	9999 - All Categories	Address:	PO BOX 516558
Is budget authority available?:	Yes	City/State/Zip	LOS ANGELES, CA 90051-0596
If "No" please explain:	Not Applicable	Contact/Phone:	702/671-2213
		Vendor No.:	T29039422A
		NV Business ID:	NV20161355393

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: **RM107**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **10/2018**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 services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Non-profit Corporation

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

Yes

17. Not Applicable

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/30/2018 11:37:46 AM
Division Approval	mstewa10	08/30/2018 11:37:49 AM
Department Approval	mstewa10	08/30/2018 11:37:51 AM
Contract Manager Approval	mstewa10	08/30/2018 11:37:53 AM
Budget Analyst Approval	aurruty	09/11/2018 16:36:32 PM
BOE Agenda Approval	lfree1	09/12/2018 09:48:20 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

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MEMORANDUM

To: Paul Nicks, Acting Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: September 6, 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 Employment, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 500 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 providers as possible to submit a Statement of Qualification for evaluation and to execute contracts by the September 11, 2018 Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse. Unfortunately, several providers were unable to provide their information in time to meet internal deadlines.

We therefore request that these contracts be accepted with a retroactive start date of July 1, 2018 in order to assure continued services.

A handwritten signature in black ink, appearing to read "Jeffrey Haag", written over a horizontal line.
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 CONTRACT1. Contract Number: **20996**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Warden Hawkins dba Western Rangeland Services

Contractor Name: **Warden Hawkins dba Western Rangeland Services**Address: **945 East 4500 North**City/State/Zip: **Buhl, ID 83316**

Contact/Phone: Ward Hawkins 208-308-2219

Vendor No.:

NV Business ID: NV20131083242

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/10/2019**Contract term: **213 days**4. Type of contract: **MSA**Contract description: **Fire Fuels Reduction**

5. Purpose of contract:

This is a new contract to reduce fire fuels and vegetation in various locations throughout the State. This contract is awarded for the following Scopes of Work: 4.1 Forest Management Hand Crew Services, 4.3 Forestry Equipment, 4.5 Seed Drills/Application, 4.6 Hauling Services, 4.7 Ground Seeders/Spreader and 4.9 Construction/Maintenance/Rehabilitation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,937,500.00**

Other basis for payment: payable within 30 days upon receipt of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

This RFQ is being awarded to 21 Vendors that qualified in the various scopes of work.

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

This contract provides fuels reduction services for agencies that do not have capability to do the work, and to assist when the volume of reduction services is such that staff cannot accomplish all work in a timely manner.

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):

Cross Check Services
Battle Born Tree Services
Bordges Timber Inc.

b. Solicitation Waiver: **Not Applicable**

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

This RFQ is being awarded to 21 Vendors that qualified in the various scopes of work.

d. Last bid date: 05/10/2010 Anticipated re-bid date: 03/04/2019

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?

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:

Nancy Feser, Purchasing Officer Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/31/2018 16:04:31 PM
Division Approval	mstewa10	08/31/2018 16:04:33 PM
Department Approval	mstewa10	08/31/2018 16:04:35 PM
Contract Manager Approval	mstewa10	08/31/2018 16:04:38 PM
Budget Analyst Approval	lfree1	09/07/2018 16:39:34 PM
BOE Agenda Approval	lfree1	09/07/2018 16:39:42 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20730**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	YOUR CHOICE BEHAVIORAL SERVICES, LLC
Agency Code:	MSA	Contractor Name:	YOUR CHOICE BEHAVIORAL SERVICES, LLC
Appropriation Unit:	9999 - All Categories	Address:	2755 E. DESERT INN RD.
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89121
If "No" please explain:	Not Applicable	Contact/Phone:	LARRY I. CLARKE 702/538-9474
		Vendor No.:	T29034890A
		NV Business ID:	NV20091563946

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: 107-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 09/2018

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: **\$150,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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	08/07/2018 15:44:23 PM
Division Approval	mstewa10	08/07/2018 15:44:28 PM
Department Approval	mstewa10	08/07/2018 15:44:30 PM
Contract Manager Approval	mstewa10	09/11/2018 12:28:06 PM
Budget Analyst Approval	aurruty	09/18/2018 11:37:44 AM
BOE Agenda Approval	nhovden	09/18/2018 12:12:07 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	BAMBOO SUNRISE, LLC	OTHER: VARIOUS	\$150,000	
	Contract Description:	This is a new contract to provide psychiatry, therapy and treatment level foster care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20897			
2.		VARIOUS STATE AGENCIES	DOSHEEN COOK, PH.D.	OTHER: VARIOUS	\$250,000	
	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 # 21026			
3.		VARIOUS STATE AGENCIES	DANIEL SUSSMAN, M.D.	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	08/27/2018 - 06/30/2022	Contract # 21093			
4.		VARIOUS STATE AGENCIES	FREEDOM BYRD LLC DBA HOME HELPERS & DIRECT LINK OF HENDERSON	OTHER: VARIOUS	\$200,000	
	Contract Description:	This is a new contract to provide personal care and home making services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21027			
5.		VARIOUS STATE AGENCIES	HEALTH AND HUMAN SERVICES FOUNDATION	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide community based living and support services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20729			
6.		VARIOUS STATE AGENCIES	IN KARING ARMS, INC.	OTHER: VARIOUS	\$150,000	
	Contract Description:	This is a new contract to provide in-home medical and personal care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20725			
7.		VARIOUS STATE AGENCIES	JUNIOR BLIND OF AMERICA	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide vocational rehabilitation services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20937			
8.		VARIOUS STATE AGENCIES	JOHNSON GROUP CARE, INC.	OTHER: VARIOUS	\$6,000,000	
	Contract Description:	This is a new contract to provide group medical care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20765			

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.		VARIOUS STATE AGENCIES	MAPLE STAR NEVADA	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide mental and behavioral health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20769		
10.		VARIOUS STATE AGENCIES	NEVADA OPTICAL	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide optometry services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21011		
11.		VARIOUS STATE AGENCIES	NADER ROUHANI, D.O., P.C.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide internal medicine services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20098		
12.		VARIOUS STATE AGENCIES	ORANGE PEDAL CYCLING, INC.	OTHER: VARIOUS	\$150,000	
	Contract Description:	This is a new contract to provide job development services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21005		
13.		VARIOUS STATE AGENCIES	ROBERT W. WILDMAN II	OTHER: VARIOUS	\$250,000	
	Contract Description:	This is a new contract to provide psychology and forensic assessment services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21029		
14.		VARIOUS STATE AGENCIES	ST. FRANCIS CARE HOME 7	OTHER: VARIOUS	\$6,000,000	
	Contract Description:	This is a new contract to provide residential, behavioral and community-based services and group home facility services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20928		
15.		VARIOUS STATE AGENCIES	TONIE M VALESANO, LCSW	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract to provide counseling, psychosocial rehabilitation services and basic skills training services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20903		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.		VARIOUS STATE AGENCIES	UNIVERSITY OF NEVADA, LAS VEGAS - MEDICINE	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to provide medical services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21010			
17.		VARIOUS STATE AGENCIES	UNIVERSITY OF NEVADA, LAS VEGAS - MEDICINE	OTHER: VARIOUS	\$14,000,000	
	Contract Description:	This is a new contract to provide behavioral services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21012			
18.		VARIOUS STATE AGENCIES	WARDEN HAWKINS DBA WESTERN RANGELAND SERVICES	OTHER: VARIOUS	\$10,937,500	
	Contract Description:	This is a new contract to reduce fire fuels and vegetation in various locations throughout the State. This contract is awarded for the following Scopes of Work: 4.1 Forest Management Hand Crew Services, 4.3 Forestry Equipment, 4.5 Seed Drills/Application, 4.6 Hauling Services, 4.7 Ground Seeders/Spreader and 4.9 Construction/Maintenance/Rehabilitation.				
	Term of Contract:	10/09/2018 - 05/10/2019	Contract # 20996			
19.		VARIOUS STATE AGENCIES	YOUR CHOICE BEHAVIORAL SERVICES, LLC	OTHER: VARIOUS	\$150,000	
	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 # 20730			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	015	GOVERNOR'S OFFICE - GOVERNOR'S OFFICE OF FINANCE - GOVERNOR'S FINANCE OFFICE	JANET MURPHY	GENERAL	\$24,750	FORMER EMPLOYEE
	Contract Description:	This is a new contract to provide part-time assistance with the preparation of the Governor's Executive Budget.				
		Term of Contract:	09/01/2018 - 01/07/2019	Contract # 20186		
2.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	DAVID HELLERSTEIN, MD PHD	OTHER: TORT CLAIM FUNDS	\$40,000	Professional Service
	Contract Description:	This is the third amendment to the original contract which provides ongoing expert witness assistance for lawsuits filed against the state involving questions of medical conditions and treatment for individuals in legal confinement within the Department of Corrections. The vendor will assist in providing a legal expert opinion by reviewing case files and preparing written reports, charts and summaries. Services will also entail possible testimony at depositions and trials. This amendment increases the maximum amount from \$55,000 to \$95,000 and changes the scope of work to increase the fee schedule.				
		Term of Contract:	08/01/2013 - 06/30/2021	Contract # 14812		
3.	050	TREASURER'S OFFICE - STATE TREASURER	TECHVANTA, LLC	OTHER: TREASURER'S ASSESSMENT	\$25,000	
	Contract Description:	This is a new contract to provide emergency information technology services to assist the agency with multiple in-house databases and web-based applications while it hires for two vacant IT professional positions.				
		Term of Contract:	08/23/2018 - 12/22/2018	Contract # 20986		
4.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	INNOVATIVE RESEARCH AND ANALYSIS, LLC	OTHER: TRANSFER FROM ENDOWMENT ACCOUNT	\$47,988	
	Contract Description:	This is a new contract to provide Financial Literacy consultant services to include formation and oversight of both a financial literacy coalition, an online clearinghouse and to develop criteria to evaluate, recommend and report on both current and future financial literacy programs.				
		Term of Contract:	09/13/2018 - 06/30/2020	Contract # 21051		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ACCURATE BUILDING MAINTENANCE, LLC	OTHER: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$18,777	
	Contract Description:	This is the fourth amendment to the original contract which provides janitorial services for the Grant Sawyer Building in Las Vegas. This amendment increases the maximum amount from \$1,158,629.60 to \$1,177,406.60 to fund this contract until a new contract is bid in September 2018.				
		Term of Contract:	08/31/2013 - 11/30/2018	Contract # 14658		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	AIR SYSTEMS SERVICE & CONSTRUCTION	OTHER: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME REVENUE	\$20,000	
	Contract Description:	This is the first amendment to the original contract which provides heating, ventilation and air conditioning inspections and maintenance services for the Early Intervention facility in Reno. This amendment increases the maximum amount from \$28,580 to \$48,580 to cover the cost of extra services that were inadvertently omitted from the original contract.				
	Term of Contract:	01/01/2018 - 11/30/2021	Contract # 19551			
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC.	OTHER: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$12,896	
	Contract Description:	This is the second amendment to the original contract that continues ongoing janitorial services for the Department of Motor Vehicles office in Reno. This amendment extends the termination date from August 31, 2018 to October 31, 2018 and increases the maximum amount from \$91,387.86 to \$104,283.87 to allow additional time to incorporate new request for purchase processes and procedures being implemented by the Purchasing Division.				
	Term of Contract:	09/01/2017 - 10/31/2018	Contract # 19153			
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	OVERHEAD DOOR COMPANY OF SIERRA NEVADA RENO	OTHER: BUILDINGS AND GROUNDS BUILDINGS AND GROUNDS RENT INCOME REVENUE	\$15,000	
	Contract Description:	This is a new contract to provide ongoing repair and maintenance services to all type of overhead doors, on an as-needed basis at the request and approval of a Buildings and Grounds designee.				
	Term of Contract:	11/01/2018 - 10/31/2022	Contract # 21013			
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	SELECT SERVICES	OTHER: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME REVENUE	\$45,000	
	Contract Description:	This is a new contract to provide arborist services, as needed, for state-owned buildings in southern Nevada.				
	Term of Contract:	09/06/2018 - 07/31/2022	Contract # 20574			
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	VEGAS VALLEY LOCKING SYSTEMS, INC.	OTHER: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$15,000	
	Contract Description:	This is a new contract which provides installation, repair and re-keying to doors and door hardware in state-owned buildings located in southern Nevada.				
	Term of Contract:	10/09/2018 - 07/31/2022	Contract # 20760			

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 - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	KAUTZ ENVIRONMENTAL CONSULTANTS, INC.	BONDS 49% OTHER: UNIVERSITY FUNDS 51%	\$11,789	Professional Service
	Contract Description:	This is a new contract to provide professional engineering/architectural services for the William N. Pennington Engineering Building Capital Improvement Plan (CIP) project to produce a historical narrative and architectural resource assessment of the nine properties on Evans Ave in Reno: CIP Project No. 17-C06; SPWD Contract no. 112165.				
	Term of Contract:	08/30/2018 - 06/30/2021	Contract # 20997			
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	CURTAINWALL DESIGN & CONSULTING, INC.	BONDS	\$11,667	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the University of Nevada, Reno - Davidson Math and Science Building Roofing Replacement/Inspections Capital Improvement Plan (CIP) project to include construction administration services, bidding documents and related roof consulting submittals: CIP Project No.17-S01-10F; SPWD Contract No. 112159.				
	Term of Contract:	09/06/2018 - 06/30/2021	Contract # 21041			
13.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	JBA CONSULTING ENGINEERS, INC.	BONDS	\$19,500	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Campos Building - Fire Pump Capital Improvement Plan (CIP) project which includes design and bid documents, as well as construction administration services to remove and replace the existing diesel fire pump for the facility: CIP Project No. 15-S03-13; SPWD Contract no. 112153.				
	Term of Contract:	08/22/2018 - 06/30/2019	Contract # 20993			
14.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	BRENNA COPELAND	FEE: SPONSORSHIP	\$24,999	
	Contract Description:	This is a new contract to provide for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools.				
	Term of Contract:	08/28/2018 - 06/30/2022	Contract # 20983			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	EARL SIMMS	FEE: SPONSORSHIP	\$24,999	
	Contract Description:	This is a new contract to provide for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools.				
		Term of Contract:	08/29/2018 - 06/30/2022	Contract # 20707		
16.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	NYE COUNTY	OTHER: REVENUE	\$40,000	
	Contract Description:	This is a new revenue inter-local 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 # 20975		
17.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ENERGY ASSISTANCE PROGRAM	UNITED LABOR AGENCY OF NEVADA	OTHER: UNIVERSAL ENERGY CHARGE (UEC) 68% FEDERAL 32%	\$10,000	
	Contract Description:	This is a new contract that continues ongoing services for intake sites to provide application assistance for home energy benefits to low income and senior populations.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20601		
18.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	FM MARKETING, LLC	FEDERAL	\$49,862	Sole Source
	Contract Description:	This is a new contract to create custom media lists for placement of a media advertising plan; follow up with civic groups, non-profit and education organizations for potential referral sources and to provide all forms of public relations.				
		Term of Contract:	08/24/2018 - 09/30/2019	Contract # 20599		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	REHABILITATING EMPOWERING DISADVANTAGED YOUTH	FEDERAL	\$10,000	
	Contract Description:	This is the first amendment to the original contract that provides mentoring services to youth. This amendment extends the termination date from September 30, 2018 to September 30, 2019 and increases the maximum amount from \$1,500 to \$11,500 due to the continued need for these services.				
		Term of Contract:	04/29/2018 - 09/30/2019	Contract # 20974		
20.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	DENISE OGLTREE MCGUINN, APRN	GENERAL 66% FEDERAL 34%	\$40,000	
	Contract Description:	This is a new contract to provide ongoing medical services for clients. Services include direct client care, evaluations, medication prescriptions and management, triage, follow-along telephone consultation and adjunctive staff training.				
		Term of Contract:	08/29/2018 - 06/30/2022	Contract # 19904		
21.	431	OFFICE OF THE MILITARY	NEVADA ENERGY SYSTEMS, INC.	GENERAL 50% FEDERAL 50%	\$49,996	
	Contract Description:	This is a new contract for ongoing generator services including repair and service, annual inspections and certifications, maintenance work, and system testing associated with generators, transfer switches and other associated equipment for the National Guard facilities in northern Nevada.				
		Term of Contract:	09/13/2018 - 09/03/2022	Contract # 21055		
22.	431	OFFICE OF THE MILITARY	W.W. WILLIAMS COMPANY, LLC	GENERAL 50% FEDERAL 50%	\$49,996	
	Contract Description:	This is a new contract for ongoing generator services including repair and service, annual inspections and certifications, system testing associated with generators, transfer switches and other associated equipment for the National Guard facilities in southern Nevada.				
		Term of Contract:	09/13/2018 - 09/03/2022	Contract # 21057		
23.	440	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA CORRECTIONAL CENTER	AMERICAN CHILLER SERVICE, INC.	GENERAL	\$41,911	
	Contract Description:	This is a new contract to provide repairs to the Arctic Cool Chiller located in Unit 8.				
		Term of Contract:	08/29/2018 - 12/31/2018	Contract # 20977		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	FAR WESTERN ANTHROPOLOGICAL RESEARCH GROUP, INC.	GENERAL	\$24,812	
	Contract Description:	This is a new contract to provide an archaeological report for the Ice Age Fossil State Park.				
		Term of Contract:	08/31/2018 - 12/01/2018	Contract # 20984		
25.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	WALKER RIVER MECHANICAL	GENERAL	\$45,000	
	Contract Description:	This is a new contract to provide on-call service and maintenance of the HVAC units at all the Walker River State Recreation Area properties.				
		Term of Contract:	09/04/2018 - 09/01/2020	Contract # 20972		
26.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - MAINTENANCE OF STATE PARKS-NON-EXEC	ROUNDS ENGINEERING, LTD DBA CR ENGINEERING	FEE: USER OVERAGE	\$22,500	Professional Service
	Contract Description:	This is a new contract that will provide mechanical, plumbing and fire protection design and specifications for Ice Age Fossils visitor's center and restrooms.				
		Term of Contract:	09/11/2018 - 06/30/2019	Contract # 21046		
27.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	AIR RESCUE SYSTEMS CORPORATION	GENERAL	\$27,100	Sole Source
	Contract Description:	This is a new contract to provide specialized safety-oriented training on the division's newly acquired helicopter rescue hoist in support of initial and intermediate helicopter hoist techniques for insertion and extraction for rescue missions.				
		Term of Contract:	09/18/2018 - 10/31/2018	Contract # 20987		
28.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	EIDE BAILLY, LLP	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$49,500	Professional Service
	Contract Description:	The is a new contract to provide a forensic accounting examination of payroll records for one of the Business Enterprise of Nevada's locations on the Hoover Dam.				
		Term of Contract:	09/11/2018 - 12/31/2021	Contract # 20981		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	HERSHENOW & KLIPPENSTEIN	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$16,000	Professional Service
	Contract Description:	This is a new contract to provide architectural, engineering and project management expertise for a major food court build out at the Reno DMV.				
		Term of Contract:	09/11/2018 - 12/31/2020	Contract # 20069		
30.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BUREAU OF SERVICES TO PERSONS WHO ARE BLIND OR VISUALLY IMPAIRED	CLARK COUNTY SCHOOL DISTRICT	GENERAL 21.3% FEDERAL 78.7%	\$19,000	
	Contract Description:	This is a new intrastate inter-local agreement that continues to provide monthly training events in conjunction with Clark County School District's Student Transition & Enrichment Program, which are designed to provide students (ages 14-21) who are blind or visually impaired with help to identify areas of interest and to successfully transition to college or the workforce.				
		Term of Contract:	09/11/2018 - 06/30/2020	Contract # 20178		
31.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	CDW GOVERNMENT, LLC	OTHER: PENALTIES AND INTEREST	\$24,850	
	Contract Description:	This is a new contract to provide UPS Replacement, three year maintenance and service under three year warranty agreement located at 2800 E. St. Louis Ave, Las Vegas, NV.				
		Term of Contract:	09/17/2018 - 08/31/2021	Contract # 20192		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20186**Agency Name: **GOVERNOR'S FINANCE OFFICE**Agency Code: **015**Appropriation Unit: **1340-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Janet Murphy

Contractor Name: **Janet Murphy**Address: **1324 Jackie Lane**City/State/Zip: **Minden, NV 89460**

Contact/Phone: 775-230-6429

Vendor No.:

NV Business ID: NV20181353772

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 2819524

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/07/2019**Contract term: **128 days**4. Type of contract: **Contract**Contract description: **Prep of Gov Budget**

5. Purpose of contract:

This is a new contract to provide part-time assistance with the preparation of the Governor's Executive Budget.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,750.00**

Other basis for payment: \$70.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 353.185, the Governors' Finance Office prepares the Governor's Executive Budget and submits to the Legislature. In order to comply with this statute, the agency's staff works significant overtime. This contract will allow the office to keep overtime reasonable while meeting the demands of daily workload and additional workload. part-time assistance will be needed from September 1, 2018, through January 7, 2019.

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

The contractor will perform same duties as state staff and will allow the office to reduce the amount of overtime needed to prepare the Governor's Executive Budget.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes

See the attached Authorization to Contract form for details.

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	08/27/2018 06:59:44 AM
Division Approval	ssands	08/27/2018 06:59:47 AM
Department Approval	ssands	08/27/2018 06:59:49 AM
Contract Manager Approval	ssands	08/27/2018 06:59:52 AM
Budget Analyst Approval	tgreenam	08/28/2018 15:19:48 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **14812**Amendment Number: **3**Agency Name: **ATTORNEY GENERAL'S OFFICE**Legal Entity Name: **DAVID HELLERSTEIN, MD PHD**Agency Code: **030**Contractor Name: **DAVID HELLERSTEIN, MD PHD**Appropriation Unit: **1348-15**Address: **1417 TANGLEWOOD DR**Is budget authority available?: **Yes**City/State/Zip: **PLACERVILLE, CA 95667**

If "No" please explain: Not Applicable

Contact/Phone: **DAVID HELLERSTEIN 916-803-4379**Vendor No.: **T32001197**NV Business ID: **NV20101570140**To what State Fiscal Year(s) will the contract be charged? **2014-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	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 **08/01/2013**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2021**Contract term: **7 years and 335 days**4. Type of contract: **Contract**Contract description: **Expert Witness**

5. Purpose of contract:

This is the third amendment to the original contract which provides ongoing expert witness assistance for lawsuits filed against the state involving questions of medical conditions and treatment for individuals in legal confinement within the Department of Corrections. The vendor will assist in providing a legal expert opinion by reviewing case files and preparing written reports, charts and summaries. Services will also entail possible testimony at depositions and trials. This amendment increases the maximum amount from \$55,000 to \$95,000 and changes the scope of work to increase the fee schedule.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$55,000.00	\$55,000.00	\$55,000.00	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):	\$40,000.00	\$40,000.00	\$40,000.00	Yes - Info
3. New maximum contract amount:	\$95,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The services of this expert witness are required to assist the Office of the Attorney General in the defense of lawsuits filed against the State of Nevada.

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 specialized expertise that this vendor has.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Pursuant to NAC 333.150, the services of an expert witness do not require a 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:

Has been contracted with the Office of the Attorney General in the past and has 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 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	cschonl1	08/20/2018 12:42:40 PM
Division Approval	cschonl1	08/20/2018 12:42:43 PM
Department Approval	cschonl1	08/20/2018 12:42:45 PM
Contract Manager Approval	cschonl1	08/20/2018 12:42:47 PM
Budget Analyst Approval	hfield	09/13/2018 08:26:10 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20986**Agency Name: **TREASURER - TREASURER'S OFFICE**Agency Code: **050**Appropriation Unit: **1080-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TechVanta LLC**Contractor Name: **TechVanta LLC**Address: **205 Anthem Village Drive E323**City/State/Zip: **Henderson, NV 89052**Contact/Phone: **Rich Manley 702-557-0000**

Vendor No.:

NV Business ID: **NV20091050853**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 % Treasurer's Assessment

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/23/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/22/2018**Contract term: **121 days**4. Type of contract: **Contract**Contract description: **Emergency IT service**

5. Purpose of contract:

This is a new contract to provide emergency information technology services to assist the agency with multiple in-house databases and web-based applications while it hires for two vacant IT professional positions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Managed monthly services at \$1,750.00 per month, \$110/hr. during M-F 8AM - 5PM, \$165/hr after-hours and weekends after one hour at \$110

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Treasurer's Office has two IT Professional positions but both are currently vacant. Our IT Professional III who built many of the in-house applications and worked for Office for over 12 years recently retired on disability with little notice. His recent departure has left our Carson City and Las Vegas offices with no IT support and in need of assistance from a former employee who is intimately familiar with the programming and structure of our internal systems built on legacy technology. Although we are in the recruiting process, it will take time to hire and train new IT staff.

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

We are currently interviewing IT IV professional and hope to hire someone in three to four weeks; however, it will take time to train the new staff.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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:

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	alaw1	08/22/2018 09:35:54 AM
Division Approval	alaw1	08/22/2018 09:35:56 AM
Department Approval	alaw1	08/22/2018 09:36:00 AM
Contract Manager Approval	alaw1	08/22/2018 09:36:05 AM
EITS Approval	lolso3	08/23/2018 08:33:59 AM
Budget Analyst Approval	lfree1	08/23/2018 16:56:45 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21051**Agency Name: **TREASURER - COLLEGE SAVINGS TRUST**Agency Code: **051**Appropriation Unit: **1092-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Innovative Research and Analysis, LLC**Contractor Name: **Innovative Research and Analysis, LLC**Address: **PO Box 309**City/State/Zip: **Las Vegas , NV 89074**Contact/Phone: **702/630-3255**Vendor No.: **T27042145**NV Business ID: **NV20151234963**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 % Transfer from Endowment Account

Agency Reference #: **051**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2020**Contract term: **1 year and 291 days**4. Type of contract: **Contract**Contract description: **Financial Literacy**

5. Purpose of contract:

The purpose of this contract is to provide Financial Literacy consultant services to include formation and oversight of both a financial literacy coalition, an online clearinghouse and to develop criteria to evaluate, recommend and report on both current and future financial literacy programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,987.50**

Payment for services will be made at the rate of \$125.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The College Savings Division is responsible for promoting financial literacy among the citizens of the State of Nevada.

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 execute the activities involved.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):

Rainmaker Strategies
Blueprint Digital Media, Inc
Argentum
Purdue Marion
Innovative Research & Analysis
The Firm PR
Adtack
Amplify Relations
Red Rock Strategies
The Ferraro Group
Singularis Group
Financial Education Council

b. Solicitation Waiver: **Not Applicable**

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

Innovative Research & Analysis, LLC was the sole responder to the solicitation.

d. Last bid date: 08/01/2018 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:

Yes. This contractor is currently a vendor with the Nevada State Treasurer's Office for the period of 06/01/2018 - 12/31/2018 and is completing the services 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:

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	alaw1	09/06/2018 12:10:37 PM
Division Approval	alaw1	09/06/2018 12:10:40 PM
Department Approval	alaw1	09/06/2018 12:10:42 PM
Contract Manager Approval	abar1	09/06/2018 12:12:31 PM
Budget Analyst Approval	mmoren1	09/13/2018 12:50:07 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **14658**Amendment Number: **4**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **ACCURATE BUILDING MAINTENANCE LLC**Agency Code: **082**Contractor Name: **ACCURATE BUILDING MAINTENANCE LLC**Appropriation Unit: **1349-12**Address: **4435 W. Sunset Rd.**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89118**

If "No" please explain: Not Applicable

Contact/Phone: **Ronald Finken 702-497-6255**Vendor No.: **T81039103**NV Business ID: **NV19991074849**To what State Fiscal Year(s) will the contract be charged? **2014-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % B&G Building Rent Income Revenue

Agency Reference #: **RFP#3017**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/31/2013**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **11/30/2018**Contract term: **5 years and 92 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 janitorial services for the Grant Sawyer Building in Las Vegas. This amendment increases the maximum amount from \$1,158,629.60 to \$1,177,406.60, to fund this contract until a new contract is bid in September 2018.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$978,629.60	\$978,629.60	\$978,629.60	Yes - Action
a. Amendment 1:	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
b. Amendment 2:	\$135,000.00	\$135,000.00	\$180,000.00	Yes - Action
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#4):	\$18,777.00	\$18,777.00	\$18,777.00	Yes - Info
3. New maximum contract amount:	\$1,177,406.60			

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings must be kept clean for the safety of the public and State employees.

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

Lack of manpower.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3017, 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: 03/01/2013 Anticipated re-bid date: 03/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is the current vendor for janitorial services for multiple buildings in Las Vegas and has 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:

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	08/23/2018 09:22:14 AM
Division Approval	ssands	08/23/2018 09:22:20 AM
Department Approval	ssands	08/23/2018 09:22:27 AM
Contract Manager Approval	ssands	08/23/2018 09:22:34 AM
Budget Analyst Approval	hfield	09/18/2018 10:21:08 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **19551**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **AIR SYSTEMS SERVICE & CONSTRUCTION**Agency Code: **082**Contractor Name: **AIR SYSTEMS SERVICE & CONSTRUCTION**Appropriation Unit: **1349-12**Address: **10831 OLD PLACERVILLE RD**Is budget authority available?: **Yes**City/State/Zip: **SACRAMENTO, CA 95827-2558**

If "No" please explain: Not Applicable

Contact/Phone: **916-368-033**Vendor No.: **T29037507**NV Business ID: **NV20051642544**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

Fees 0.00 %

Federal Funds 0.00 %

Bonds 0.00 %

Highway Funds 0.00 %

X Other funding 100.00 % B&G Building Rental Income RevenueAgency Reference #: **ASD 2664275**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2018**Anticipated BOE meeting date **09/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **11/30/2021**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **HVAC Services**

5. Purpose of contract:

This is the first amendment to the original contract which provides HVAC inspections and maintenance services for the Early Intervention facility in Reno. This amendment increases the maximum from \$28,580 to \$48,580 to cover the cost of extra services that were inadvertently omitted from the original contract.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$28,580.00	\$28,580.00	\$28,580.00	Yes - Info
2. Amount of current amendment (#1):	\$20,000.00	\$20,000.00	\$48,580.00	Yes - Info
3. New maximum contract amount:	\$48,580.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

B&G must maintain an operating system at all times.

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

B&G does not have the personnel needed to perform these tasks.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor had the best prices.

d. Last bid date: 10/01/2017 Anticipated re-bid date: 10/01/2021

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:

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	08/23/2018 11:04:19 AM
Division Approval	ssands	08/23/2018 11:04:22 AM
Department Approval	ssands	08/23/2018 11:04:25 AM
Contract Manager Approval	ssands	09/06/2018 10:34:56 AM
Budget Analyst Approval	jrodrig9	09/06/2018 10:41:03 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **19153**Amendment Number: **2**Legal Entity Name: **ENTERPRISE JANITORIAL, INC.**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Contractor Name: **ENTERPRISE JANITORIAL, INC.**Agency Code: **082**Address: **PO BOX 19913**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**City/State/Zip: **RENO, NV 89511**If "No" please explain: **Not Applicable**Contact/Phone: **775-691-2939**Vendor No.: **T32003728**NV Business ID: **NV20141642364**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % B&G Building Rent Income Revenue

Agency Reference #: **ASD 2595040**

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 **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **08/31/2018**

Termination Date:

Contract term: **1 year and 60 days**4. Type of contract: **Contract**Contract description: **JANITORIAL SERVICES**

5. Purpose of contract:

This is the second amendment to the original contract that continues ongoing janitorial services for the DMV office in Reno. This amendment extends the termination date from August 31, 2018, to October 31, 2018, and increases the maximum from \$91,387.86 to \$104,283.87 to allow additional time to incorporate new RFP/RFQ processes and procedures being implemented by the Purchasing Division.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$45,693.93	\$45,693.93	\$45,693.93	Yes - Info
a. Amendment 1:	\$45,693.93	\$45,693.93	\$91,387.86	Yes - Action
2. Amount of current amendment (#2):	\$12,896.01	\$12,896.01	\$12,896.01	Yes - Info
3. New maximum contract amount:	\$104,283.87			
and/or the termination date of the original contract has changed to:	10/31/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

Buildings to be kept clean and sanitary for the public and employees.

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

Buildings and Grounds does not have the personnel to handle such large buildings.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor provided the lowest bid.

d. Last bid date: 08/21/2017

Anticipated re-bid date: 07/21/2018

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:

Since 2001 this vendor has worked for the State 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:

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

08/23/2018 10:10:31 AM

Division Approval

ssands

08/23/2018 10:10:36 AM

Department Approval

ssands

08/23/2018 10:10:41 AM

Contract Manager Approval

ssands

08/28/2018 07:26:09 AM

Budget Analyst Approval

jrodrig9

08/30/2018 17:19:28 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21013**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **OVERHEAD DOOR CO. OF SIERRA NV
RENO**Contractor Name: **OVERHEAD DOOR CO. OF SIERRA
NV RENO**Address: **1290 HOLCOMB AVE**City/State/Zip: **RENO, NV 89502-2445**Contact/Phone: **775-322-4621**Vendor No.: **PUR0002873**NV Business ID: **NV19791008459**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 % B&G Buildings & Grounds Rent Income Revenue

Agency Reference #: **ASD 2830338**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2018**Anticipated BOE meeting date **11/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Door repair**

5. Purpose of contract:

This is a new contract to provide ongoing repair and maintenance services to all type of overhead doors, on an as-needed basis at the request and approval of a Buildings & Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$0.00 per hour

Other basis for payment: M-F 8 to 4pm \$130/per hour two-man crew; Saturdays & overtime \$190/per hour; misc nuts, bolts or lube \$10.00;Material at cost plus 25%

II. JUSTIFICATION

7. What conditions require that this work be done?

Buildings, rooms, basements, floors, windows, furniture and appurtenances are to be kept clean, orderly and presentable as befitting public property

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

This is beyond the expertise of Buildings & Grounds staff.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

KFC
Bison Construction

b. Solicitation Waiver: **Not Applicable**

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

This is one of several contractors and Per SAM 0338.0, each contractor will be contacted to submit bids on projects. This is an open-ended contract.

d. Last bid date: 08/17/2018 Anticipated re-bid date: 08/30/2022

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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	09/06/2018 14:45:40 PM
Division Approval	ssands	09/06/2018 14:45:42 PM
Department Approval	ssands	09/06/2018 14:45:45 PM
Contract Manager Approval	ssands	09/11/2018 12:31:47 PM
Budget Analyst Approval	aprasa1	09/12/2018 15:48:33 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20574**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority
available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity
Name: **ARBORPEST COMPANIES LLC**Contractor Name: **SELECT SERVICES**Address: **2550 CHANDLER AVENUE
SUITE #2**City/State/Zip: **LAS VEGAS, NV 89120**Contact/Phone: **702-479-3019**Vendor No.: **T29039232**NV Business ID: **NV20101855548**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 % B&G Building Rental Income RevenueAgency Reference #: **ASD 2829996**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **09/06/2018**
Examiner's approval?Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2022**Contract term: **3 years and 329 days**4. Type of contract: **Contract**Contract description: **ARBORIST**

5. Purpose of contract:

This is a new contract to provide arborist services, as needed, for state-owned buildings in southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: Certified Arborist Consulting (Site Visit) \$110.00 per hour; Lab testing of tree tissue, leaves or soil analysis (if requested) \$550.00 per site; 1 man crew w/equipment \$125.00 per hour - port to port; 2 man crew w/equipment \$170.00 per hour - port to port; General Pest Control - \$90.00 per hour. (Dose not included any pigeon control, that would be and extra)

II. JUSTIFICATION

7. What conditions require that this work be done?

An arborist is needed to manage the care and health of all trees on the state-owned properties.

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

B&G does not have the personnel to handle this task.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing
Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 07/02/2018 Anticipated re-bid date: 07/02/2019

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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

No b. If "No", please explain:

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	08/15/2018 15:02:27 PM
Division Approval	ssands	08/15/2018 15:02:29 PM
Department Approval	ssands	08/15/2018 15:02:32 PM
Contract Manager Approval	ssands	08/23/2018 11:00:24 AM
Budget Analyst Approval	jrodrig9	09/06/2018 10:59:36 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20760**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **VEGAS VALLEY LOCKING SYSTEMS, INC.**Contractor Name: **VEGAS VALLEY LOCKING SYSTEMS, INC.**Address: **7430 Eastgate Road, #150**City/State/Zip: **Henderson, NV 89011**Contact/Phone: **Nikki Sidhu 702-614-3939**Vendor No.: **PUR0002717**NV Business ID: **NV19981123772**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 % B&G Building Rent Income Revenue**Agency Reference #: **ASD 2830196**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2022**Contract term: **3 years and 296 days**4. Type of contract: **Contract**Contract description: **DOOR LOCKS & KEYS**

5. Purpose of contract:

This is a new contract which provides installation, repair, and re-keying to doors and door hardware in state-owned buildings located in southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Please see Attachment AA Contractor's Response

II. JUSTIFICATION

7. What conditions require that this work be done?

This service is to maintain a safe and secure access to State Buildings

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

B&G does not have trained personnel in this trade.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

This is one of several contractors SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 08/01/2018 Anticipated re-bid date: 07/31/2022

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:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	09/07/2018 07:35:31 AM
Division Approval	ssands	09/07/2018 07:35:34 AM
Department Approval	ssands	09/07/2018 07:35:38 AM
Contract Manager Approval	ssands	09/07/2018 08:01:17 AM
Budget Analyst Approval	mmoren1	09/10/2018 15:50:27 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20997**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1510-67**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KAUTZ ENVIRONMENTAL
CONSULTANTS, Inc.**Contractor Name: **KAUTZ ENVIRONMENTAL
CONSULTANTS, Inc.**Address: **1140 FINANCIAL BLVD.
SUITE 100**City/State/Zip: **RENO, NV 89502**Contact/Phone: **775-829-4411**Vendor No.: **T32004399**NV Business ID: **NV19941033589**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 %	X Bonds	49.00 %
Highway Funds	0.00 %	X Other funding	51.00 % University Funds

Agency Reference #: **112165**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/30/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2021**Contract term: **2 years and 305 days**4. Type of contract: **Contract**Contract description: **Engr/Arch Services**

5. Purpose of contract:

This is a new contract to provide professional engineering/architectural services for the William N. Pennington Engineering Building CIP project to produce a historical narrative & architectural resource assessment of the nine properties on Evans Ave in Reno: CIP Project No. 17-C06; SPWD Contract no. 112165.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,789.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP Projects.

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Miscellaneous Services are provided by SPWD to support the State engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Current, Jeff, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	08/23/2018 12:15:29 PM
Division Approval	Imars1	08/23/2018 12:15:32 PM
Department Approval	Imars1	08/23/2018 12:15:36 PM
Contract Manager Approval	Imars1	08/23/2018 12:15:39 PM
Budget Analyst Approval	jrodrig9	08/30/2018 22:08:51 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21041**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1585-43**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CURTAINWALL DESIGN &
CONSULTING, INC.**Contractor Name: **CURTAINWALL DESIGN &
CONSULTING, INC.**Address: **2400 S. CIMARRON RD.
SUITE 125**City/State/Zip: **LAS VEGAS, NV 89117**Contact/Phone: **702-222-9349**Vendor No.: **T29032419**NV Business ID: **NV20051436120**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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **112159**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/06/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2021**Contract term: **2 years and 298 days**4. Type of contract: **Contract**Contract description: **Engineering**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the University of Nevada, Reno - Davidson Math & Science Building Roofing Replacement/Inspections CIP project to include construction administration services, bidding documents, and related roof consulting submittals: CIP Project No.17-S01-10F; SPWD Contract No. 112159.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,666.67**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 CIP Project.

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering/Miscellaneous Services are provided by SPWD to support the State engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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:

Nipp, Bruce , Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	09/04/2018 13:31:13 PM
Division Approval	Imars1	09/04/2018 14:32:12 PM
Department Approval	Imars1	09/04/2018 14:32:14 PM
Contract Manager Approval	Imars1	09/04/2018 14:32:17 PM
Budget Analyst Approval	jrodrig9	09/06/2018 12:58:23 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20993**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1585-29**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JBA CONSULTING ENGINEERS, INC.,**Contractor Name: **JBA CONSULTING ENGINEERS, INC.,**Address: **DBA NV5 CONSULTANTS
5155 W PATRICK LN. STE. 100**City/State/Zip: **LAS VEGAS, NV 89118-2828**Contact/Phone: **702-362-9200**Vendor No.: **T80928382**NV Business ID: **NV20151389633**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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **112153**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/22/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **312 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Compos Building - Fire Pump CIP Project which includes design and bid documents, as well as construction administration services to remove and replace the existing diesel fire pump for the facility: CIP Project No. 15-S03-13; SPWD Contract no. 112153.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,500.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP Project.

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

Professional Architectural/Engineering are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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:

Scarborough, Ken, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	08/22/2018 13:09:59 PM
Division Approval	Imars1	08/22/2018 13:10:08 PM
Department Approval	Imars1	08/22/2018 13:10:11 PM
Contract Manager Approval	Imars1	08/22/2018 13:10:14 PM
Budget Analyst Approval	jrodrig9	08/22/2018 21:33:50 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20983**

Agency Name:	STATE PUBLIC CHARTER SCHOOL AUTHORITY	Legal Entity Name:	Brenna Copeland
Agency Code:	315	Contractor Name:	Brenna Copeland
Appropriation Unit:	2711-04	Address:	3509 Alcott Street
Is budget authority available?:	Yes	City/State/Zip	Denver, CO 80211
If "No" please explain:	Not Applicable		
		Contact/Phone:	Brenna Copeland 720-481-0862
		Vendor No.:	pending
		NV Business ID:	NV20181602127

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to 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 % Sponsorship Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/28/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 307 days**4. Type of contract: **Contract**Contract description: **External Reviewer**

5. Purpose of contract:

This is a new contract to provide for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Payment for services will be made at the rate of \$999.00 per application or other charter document

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Public Charter School Authority is seeking to establish a pool of qualified peer reviewers to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools.

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

The agency does not have the staff necessary to conduct the review of these charter school documents.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):

**Earl Simms
Halli Bayer
Brenna Copeland**

b. Solicitation Waiver: **Not Applicable**

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

The vendor meets the general minimum qualifications required in the informal 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?

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)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ablackwe	08/23/2018 17:50:14 PM
Division Approval	ablackwe	08/23/2018 17:50:16 PM
Department Approval	ablackwe	08/23/2018 17:50:19 PM
Contract Manager Approval	ablackwe	08/23/2018 17:50:21 PM
Budget Analyst Approval	tgreenam	08/28/2018 15:49:53 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20707**Agency Name: **STATE PUBLIC CHARTER SCHOOL AUTHORITY**Agency Code: **315**Appropriation Unit: **2711-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Earl Simms**Contractor Name: **Earl Simms**Address: **92 Birch Glen Ct.**City/State/Zip: **St. Peters, MO 63376**Contact/Phone: **Earl Simms 859-230-2448**Vendor No.: **TBD**NV Business ID: **NV20181554500**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to 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 % Sponsorship Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/29/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 306 days**4. Type of contract: **Contract**Contract description: **External Reviewer**

5. Purpose of contract:

This is a new contract to provide for an external reviewer to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Payment for services will be made at the rate of \$999.00 per application/document

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Public Charter School Authority is seeking to establish a pool of qualified peer reviewers to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools.

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

The agency does not have the staff necessary to conduct the review of these charter school documents.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):

**Earl Simms
Halli Bayer
Jill Shahan**

b. Solicitation Waiver: **Not Applicable**

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

The vendor meets the general minimum qualifications required in the informal 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?

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)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ablackwe	08/06/2018 15:13:41 PM
Division Approval	ablackwe	08/06/2018 15:13:44 PM
Department Approval	ablackwe	08/06/2018 15:13:51 PM
Contract Manager Approval	ablackwe	08/06/2018 15:13:54 PM
Budget Analyst Approval	tgreenam	08/29/2018 08:39:01 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20975**

Agency Name:	DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name:	NYE COUNTY
Agency Code:	402	Contractor Name:	NYE COUNTY
Appropriation Unit:	3167-00	Address:	PO BOX 153 101 RADAR ROAD
Is budget authority available?:	Yes	City/State/Zip	TONOPAH, NV 89049
If "No" please explain:	Not Applicable	Contact/Phone:	775/482-8191
		Vendor No.:	T80044560
		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 **10/2018**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: **Nye 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: **\$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:

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. Solicitation Waiver: **Not Applicable**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

ADSD as of 7/1/13 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	dbowma1	08/20/2018 10:20:11 AM
Division Approval	dbowma1	08/20/2018 10:20:14 AM
Department Approval	vmilazz1	08/23/2018 10:27:43 AM
Contract Manager Approval	ltuttl1	08/27/2018 11:03:01 AM
Budget Analyst Approval	bwooldri	08/27/2018 11:11:56 AM

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 Nye County Revenue Contract

This memorandum requests the above referenced Aging and Disability Services Division (ADSD) revenue contract with Nye 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 CONTRACT1. Contract Number: **20601**

Agency Name:	DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name:	UNITED LABOR AGENCY OF NEVADA
Agency Code:	407	Contractor Name:	UNITED LABOR AGENCY OF NEVADA
Appropriation Unit:	4862-04	Address:	1201 N DECATUR BLVD STE 106
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89108-1213
If "No" please explain:	Not Applicable	Contact/Phone:	702/648-3500
		Vendor No.:	T29036735
		NV Business ID:	NV19951147904
To what State Fiscal Year(s) will the contract be charged?	2019-2022		
What is the source of funds that will be used to pay the contractor? 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 (UEC)
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 **10/2018**Retroactive? **Yes**

If "Yes", please explain

Pursuant to the All Agency Memo #2017-20, the Governor's Finance Office mandated agencies no longer use previously approved Provider Agreements and that all existing Provider Agreements in place must be terminated by 06/30/2018 and are to be replaced by new contracts.

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **EAP Intake Site**

5. Purpose of contract:

This is a new contract that continues ongoing services for intake sites to provide application assistance for home energy benefits to low income and senior populations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$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? **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):

East Valley Family Services
Boys & Girls Club of Las Vegas
Cappalappa Family Resource Center
Food Bank of Northern Nevada

b. Solicitation Waiver: **Not Applicable**

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

The vendor is one of multiple qualified vendors selected to perform this service across the State to ensure EAP Assistance is more accessible to all Nevadans.

d. Last bid date: 06/04/2018 Anticipated re-bid date: 04/04/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has previously contracted with the Division of Welfare & Supportive Services for EAP Intake Site services and has 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:

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:

Betsy Ransdell, SSPS III, Employment & Support Services Ph: 775) 684-0552

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorensen	08/14/2018 08:37:27 AM
Division Approval	bberry	08/23/2018 17:11:10 PM
Department Approval	vmilazz1	08/30/2018 18:43:55 PM
Contract Manager Approval	mpomerle	08/31/2018 12:21:46 PM
Budget Analyst Approval	nhovden	09/05/2018 09:07:07 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20599**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3229-42**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FM MARKETING, LLC**Contractor Name: **FM MARKETING, LLC**Address: **7473 W LAKE MEAD BLVD
STE 100**City/State/Zip: **LAS VEGAS, NV 89128-0265**Contact/Phone: **SUSAN SOMERS 702-249-9900**Vendor No.: **T29040933**NV Business ID: **NV20041045342**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 **08/24/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2019**Contract term: **1 year and 37 days**4. Type of contract: **Contract**Contract description: **Media Campaign**

5. Purpose of contract:

This is a new contract to create custom media lists for placement of a media advertising plan; follow up with civic groups, non-profit and education organizations for potential referral sources and to provide all forms of public relations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,862.00**

Other basis for payment: Upon approval of invoice(s)

II. JUSTIFICATION

7. What conditions require that this work be done?

Shortage of Foster Homes in rural Nevada cause children to be placed outside of their community of origin. A comprehensive media campaign coupled with collaborative outreach by courts and community partners will yield homes in rural Nevada and enhance efforts to keep children in their schools and communities when they must be removed from their parents due to safety reasons.

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

State agencies do not have the expertise to undertake launching a media campaign.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 180607

Approval Date: 06/29/2018

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:

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	knielsen	08/03/2018 16:42:27 PM
Division Approval	knielsen	08/20/2018 13:07:08 PM
Department Approval	vmilazz1	08/23/2018 09:46:01 AM
Contract Manager Approval	sknigge	08/23/2018 11:22:36 AM
Budget Analyst Approval	nhovden	08/24/2018 10:27:53 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#: 180607

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: <u>DCFS</u>			
1a	Contact Name and Title	Phone Number	Email Address
	<u>Maria Hickey</u>	<u>684-1975</u>	<u>mhickey@dcfs.nv.gov</u>
	<u>Betsey Crumrine</u>	<u>684-1979</u>	<u>bcrumrine@dcfs.nv.gov</u>

Vendor Information:	
Identify Vendor:	<u>FM Marketing, LLC</u>
Contact Name:	<u>Susan Somers</u>
1b Address:	<u>7473 West Lake Mead, Suite 100 Las Vegas NV 89128</u>
Telephone Number:	<u>(702) 227-8700 or cell (702) 249-9900</u>
Email Address:	<u>susan@fmmpr.com</u>

Type of Waiver Requested – Check the appropriate type:	
1c Sole or Single Source:	<u>X single source</u>
Professional Service Exemption:	

Contract Information:				
1d	Is this a new Contract?	Yes	<u>X</u>	No
	Amendment:	#		
	CETS:	#		

Term:				
1e	One (1) Time Purchase:			
	Contract:	Start Date:	<u>Upon Approval</u>	End Date: <u>June 30, 2022</u>

Funding:		
1f	State Appropriated:	
	Federal Funds:	
	Grant Funds:	<u>Title XX</u>
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:	
	<u>\$49,000.00</u>	<u>49,862 see attached email confirmation</u>

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p>Create custom media lists for placement of media plan/advertising; follow up with civic groups, non-profits and education organizations that DCFS has presented panel discussions to recruit/create awareness for potential referral sources; provide public relations services, such as writing & distributing press releases, media alerts, place radio, TV, print and online media, schedule for TV and radio interviews, news stories, briefs, sound bites, online submissions and listings, promote upcoming foster parent training and events, coordinate media interviews, photo shoots, media training in rural Nevada communities; provide updated content for Childs Journey Home, Facebook page, Instagram or twitter messaging.</p>
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3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p>This media campaign was developed in 2014, FM Marketing knows DCFS and the rural region and has the expertise to reproduce our advertising and/or place the media with the most effective outlets available.</p>
---	---

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p>This advertising campaign was developed including print, media, and radio content in 2014. To put this out to bid would mean starting over and creating something different, and we would lose the recognize-ability that we already have with the print material that now defines our "brand" and message. The service provider developed relationships with media outlets in rural Nevada and we want to capitalize on those relationships where available.</p>
---	--

5	<p>Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>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.</p>
	<p>b. <u>If not</u>, why were alternatives not evaluated?</p> <p>This advertising campaign was developed including print, media, and radio content in 2014. To put this out to bid would mean starting over and creating something different, and we would lose the recognize-ability that we already have with the print material that now defines our "brand" and message. The service provider developed relationships with media outlets in rural Nevada and we want to capitalize on those relationships where available.</p>

6	<p>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.</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>											
	<p>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:</p>											
	<table border="1"> <thead> <tr> <th>Term</th> <th>Value</th> <th>Short Description</th> <th>Type of Procurement (RFP#, RFO#, Waiver #)</th> </tr> </thead> <tbody> <tr> <td> <table border="1"> <tr> <td>Start and End Dates</td> <td></td> </tr> <tr> <td>July 1, 2014</td> <td>September 30, 2014</td> </tr> </table> </td> <td>\$60,175.00</td> <td>Create media plan and positive awareness opportunities in rural</td> <td>See attached</td> </tr> </tbody> </table>	Term	Value	Short Description	Type of Procurement (RFP#, RFO#, Waiver #)	<table border="1"> <tr> <td>Start and End Dates</td> <td></td> </tr> <tr> <td>July 1, 2014</td> <td>September 30, 2014</td> </tr> </table>	Start and End Dates		July 1, 2014	September 30, 2014	\$60,175.00	Create media plan and positive awareness opportunities in rural
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Start and End Dates												
July 1, 2014	September 30, 2014											

				<i>Nevada communities by using developed media lists, create and publicize DCFS message through press releases, radio, TV, print & online media, billboards and content for DCFS facebook page, Childs Journey Home, etc.</i>	
	<i>October 1, 2014</i>	<i>September 30, 2015</i>	<i>\$93,525.00</i>	<i>Same as above, this was an amendment.</i>	
			<i>\$</i>		
			<i>\$</i>		
			<i>\$</i>		

7	<p>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</p> <p><i>This advertising campaign was developed including print, media, and radio content in 2014 at a substantial cost. To put this out to bid would mean starting over and creating something different, and we would lose the recognize-ability that we already have with the print material that now defines our "brand" and message.</i></p>
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8	<p>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</p> <p><i>FM Marketing created this media plan in 2014 and having done so, they have everything needed to recreate the plan, with enhancements where requested, in an effective and timely manner.</i></p>
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	<p>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>
9	<p>a. <u>If yes, please provide details regarding future obligations or needs.</u></p> <p><i>If the Division of Child and Family Services has future funding available to use these print, media, and radio materials again we need to do so. It is vital to keep the need for foster/relative/adoptive resource homes for rural children in the forefront in all rural communities. The need to keep children in their community and schools of origin is in the best interest for the children and their parents.</i></p>

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Reesha Powell
Agency Representative Initiating Request

Reesha Powell
Print Name of Agency Representative Initiating Request

5/31/2018
Date

Ross Armstrong
Signature of Agency Head Authorizing Request

[Signature]
Print Name of Agency Head Authorizing Request

6/7/18
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:

[Signature]
Administrator, Purchasing Division or Designee

6.29.2018
Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20974**Amendment
Number: **1**Agency Name: **DHHS - DIVISION OF CHILD AND
FAMILY SERVICES**Legal Entity
Name: **REHABILITATING EMPOWERING
DISADVANTAGED YOUTH**Agency Code: **409**Contractor Name: **REHABILITATING EMPOWERING
DISADVANTAGED YOUTH**Appropriation Unit: **3229-42**Address: **5290 ROYAL DR**Is budget authority
available?: **Yes**City/State/Zip: **WINNEMUCCA, NV 89445-2959**

If "No" please explain: Not Applicable

Contact/Phone: **Pat McDade 716/378-5878**Vendor No.: **T27042117A**NV Business ID: **NV20181221382**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 %
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 **No** or b. other effective date **04/29/2018**
Examiner's approval?Anticipated BOE meeting date **11/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2018**
Termination Date:Contract term: **1 year and 154 days**4. Type of contract: **Contract**Contract description: **Mentoring Services**

5. Purpose of contract:

This is the first amendment to the original contract that provides mentoring services to youth. This amendment extends the termination date from September 30, 2018 to September 30, 2019 and increases the maximum amount from \$1,500 to \$11,500 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,500.00	\$1,500.00	\$1,500.00	No
2. Amount of current amendment (#1):	\$10,000.00	\$11,500.00	\$11,500.00	Yes - Info
3. New maximum contract amount:	\$11,500.00			
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?

Children involved with public child welfare systems are among our nation's most vulnerable young people. Many have been abused or neglected, resulting in a host of emotional and developmental needs. Because they may experience frequent transitions and instability, foster children can benefit tremendously from the attention of caring adults who serve as mentors.

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

The State does not have positions that perform these specific duties.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

They were the only vendor able to meet the needs of our youth.

d. Last bid date: 03/01/2018 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:

DCFS currently, services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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	knielsen	08/29/2018 11:02:51 AM
Division Approval	knielsen	09/04/2018 08:38:21 AM
Department Approval	vmilazz1	09/04/2018 15:24:14 PM
Contract Manager Approval	sknigge	09/05/2018 08:56:40 AM
Budget Analyst Approval	nhovden	09/06/2018 11:29:59 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **19904**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3646-04**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Denise Ogltree McGuinn, APRN**Contractor Name: **Denise Ogltree McGuinn, APRN**Address: **6826 E. Hathaway Drive**City/State/Zip: **Las Vegas, NV 89156**Contact/Phone: **Denise Ogltree McGuinn 702-812-9652**

Vendor No.:

NV Business ID: **NV20171577773**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	66.00 %	Fees	0.00 %
X	Federal Funds	34.00 %	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 **08/29/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 306 days**4. Type of contract: **Contract**Contract description: **Medical Services**

5. Purpose of contract:

This is a new contract to provide ongoing medical services for clients. Services include direct client care, evaluations, medication prescriptions and management, triage, follow-along telephone consultation and adjunctive staff training.

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 \$150.00 per Hour

Other basis for payment: Upon receipt of an approved invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary to have a qualified individual to perform medical services for residential clients of the Division which includes medication managements, physicals, triage and direct care.

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

The Division does not have any staff that meet the qualifications.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

NAC 333.150(2)(b)(6).

d. Last bid date: 03/09/2018 Anticipated re-bid date: 03/31/2022

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 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:

Rick Rassier, Admin Services Officer 3 Ph: 702-486-4335

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	05/15/2018 18:39:40 PM
Division Approval	vmilazz1	08/23/2018 20:32:34 PM
Department Approval	vmilazz1	08/23/2018 20:32:37 PM
Contract Manager Approval	sknigge	08/24/2018 09:23:18 AM
Budget Analyst Approval	nhovden	08/29/2018 16:39:20 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21055**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA ENERGY SYSTEMS, INC.**Contractor Name: **NEVADA ENERGY SYSTEMS, INC.**Address: **1365 Spice Island Dr.**City/State/Zip: **Sparks, NV 89431**Contact/Phone: **Sandy Todaro 775-331-4151**Vendor No.: **PUR0002744A**NV Business ID: **NV19941116677**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	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 **09/13/2018**Anticipated BOE meeting date **11/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/03/2022**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **Generator Services**

5. Purpose of contract:

This is a new contract for ongoing generator services including repair and service, annual inspections and certifications, maintenance work, system testing and all other services associated with generators, transfer switches and other associated equipment for the National Guard facilities in N. Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,996.00**

Payment for services will be made at the rate of \$12,499.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Facilities require generator services to include repair and service, annual inspections and certifications, system testing and all other services associated with generators, transfer switches and other associated equipment.

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

State employees do not have the requisite skills or equipment for these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Gen-Tech of Nevada Inc.
Amerigen Power Solutions
Nevada Energy Systems Inc.
W.W. Williams
Cummins Rocky Mountain LLC

b. Solicitation Waiver: **Not Applicable**

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

Nevada Energy Systems, Inc. was chosen based on the bidding system.

d. Last bid date: 07/18/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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	ctyle1	09/06/2018 10:52:37 AM
Division Approval	ctyle1	09/06/2018 10:52:40 AM
Department Approval	ctyle1	09/06/2018 10:52:42 AM
Contract Manager Approval	ctyle1	09/06/2018 10:52:47 AM
Budget Analyst Approval	aprasa1	09/13/2018 13:45:58 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21057**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **W.W. Williams Company LLC**Contractor Name: **W.W. Williams Company LLC**Address: **2680 Losee Road**City/State/Zip: **N. Las Vegas, NV 89030**Contact/Phone: **Tim Killian 7023991890**Vendor No.: **t29041024**NV Business ID: **NV20161487647**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	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 **09/13/2018**Anticipated BOE meeting date **11/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/03/2022**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **Generator Services**

5. Purpose of contract:

This is a new contract for ongoing generator services including repair and service, annual inspections and certifications, system testing and all other services associated with generators, transfer switches and other associated equipment for the National Guard facilities in S. Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,996.00**

Payment for services will be made at the rate of \$12,499.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Facilities require generator services to include repair and service, annual inspections and certifications, system testing and all other services associated with generators, transfer switches and other associated equipment.

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

State employees do not have the requisite skills or equipment for these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Amerigen Power Solutions
Gen-Tech of Nevada Inc.
W.W. Williams

b. Solicitation Waiver: **Not Applicable**

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

W.W. Williams Company LLC, was chosen based on the bidding system.

d. Last bid date: 07/18/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

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	ctyle1	09/06/2018 10:50:49 AM
Division Approval	ctyle1	09/06/2018 10:50:51 AM
Department Approval	ctyle1	09/06/2018 10:50:54 AM
Contract Manager Approval	ctyle1	09/06/2018 10:53:17 AM
Budget Analyst Approval	aprasa1	09/13/2018 14:27:53 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20977**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3717-07**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **AMERICAN CHILLER SERVICE INC**Contractor Name: **AMERICAN CHILLER SERVICE INC**Address: **ACS****5580 Mill Street, Suite 400**City/State/Zip: **Reno, NV 89502**Contact/Phone: **Ben Barlow 775-322-9900**Vendor No.: **PUR0005542A**NV Business ID: **NV19921063155**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 **08/29/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2018**Contract term: **124 days**4. Type of contract: **Contract**Contract description: **Chiller repair**

5. Purpose of contract:

This is a new contract to provide repairs to the Arctic Cool Chiller located in Unit 8.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,911.00**Other basis for payment: **Upon satisfactory completion of services and submission of invoice.****II. JUSTIFICATION**

7. What conditions require that this work be done?

NNCC's Unit 8 air cooling system's compressor and discharge check valve have failed. Unit 8 is the medical unit and it is critical to maintain a steady temperature in the building.

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 licensure, equipment or expertise.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Nevada Chiller and Boiler
TRANE****American Chiller Service, Inc**b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen because they were the lowest most responsible bidder and are a certified manufacturer.

d. Last bid date: 08/14/2018 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:

Kathryn Reynolds, ASO Ph: 775-887-9250

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cjackson	08/20/2018 11:44:26 AM
Division Approval	amonro1	08/21/2018 12:00:07 PM
Department Approval	sewart	08/22/2018 07:20:28 AM
Contract Manager Approval	mkillia1	08/27/2018 08:04:13 AM
Budget Analyst Approval	bmacke1	08/29/2018 08:18:05 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20984**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-68**Is budget authority available?: **Yes**If "No", please explain: **Not Applicable**Legal Entity Name: **Far Western Anthropological Research Group, Inc.**Contractor Name: **Far Western Anthropological Research Group, Inc.**Address: **1180 Center Point Drive Suite 100**City/State/Zip: **Henderson, NV 89074**Contact/Phone: **Daron Duke 702-982-3691**

Vendor No.:

NV Business ID: **NV20041557941**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 **08/31/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/01/2018**Contract term: **92 days**4. Type of contract: **Contract**Contract description: **Archaeological repor**

5. Purpose of contract:

This is a new contract to provide an archaeological report for the Ice Age Fossil State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,812.40****II. JUSTIFICATION**

7. What conditions require that this work be done?

This is a new park and we require an archaeological report to meet National Historic Preservation Act Clearances (NHPAC).

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 to meet the NHPAC requirements.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):

**Desert Research & Statistical Reseach
Broadbent
North Wind Resources Consulting**
b. Solicitation Waiver: **Not Applicable**

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

This vendor can fulfill the requirements for an archaeological survey.

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 Program Manager Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	08/21/2018 09:20:32 AM
Division Approval	sdecrona	08/21/2018 09:20:35 AM
Department Approval	sdecrona	08/21/2018 09:20:38 AM
Contract Manager Approval	sdecrona	08/21/2018 09:20:42 AM
Budget Analyst Approval	cpalme2	08/31/2018 14:47:03 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20972**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WALKER RIVER MECHANICAL**Contractor Name: **WALKER RIVER MECHANICAL**Address: **12 STATE ROUTE 208**City/State/Zip: **YERINGTON, NV 89447-2420**Contact/Phone: **Liz Black 775/463-9698**Vendor No.: **T32004427**NV Business ID: **NV20161072666**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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/04/2018**

Anticipated BOE meeting date 10/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/01/2020**Contract term: **1 year and 363 days**4. Type of contract: **Contract**Contract description: **Maintenance HVAC**

5. Purpose of contract:

This is a new contract to provide on-call service and maintenance of the HVAC units at all the Walker River State Recreation Area properties.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Comfort and safety of public.

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.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):

**Arellano Heating & Cooling
Mason Valley HVAC**b. Solicitation Waiver: **Not Applicable**

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

Due to their timely response, competitive bid as well as general reputation.

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:

Raychael Valente, null Ph: 775-463-1609

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	08/16/2018 13:39:49 PM
Division Approval	sdecrona	08/16/2018 13:39:51 PM
Department Approval	sdecrona	08/16/2018 13:39:53 PM
Contract Manager Approval	sdecrona	08/16/2018 13:41:27 PM
Budget Analyst Approval	cpalme2	09/04/2018 09:56:58 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21046**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4605-06**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ROUNDS ENGINEERING LTD DBA CR ENGINEERING**Contractor Name: **ROUNDS ENGINEERING LTD DBA CR ENGINEERING**Address: **CR ENGINEERING
5434 LONGLEY LANE**City/State/Zip: **RENO, NV 89511-1879**Contact/Phone: **Christopher Rounds 775/826-1919**Vendor No.: **T29024113**NV Business ID: **NV20041355601**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % User Overage
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 **09/11/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **292 days**4. Type of contract: **Contract**Contract description: **Mechanical Assist.**

5. Purpose of contract:

This is a new contract that will provide mechanical, plumbing and fire protection design and specifications for Ice Age Fossils visitors center and restrooms.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Building a new visitors center and restroom.

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

We don't have the expertise9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

Request for Qualifications was comprehensive and they have done work for other state agencies.

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:

They have been a consultant with Nevada State Public Works Board 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:

Marc Lepire, Project Manager Ph: 775-684-2790

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	09/05/2018 10:04:15 AM
Division Approval	sdecrona	09/05/2018 10:04:19 AM
Department Approval	sdecrona	09/05/2018 10:04:21 AM
Contract Manager Approval	sdecrona	09/05/2018 11:19:30 AM
Budget Analyst Approval	cpalme2	09/11/2018 14:43:06 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20987**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4195-16**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **AIR RESCUE SYSTEMS CORP**Contractor Name: **AIR RESCUE SYSTEMS CORP**Address: **445 DEAD INDIAN MEMORIAL RD**City/State/Zip: **ASHLAND, OR 97520-9706**Contact/Phone: **BOB COCKELL 541/488-0941**Vendor No.: **T27042444**NV Business ID: **EXEMPT**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 #: **NDF19-004**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/18/2018**Anticipated BOE meeting date **09/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2018**Contract term: **43 days**4. Type of contract: **Contract**Contract description: **Helicopter Training**

5. Purpose of contract:

This is a new contract to provide specialized safety-oriented training on the division's newly acquired helicopter rescue hoist in support of initial and intermediate helicopter hoist techniques for insertion and extraction for rescue missions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,100.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon satisfactory completion of training and receipt/approval of the contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The division acquired a helicopter rescue hoist for use in insertion and extraction for rescue missions. The use of this hoist system requires specialized safety-oriented training for the aviation staff to safely utilize the equipment.

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 required by this contract.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 180801

Approval Date: 08/02/2018

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

This vendor is the only original equipment manufacturer authorized hoist training company for the host rescue system.

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

According to the Secretary of State's Office, the one-time service this contractor will be providing does not constitute doing business in the State of Nevada as defined in NRS 80.015 1(i).

16. a. Is 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.

According to the Secretary of State's Office, the one-time service this contractor will be providing does not constitute doing business in the State of Nevada as defined in NRS 80.015 1(i).

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.

The contractor is not registered with the Nevada Secretary of State's Office pursuant to NRS 80.015.

19. Agency Field Contract Monitor:

TOM KNIGHT, AVIATION SERVICES OFFICER Ph: 775-782-1422

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

dgree6

08/28/2018 07:46:13 AM

Division Approval

dprather

08/28/2018 09:57:01 AM

Department Approval

dprather

08/28/2018 09:57:04 AM

Contract Manager Approval

ldunn

09/04/2018 08:05:12 AM

Budget Analyst Approval

cpalme2

09/18/2018 08:01:24 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 Huag
Administrator

Purchasing Use Only:

Approval#: 180801

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: <i>Nevada Division of Forestry</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Tom Knight, Aviation Services Officer</i>	<i>775-721-8998</i>	<i>tknight@forestry.nv.gov</i>

1b	Vendor Information:	
	Identify Vendor:	<i>Air Rescue Systems (ARS)</i>
	Contact Name:	<i>Bob Cockell</i>
	Address:	<i>700 Jefferson Ave, Ashland, OR 97520</i>
	Telephone Number:	<i>1-541-488-0941 or cell 1-541-690-6178</i>
	Email Address:	<i>bob@airrescuesystems.com</i>

1c	Type of Waiver Requested - Check the appropriate type:	
	Sole or Single Source:	<i>X</i>
	Professional Service Exemption:	<i>X</i>

1d	Contract Information:			
	Is this a new Contract?	Yes	Yes	No
	Amendment:	#		
	CETS:	#		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>October 8th, 2018</i>	End Date:

1f	Funding:	
	State Appropriated:	<i>2017-2019 Biennium (FY18-19) B/A 4195, DU-E353, Catg. 5, GL 7060</i>
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>\$26,400.00</i>

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p><i>Air Rescue Systems (ARS) will be conducting specialized training on NDF's newly acquired rescue hoist that was approved through the FY18/19 Legislative Budget and obtained through State Purchasing.</i></p> <p><i>ARS will provide detailed, safety oriented training for NDF's Air Operations Program in support of initial and intermediate helicopter Hoist techniques for insertion and extraction for rescue missions. The training will consist of classroom, static skills with the aircraft, flight operations, and a final of scenario based rescue operations. Upon completion, ARS will certify four pilots, six helicopter managers, and one aircraft mechanic as Hoist Operators.</i></p> <p><i>UTC Aerospace Systems was contacted and were asked to provide a list of companies that are authorized to conduct the specialized hoist training and can provide certification upon completion. ARS was given as the only OEM approved training program.</i></p>
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3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p><i>ARS is the only OEM authorized provider for hoist training utilizing the Goodrich Rescue System. UTC Aerospace Systems was contacted and were asked to provide a list of companies that are authorized to conduct the specialized hoist training and can provide certification upon completion. ARS was given as the only OEM approved training program.</i></p> <p><i>ARS is the OEM for specialized hoist operator safety equipment. The equipment is OSHA and FAA approved for aircraft external use. NDF will be utilizing ARS safety equipment and will receive training on the proper use from certified OEM equipment trainers.</i></p>
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4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>ARS is the only OEM authorized hoist training company for the Goodrich Rescue System.</i></p>
---	---

5	<p>Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p>
	<p>b. <i>If not, why were alternatives not evaluated?</i></p>
	<p><i>The Goodrich Rescue System (Rescue Hoist) provided by UTC Aerospace Systems is the only certified internal rescue hoist available for use in NDF's UH-1H helicopters.</i></p>

6	<p>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.</p>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
	<p>a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship</i></p>		

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#, RFO#, Waiver #)
		\$		
		\$		
		\$		
		\$		
		\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	ARS is the OEM's only authorized provider of training for the Goodrich Rescue System. Without an OEM certified training program, NDF would not be able to use the rescue hoist and get its helicopter flight crews trained and certified.

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?
	UTC Aerospace Systems was contacted and were asked to provide a list of companies that are authorized to conduct the specialized hoist training and can provide certification upon completion. ARS was given as the only OEM approved training program.

9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:	X	No:	X
	a. If yes, please provide details regarding future obligations or needs.				
	Once the training is completed, NDF's flight crews will be qualified to train additional staff using Train the Trainer concept. The only way I can see going out and using this company again would be if there was a large turnover of staff or some OEM/FAA mandate changes training requirements/certification requirements.				

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

Thomas W. Knight
Print Name of Agency Representative Initiating Request

7/31/2018
Date


Signature of Agency Head Authorizing Request

Kacey KC
Print Name of Agency Head Authorizing Request

8/3/18
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

8-2-2018
Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20981**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EIDE BAILLY LLP**Contractor Name: **EIDE BAILLY LLP**Address: **PO BOX 2545**City/State/Zip: **Fargo, ND 58108-2545**Contact/Phone: **Doug Cash 303-586-8504**Vendor No.: **T29026023A**NV Business ID: **NV20001000409**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 #: **3260-22-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2018**Anticipated BOE meeting date **10/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2021**Contract term: **3 years and 112 days**4. Type of contract: **Contract**Contract description: **Eide Bailly Forensic**

5. Purpose of contract:

The is a new contract to provide an forensic accounting examination of payroll records for one of the Business Enterprise of Nevada's locations on the Hoover Dam.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**

Other basis for payment: Partners/Directors/Senior Managers: \$320/Hour; Managers: \$250/Hour; Staff Associates: \$180/Hour; Auto mileage reimbursement: \$0.545/mile; Travel time will be charged at half the standard rate; All legal expenses will be reimbursed as actually incurred. The Contract payable upon approval of detailed invoice by authorized BEN staff. Total Contract Not to Exceed:\$49,500.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Allegations of fraud involving employee payroll at a BEN location on the Hoover Dam.

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

State employees are not qualified to undertake the forensic examinations.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Eide Bailly, LLP and its predecessor have been providing satisfactory accounting/audit 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:

Chris Mazza, Chief Business Enterprise Officer Ph: 702-486-8800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	08/21/2018 11:50:03 AM
Division Approval	kdesoci1	08/29/2018 11:57:55 AM
Department Approval	kdesoci1	08/29/2018 11:57:58 AM
Contract Manager Approval	swilli31	08/29/2018 13:29:12 PM
Budget Analyst Approval	dbaughn	09/19/2018 08:40:58 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20069**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **HERSHENOW & KLIPPENSTEIN**Contractor Name: **HERSHENOW & KLIPPENSTEIN**Address: **ARCHITECTS INC
5485 RENO CORPORATE DR STE 100
RENO, NV 89511-2262**City/State/Zip: **RENO, NV 89511-2262**Contact/Phone: **Jeff Klippenstein 775/332-6640**Vendor No.: **T80984709**NV Business ID: **NV19941047730**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 #: **3240-21-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2018**Anticipated BOE meeting date **08/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2020**Contract term: **2 years and 112 days**4. Type of contract: **Contract**Contract description: **Reno Food Court**

5. Purpose of contract:

This is a new contract to provide architectural, engineering and project management expertise for a major food court build out at the Reno DMV.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,000.00**

Other basis for payment: Schematic Design: \$3,500 Flat Fee; Design Development: \$4,500 Flat Fee; Construction Documents: \$6,000 Flat Fee; Bid/Review: \$500 Flat Fee; Construction Administration: \$1,500 Flat Fee. Contract payable upon approval of detailed invoice by authorized BEN staff. Total Contract not to exceed \$16,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

BEN is obligated to provide full support to visually impaired operators of snack bars located in Federal, State, County and City buildings. Some of the snack bars are in locations that are being closed down due to new construction. These locations need architectural drawings, engineering schematics and project oversight in order to facilitate the construction of the new snack bars.

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

Agency employees are not registered architects or certified engineers.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been providing satisfactory services to multiple agencies, including Public Works, since Feb. 2009.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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:

Catherine Fletcher, BEO I Ph: 775-823-8151

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	05/11/2018 10:44:49 AM
Division Approval	kdesoci1	08/29/2018 08:33:36 AM
Department Approval	kdesoci1	08/29/2018 08:33:39 AM
Contract Manager Approval	swilli31	08/29/2018 11:14:48 AM
Budget Analyst Approval	dbaughn	09/11/2018 08:46:11 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20178**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3254-09**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Clark County School District**Contractor Name: **Clark County School District**Address: **5100 W. Sahara Avenue, 2nd Flr**City/State/Zip: **Las Vegas, NV 89146**Contact/Phone: **Shana Venenga 702-799-6560**Vendor No.: **T40231800**NV Business ID: **Governmental Entity**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 **21.30 %** Fees **0.00 %****X** Federal Funds **78.70 %** Bonds **0.00 %**Highway Funds **0.00 %** Other funding **0.00 %**Agency Reference #: **3242-20-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2018**Anticipated BOE meeting date **09/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2020**Contract term: **1 year and 293 days**4. Type of contract: **Interlocal Agreement**Contract description: **STEP 2018-2020**

5. Purpose of contract:

This is a new intrastate interlocal agreement that continues to provide monthly training events in conjunction with Clark County School District's Student Transition & Enrichment Program (STEP), which are designed to provide students (ages 14-21) who are blind or visually impaired with help to identify areas of interest and to successfully transition to college or the workforce.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,000.00**

Payment for services will be made at the rate of \$950.00 per Event

II. JUSTIFICATION

7. What conditions require that this work be done?

The Workforce Innovation and Opportunity Act (WIOA), (Pub. L. 113-128) signed into law on July 22, 2014, (which includes changes to the Rehabilitation Act of 1973 as amended by Title IV of WIOA), requires State Vocational Rehabilitation Programs to collaborate with local school districts to provide Pre-Employment Transition Services (Pre-ETS) to students.

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 skill sets nor the access to the students to provide the PRE-ETS services to students who are blind or visually impaired, as required.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Governmental Entity

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been under multiple contracts with VR/BSBVI since 1999 and has been providing satisfactory service for the entire time.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Jenn McMahon, Rehab Supervisor Ph: 702-

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	05/30/2018 15:06:42 PM
Division Approval	kdesoci1	08/29/2018 11:58:15 AM
Department Approval	kdesoci1	08/29/2018 11:58:18 AM
Contract Manager Approval	swilli31	08/29/2018 13:43:20 PM
Budget Analyst Approval	dbaughn	09/11/2018 10:12:51 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **20192**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **4771-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CDW Government LLC**Contractor Name: **CDW Government LLC**Address: **230 N. Milwaukee Ave.**City/State/Zip: **Vernon Hills, IL 60061**Contact/Phone: **Sarah Larsson/Enrique Covarrubias
2038517236**

Vendor No.:

NV Business ID: **NV20101017707**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 % Budget - 4771

Agency Reference #: **3246-19-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/17/2018**Anticipated BOE meeting date **08/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2021**Contract term: **2 years and 349 days**4. Type of contract: **Contract**Contract description: **UPS Replacement**

5. Purpose of contract:

This is a new contract to provide UPS Replacement, 3 year maintenance and service under 3 year warranty agreement located at 2800 E. St. Louis Ave, Las Vegas, NV.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,850.00**

Payment for services will be made at the rate of \$24,850.00 per invoice

Other basis for payment: includes equipment, parts, and installation

II. JUSTIFICATION

7. What conditions require that this work be done?

UPS failure

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

Lack qualifications and resources

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Briggs Electric
Vertive Services
CDW Government LLC
Southwest Power Solutions

b. Solicitation Waiver: **Not Applicable**

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

Only vendor that responded

d. Last bid date: 03/07/2018 Anticipated re-bid date: 07/18/2023

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

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:

Brandon Taylor, Operations Manager Ph: 775-684-3901

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	08/29/2018 12:50:06 PM
Division Approval	kdesoci1	09/07/2018 12:05:54 PM
Department Approval	kdesoci1	09/07/2018 12:05:56 PM
Contract Manager Approval	kdesoci1	09/07/2018 13:16:05 PM
Budget Analyst Approval	dbaughn	09/17/2018 09:32:47 AM



**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: September 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 **INFORMATION** 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 353.2755, the Division hereby submits notice to the Board of Examiners of Mineral County's intent to request a recommendation by the Board of Examiners to the Interim Finance Committee for approval of grants and/or loans from the Disaster Relief Account to cover a portion of the expenses associated with repairs to public infrastructure necessitated due to flash flooding events that July 21 – 22, 2018.

Additional Information:

In accordance with NRS requirements, the county must submit written notice to the Division of Emergency Management of its intent to request funding from the Disaster Relief Account within 60 days of the declared emergency. As a condition of that effort, the County's governing body, the County Board of Commissioners, must determine that the event, in which the damage was borne, constituted a disaster.

Attached for the Boards consideration of this request, the county has provided a copy of Resolution No. 18-017, adopted on August 1, 2018, by the Mineral County Board of Commissioners. Further, the County understands that it must submit an application with all supporting financial information and documentation to the State Department of Taxation within the statutorily established reporting requirement of eighteen months

from the date of this written notification to qualify for an allocation from the Disaster Relief Account.



Statutory Authority:

BOE approval required pursuant to NRS 353.2755.

REVIEWED: _____
ACTION ITEM: _____



From: ☐ Justin Luna Sent: Tue 8/14/2018 3:46 PM
To: ☒ Paul Nicks; ☐ 'director@lcb.state.nv.us'
Cc: ☐ James Wright; ☐ Caleb S. Cage; ☒ Susan Brown; ☒ Jim Rodriguez;
☐ JAMES MALONE - Legislative Counsel Bureau | Fiscal | Fiscal (James.Malone@lcb.state.nv.us);
☐ 'Mark.Krmpotic@lcb.state.nv.us'; ☐ 'Cindy.Jones@lcb.state.nv.us'; ☒ Kelly Langley
Subject: BA 1335 DRA - Intent to Apply from Mineral Co for flash floods July 2018

 Message  DRA Mineral Co Letter of Intent 2018-07 +declaration.pdf (848 KB)

Director Nicks and Director Combs:

Subject: Letter of Intent to Request Funding from the Nevada Disaster Relief Account (DRA) – Mineral County flash floods July 2018

Per NRS 353.2755, please accept this email as formal notice that Mineral County intends to submit a full application to the DRA for reimbursement of a portion of their expenditures incurred during the response to a flash flood incident in July 2018.

The division is committed to continue to work closely with Mineral County in developing the submission of the final application for funding under the DRA.

Please let us know if you have any questions or need additional information at this time.
Thank you,

Justin Luna, CPM
Administrative Services Officer

Division of Emergency Management
& Homeland Security, State of Nevada
2478 Fairview Drive
Carson City, NV 89701

Office (775) 687-0304
justin.luna@dps.state.nv.us

Website: <http://dem.nv.gov/>

Follow us on Twitter at: @NVEmergencyMgmt

Find us on Facebook: <https://www.facebook.com/NDEMDHS>



"Nevada's Essential Emergency and Disaster Coordinating Partner."

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Mineral County Office of Emergency Management

Patrick Hughes - Mineral County Emergency Manager

Caleb S. Cage
Chief and Homeland Security Advisor
Nevada Division of Emergency Management
2478 Fairview Drive
Cason City, Nevada 89701

Re: Notice of Intent to Request Disaster Relief Funding

Dear Mr. Cage,

This letter serves as Mineral County's written notice of intent to request funding from the State Disaster Relief Account, pursuant to NRS 353.2755, for the damages incurred to public infrastructure that resulted from the thunderstorms and subsequent flash flooding events that transpired over the weekend of July 21 and 22, 2018 in Mineral County.

Under the NRS, the County's governing body, the County Board of Commissioners, must determine that the event constituted a disaster. Attached is Resolution No. 18-017, adopted on August 1, 2018, by the Mineral County Board of Commissioners. The County understands that it must submit an application with all supporting financial information and documentation to the State Department of Taxation within eighteen months of the date of this written notification for the consideration of the disaster relief funding.

Sincerely,

Patrick Hughes
Mineral County Emergency Manager

DECLARATION OF A DISASTER EMERGENCY

Resolution No. 18-017

A RESOLUTION WHERE BY THE MINERAL COUNTY BOARD OF COMMISSIONERS
PROCLAIMS THE EXISTENCE OF AN EMERGENCY AND/OR DISASTER

BE IT RESOLVED BY THE MINERAL COUNTY BOARD OF COMMISSIONERS OF HAWTHORNE, NEVADA:

WHEREAS, MINERAL COUNTY IS A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND IS
AUTHORIZED UNDER THE POWERS GRANTED UNDER CHAPTER 414 OF THE NEVADA REVISED
STATUTES AND COUNTY CODE TITLE 2.36.030 TO DECLARE AN EMERGENCY; AND

WHEREAS, ON THIS DAY OF AUGUST 1, 2018, THE BOARD OF COMMISSIONERS OF MINERAL
COUNTY, NEVADA, FOUND THAT A STATE OF EMERGENCY AND/OR DISASTER DOES EXIST DUE TO THE
CONDITIONS ARISING FROM THE SEVERE THUNDER STORMS ON JULY 21, 2018 AND JULY 22, 2018
RESULTING IN SEVERE FLASH FLOODING AND MUDFLOWS GENERALLY LOCATED WITHIN THE MINERAL
COUNTY GEOGRAPHIC AREA; AND

WHEREAS, THE FLASH FLOODS AND MUDFLOWS, FROM SAID STORMS, AFFECTED THE
COMMUNITIES LOCATED WITHIN MINERAL COUNTY CAUSING DAMAGE TO PUBLIC AND PRIVATE ROADS,
PUBLIC AND PRIVATE INFRASTRUCTURE, AND PUBLIC AND PRIVATE PROPERTIES, AND IS EXPECTED TO
PRESENT SIGNIFICANT COST TO THE COUNTY BECAUSE OF RESPONSE TO SAID EVENTS AND CLEANUP
FROM SAID EVENTS; AND

WHEREAS, IT IS IMPERATIVE THAT UTILITIES BE RESTORED, ROADS CLEARED AND REPAIRED,
AND AFFECTED INFRASTRUCTURE AND PROPERTIES BE RESTORED AS SOON AS REASONABLY
POSSIBLE WITHIN IMPACTED AREAS OF MINERAL COUNTY.

NOW THEREFORE BE IT RESOLVED BY THE MINERAL COUNTY BOARD OF
COMMISSIONERS THAT, UNDER THE PROVISIONS OF THE NEVADA REVISED STATUTES CHAPTER 414
AND MINERAL COUNTY CODE TITLE 2.36.030, A STATE OF EMERGENCY DOES EXIST DUE TO
CONDITIONS OF ARISING FROM THE THREAT OF FLOODING WITHIN MINERAL COUNTY; AND

BE IT FURTHER RESOLVED THAT, SUCH DECLARATION EXISTS UNTIL SUCH TIME AS THE
COUNTY DETERMINES THAT THERE IS NO LONGER A THREAT TO LIFE AND PROPERTY; AND

BE IT FINALLY RESOLVED THAT, COPIES OF THIS DECLARATION BE PROVIDED TO THE
GOVERNOR OF THE STATE OF NEVADA, THE DIRECTOR OF THE NEVADA STATE DIVISION OF
EMERGENCY MANAGEMENT, ASKING THAT THEY DECLARE THAT A STATE OF EMERGENCY/DISASTER
EXISTS IN MINERAL COUNTY.

PASSED, ADOPTED, AND APPROVED THIS 1ST DAY OF AUGUST, 2018.

BOARD OF COUNTY COMMISSIONERS, MINERAL COUNTY, NEVADA

Commissioner: 
Jamie Tipton, Chair, Board of County Commissioners

Commissioner: 
Chris Hegg, Vice Chairman, Board of County Commissioners

Commissioner: 
Garth Price, Member, Board of County Commissioners

Attest: 
Christopher Nepper, Clerk of the Board