

# POST

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

### BOARD OF EXAMINERS

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

**DATE AND TIME:** January 10, 2012, 10:00 a.m.

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

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### AGENDA

1. **PUBLIC COMMENTS**
- \*2. **FOR POSSIBLE ACTION – APPROVAL OF THE DECEMBER 13, 2011 BOARD OF EXAMINERS’ MEETING MINUTES**
- \*3. **FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

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

**A. Department of Taxation - \$260,164**

The Department of Taxation is requesting an allocation of \$260,164 from the Interim Finance Contingency Fund to establish and maintain a Tobacco Master Settlement Agreement Enforcement Unit in Fiscal Year 2013.

**\*4. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**

**A. Department of Taxation – \$5,767,114**

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 175 refund requests totaling \$5,767,114.

**\*5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

**A. Department of Adjutant General and National Guard – Military**

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Office of the Military seeks a favorable Board of Examiner’s decision regarding the Office of the Military’s determination to use a temporary services contract to employ a former Administrative Assistant to provide coverage during the recruitment and training period of a new employee due to a vacancy during the closing of the state and federal fiscal years. The term of the contract services is August 8, 2011 through February 14, 2012.

**\*6. FOR POSSIBLE ACTION – REQUEST FOR BLANKET PRE-APPROVALS FOR CONTRACTING WITH FORMER EMPLOYEES WHO MEET CERTAIN CRITERIA**

**A. Department of Transportation**

Pursuant to the State Administration Manual (SAM) 323 (2), the Department of Transportation seeks a favorable Board of Examiner’s decision regarding pre-approvals for former employees who work in seasonal, intermittent or other temporary capacities if the person will be performing or producing services for which the business or entity is employed.

**\*7. FOR POSSIBLE ACTION – VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

**Pursuant to NRS 217.117 Section 3**, the Board may review the case and either render a decision within 15 days of the Board meeting; or, if they would like to hear the case with the appellant present, they can schedule the case to be heard at their next meeting.

**A. Myles Machado**

Mr. Machado is appealing the denial of his application for VOCP assistance. Mr. Machado’s application was denied due to late filing of the police report.

**B. Stephen E. Sabo, Jr.**

Mr. Sabo is appealing the denial of his application for VOCP assistance. Mr. Sabo's application was denied due to late filing of the application.

**\*8. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Board of Examiners for Alcohol, Drugs & Gambling	King 400	\$30,202
	<b>Lease Description:</b> This is a relocation lease to house the Board of Examiners Alcohol, Drugs & Gambling. The new location will be a savings of \$66 dollars a month which will be a total savings of \$3960. <b>Term of Lease:</b> 01/11/2012 – 01/31/2017		
2.	Department Employment, Training and Rehabilitation	Omninet Westbay, LP	\$3,035,085
	<b>Lease Description:</b> This is an extension of an existing lease and includes expansion of space by 2,578 square feet and generates a savings of \$62,008.37 over the seven year lease term. <b>Term of Lease:</b> 02/01/2012 – 01/31/2019		
3.	Department Employment, Training and Rehabilitation – Employment Security Division	JS Park Sahara, LLC	\$109,296
	<b>Lease Description:</b> This is an extension of an existing lease which has been negotiated to house the Department of Employment, Training & Rehabilitation generating a savings of \$57,187.20 over the two year lease term. <b>Term of Lease:</b> 02/01/2012 – 01/31/2014		
4.	Department Employment, Training and Rehabilitation – Nevada Equal Rights Commission	JS Park Sahara, LLC	\$160,280
	<b>Lease Description:</b> This is a relocation lease from the Las Vegas Grant Sawyer Building to accommodate a Legislative Counsel Bureau expansion. The new lease reduces the agency's square footage by 1,084 square feet and generates a savings of \$45,880.80 over the four year lease term. <b>Term of Lease:</b> 02/01/2012 – 01/31/2016		
5.	Department of Health and Human Services – Health Division – Women's Infants and Children Program (WIC)	Bar Charleston Acquisitions, LLC	\$139,314
	<b>Lease Description:</b> This is a relocation lease to house the Health Division's WIC Program generating a savings of \$50,643 over the term of the lease due to rate reduction. <b>Term of Lease:</b> 01/10/2012 – 03/09/2018		
6.	Department of Health and Human Services – Health Division – Nevada Early Intervention Services (EIS)	Bar Charleston Acquisitions, LLC	\$319,056
	<b>Lease Description:</b> This is a relocation lease to house the Health Division's EIS Program generating a savings of \$175,406 over the term of the lease due to rate reduction. <b>Term of Lease:</b> 01/10/2012 – 03/09/2018		
7.	Department of Health and Human Services – Health Division – Epidemiology and Response (EPI)	Bar Charleston Acquisitions, LLC	\$305,931
	<b>Lease Description:</b> This is a relocation lease to house the Health Division's EPI Program generating a savings of \$111,212 over the term of the lease due to rate reduction. <b>Term of Lease:</b> 12/01/2011 – 11/30/2016		

BOE #	LESSEE	LESSOR	AMOUNT
8.	Department of Health and Humans Services – Mental Health and Developmental Services – Southern Nevada Adult Mental Health Services	Bauserman Group, LLC	\$238,695
	<b>Lease Description:</b> This is an extension of an existing lease to house the Southern Nevada Adult Mental Health Services. <b>Term of Lease:</b> 02/01/2012 – 01/31/2017		
9.	Office of the Military	W & W Partnership, LTD	\$176,859
	<b>Lease Description:</b> This is a relocation lease to house the Office of the Military. <b>Term of Lease:</b> 02/01/2012 – 01/31/2017		
10.	Department of Transportation	Airport Gardens Investors, LLC	\$61,710
	<b>Lease Description:</b> This is an extension of an existing lease to house the Department of Transportation in Reno at the same cost as the prior lease, which is considerably below current Reno market lease rates. <b>Term of Lease:</b> 01/01/2012 – 12/31/2013		
11.	Department of Transportation	Nye Lane Properties	\$103,218
	<b>Lease Description:</b> This is an extension of an existing lease to house the Department of Transportation at a savings of approximately \$32,800 over the two-year period. <b>Term of Lease:</b> 01/01/2012 – 12/31/2013		

**\*9. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
1.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	MELISSA PIASECKI MD PC	GENERAL	\$10,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides expert testimony and evaluation in connection with pending litigations, including, but not limited to, reviewing documents, records, hearing transcripts, letters, memorandums, electronically recorded and collected data, and all other material or media relevant to arriving at opinions and conclusions in connection with pending litigations. This amendment increases the maximum amount from \$9,900 to \$19,900; extends the termination date from June 30, 2012 to June 30, 2013 and changes the scope of work from evaluating a particular federal habeas case to providing expert services for cases that require a licensed psychiatrist to review records and testify. <b>Term of Contract:</b> 03/26/2010 - 06/30/2013 <b>Consultant:</b> NO <b>Contract #</b> 10877				
2.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	DAVID HELLERSTEIN, MD PHD	OTHER: INSURANCE PREMIUM TRUST FUND	\$20,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is the third amendment to the original contract, which provides assistance to counsel involving medical conditions and medical treatment for individuals in legal confinement by reviewing and analyzing medical records, offering medical opinions, preparing written reports, charts and summaries. The vendor will assist the counsel by offering expert opinions and testifying at depositions and trial. This amendment increases the maximum amount from \$69,990.00 to \$89,990.00 due to a continued need for their services on a particular case. <b>Term of Contract:</b> 09/07/2010 - 06/30/2013 <b>Consultant:</b> NO <b>Contract #</b> 11521				
3.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	TRIAL SCIENCE	OTHER: INSURANCE PREMIUM TRUST FUND	\$60,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide focus groups and mock trials, develop openings and themes, create and analyze supplemental questionnaires, and services related to jury selection and case consultation for a potential and/or for future lawsuits against the state. <b>Term of Contract:</b> 01/10/2012 - 06/30/2014 <b>Consultant:</b> NO <b>Contract #</b> 12904				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
4.	040	SECRETARY OF STATE'S OFFICE	MICHAEL NEIL O'CALLAGHAN, CHTD	GENERAL	\$287,875	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide for the enforcement of the provisions of the Nevada Uniform Securities Act (NRS 90.211 et seq.) and regulations which govern the offer, sale, purchase, and registration of securities, as well as the licensing of securities industry professionals and provisions of the Nevada Commodities Code (NRS 91.010 et seq.) which governs the offer, sale and purchase of commodities. This contractor will plan, organize, manage and coordinate civil and administrative enforcement activities; prepare and review subpoenas and administrative orders; represent the division at enforcement hearings; maintain appropriate records and reports; initiate investigations; conduct legal research and prepare legal documents for case submission; and assist with the drafting of statutes, regulations, and internal policies and procedures. Fulfillment of duties may require in state and out of state travel.				
5.	040	SECRETARY OF STATE'S OFFICE - HAVA ELECTION REFORM	ADVANCED DATA SYSTEMS, INC.	FEDERAL	\$70,150	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides offsite computer maintenance and technical support service of voter data provided to the Secretary of State for Help America Vote Act (HAVA) for thirteen (13) Nevada Counties: Churchill, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, and White Pine. This amendment increases the maximum amount from \$25,000 to \$95,150 due to a change in the scope of work to include a project for the development and implementation of web services for the thirteen Nevada counties to expand the Nevada On-line Voter Access registration.				
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	ACTIVE PLUMBING, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$20,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing plumbing services for various state owned buildings in the Las Vegas area, on an as needed bases and at the request and approval of a Buildings and Grounds designee.				
7.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	BUILDING CONTROL SERVICES, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$80,000	SOLE SOURCE
	<b>Contract Description:</b>	This is the second amendment to the original contract, which provides ongoing maintenance and service for Allerton temperature control systems. This amendment increases the maximum amount from \$105,000 to \$185,000 for repairs and upgrades on the heating and air conditioning systems for various state buildings, as needed, and upon the request and approval of a Buildings and Grounds designee.				
8.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	JOHNSON CONTROLS, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$67,500	
	<b>Contract Description:</b>	This is the second amendment to the original contract, which provides ongoing back-up heating and air conditioning maintenance/service and repair on the HVAC systems at the Grant Sawyer Building located at 555 East Washington Avenue, Las Vegas, NV. In addition, the contractor will also provide service to various buildings located in the Las Vegas and Reno/Carson City areas upon the request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$390,648.84 to \$458,148.84 due to unanticipated HVAC system expenditures for repairs and upgrades.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
9.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	PRECISION PUMP, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$15,000	
	<b>Contract Description:</b>	This is the second amendment to the original contract, which provides ongoing repairs and service to pumps and motors for various state building sites in the Las Vegas area, on an as needed basis and at the request and approval of Buildings and Grounds. This amendment increases the maximum amount from \$14,999 to \$29,999 for required maintenance and repair projects and updates the insurance.				
		Term of Contract:	04/01/2009 - 03/31/2013	Consultant: NO	Contract # CONV6100	
10.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	UNIFIRST CORP	FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME FEES	\$6,708	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides ongoing standard and scraper floor mat services to various state buildings in the Las Vegas area on a bi-weekly basis and may vary upon the written request and approval of a Buildings and Grounds designee. This amendment extends the termination date from February 28, 2012 to February 28, 2014 and increases the maximum amount from \$7,708 to \$14,416 due to the extension.				
		Term of Contract:	03/01/2010 - 02/28/2014	Consultant: NO	Contract # 10760	
11.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	VORTEX INDUSTRIES, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME FEES	\$20,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing door installation services such as overhead roll up doors, hollow metal and wood doors, personnel and glass doors, overhead doors, roof hatches, access and floor doors, and bullet resistant doors and windows for various state buildings in the Las Vegas area. Services will be on an as needed basis and at the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	Upon Approval - 01/09/2016	Consultant: NO	Contract # 12879	
12.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - 2005 MILITARY CIP PROJECTS - LVRC-NON-EXEC	TERRACON CONSULTANTS, INC.	BONDS: PROCEEDS FROM SALE OF BONDS 4% OTHER: TRANSFER FROM CAPITAL PROJECTS FUND 5% FEDERAL 91%	\$74,485	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional miscellaneous services for the Nevada Army National Guard Field Maintenance shop and Civil Support Team (CST)/Weapons of Mass Destruction (WMD) Readiness Center civil site improvements; Project no. 09-C13; Contract No. 15935.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12892	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
13.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - MILITARY 2005 CIP - VET HOME-NON-EXEC	JVC ARCHITECTS	BONDS: SALE OF BONDS 67% OTHER: 30% UNIVERSITY SYSTEM RECEIPTS 3% TRANSFER FROM CAPITAL PROJECT FUNDS 33%	\$23,520	PROFESSIONAL SERVICE	
		<b>Contract Description:</b>	This is the fifth amendment to the original contract, which provides ongoing architectural/engineering services for the Veterans Cemetery Expansion Planning; Boulder City, Nevada; Project No. 07-P05 and 09-C18; Contract No. 2559. This amendment increases the maximum amount from \$455,957 to \$479,447 and provides additional services to implement the agency's Primavera Project Management software during the construction of the project.				
		<b>Term of Contract:</b>	11/13/2007 - 06/30/2013	<b>Consultant:</b> NO	Contract # CONV4910		
14.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - MILITARY 2011 CIP PROJECTS-NON-EXEC	JBA CONSULTING ENGINEERS, INC.	BONDS: PROCEEDS FROM SALE OF BONDS 16% FEDERAL 84%	\$11,200	PROFESSIONAL SERVICE	
		<b>Contract Description:</b>	This is a new contract to provide professional architectural/engineering services to replace vehicle exhaust systems - Northern Nevada Army National Guard Field Maintenance Shop/Combined Support Maintenance Shop Buildings; Project No. 11-M05; Contract No. 8311.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2015	<b>Consultant:</b> NO	Contract # 12837		
15.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - MILITARY 2011 CIP PROJECTS-NON-EXEC	MELROY ENGINEERING INC DBA MSA ENGINEERING CONSULTANTS	BONDS: PROCEEDS FROM SALE OF BONDS 10% FEDERAL 90%	\$42,700	PROFESSIONAL SERVICE	
		<b>Contract Description:</b>	This is a new contract to provide professional architectural/engineering services to install an emergency generator at the Army Aviation Support Facility, Project No. 11-M06; Contract No. 10854.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2015	<b>Consultant:</b> NO	Contract # 12835		
16.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - 2011 STATEWIDE CIP-NON-EXEC	FARR WEST ENGINEERING	BONDS: PROCEEDS FROM SALE OF BONDS 99.8% OTHER: TRANSFER FROM CAPITAL PROJECT FUND 0.2%	\$35,000	PROFESSIONAL SERVICE	
		<b>Contract Description:</b>	This is a new contract provide professional architectural/engineering services for the Stewart Indian Colony Fire Protection Water Source Planning Project; Project No. 11-S03(5); Contract No. 15518.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2015	<b>Consultant:</b> NO	Contract # 12898		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
17.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - 2011 STATEWIDE CIP-NON-EXEC	HARRIS CONSULTING ENGINEERS	OTHER: TRANSFER FROM CAPITAL PROJECTS FUND	\$61,860	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional architectural/engineering services to separate the fire/smoke system and upgrade the HVAC system - Grant Sawyer Office Building; Project no. 11-M08A; Contract 16616.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12899	
18.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - DMV/PS CIP MAINTENANCE PROJECTS-NON-EXEC	HERSHENOW & KLIPPENSTEIN	HIGHWAY 90% OTHER: TRANSFER FROM DEPT. OF MOTOR VEHICLES 10%	\$255,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional architectural services for the Department of Motor Vehicles - South Reno Facility - Advance Planning through schematic design; Project No. 11-E02; Contract No. 15284.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12894	
19.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - DMV/PS CIP MAINTENANCE PROJECTS-NON-EXEC	TATE SNYDER KIMSEY ARCHITECTS, LTD	HIGHWAY 90% OTHER: TRANSFER FROM DEPT. OF MOTOR VEHICLES 10%	\$199,080	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional architectural/engineering services for the Department of Motor Vehicles Las Vegas Advanced Planning & Site Acquisition; Project No. 11-E04; Contract No. 15280.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12897	
20.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	HCC CORPORATION DBA HYATT REGENCY LAKE TAHOE	OTHER: LODGING TAX	\$32,000	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to provide the site for the 2012 Rural Roundup Conference to be held in Incline Village, Nevada April 18-20, 2012. The conference location was predetermined by the Rural Roundup Committee and requires over 200 hotel rooms and at least five meeting rooms with a large seating capacity.				
		Term of Contract:	04/01/2012 - 04/30/2012	Consultant: NO	Contract # 12903	
21.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	BOARD OF REGENTS-NVIE	OTHER: DEPT OF EMPLOYMENT, TRAINING & REHAB (STATE CAREER ENHANCEMENT PRG FUNDS)	\$250,000	EXEMPT
	<b>Contract Description:</b>	This is the first amendment to the original interlocal which provides training for employees of Nevada businesses. This amendment increases the maximum amount from \$500,000 to \$750,000 due to an increase of available funds from the State Career Enhancement Program with the Department of Employment, Training and Rehabilitation.				
		Term of Contract:	11/08/2011 - 06/30/2012	Consultant: NO	Contract # 12691	



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
22.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	PROGRESSIVE INDUSTRIES	OTHER: PATIENT COLLECTIONS; FEDERAL FUNDS = MEDICAID CHARGES 50% FEDERAL 50%	\$50,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing small oxygen tank delivery to the Nevada State Veterans Home. The contractor will provide weekly delivery of small (E-tank) oxygen tanks to the Home for use by individual residents as they move about the Home.				
		<b>Term of Contract:</b>	02/01/2012 - 01/31/2014	<b>Consultant:</b> NO	Contract # 12877	
23.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - PROBLEM GAMBLING	BOARD OF REGENTS, NSHE	OTHER: SLOT TAX	\$33,086	
	<b>Contract Description:</b>	This is a new interlocal agreement that will allow the Department of Health and Human Services (DHHS) to continue its relationship with the UNLV International Gaming Institute (UNLV-IGI). Since 2007, UNLV-IGI has collected data and done research associated with state-funded problem gambling treatment programs under the auspices of a grant. As of July 1, 2011, UNLV-IGI's work included the collection of encounter data that is used by DHHS to pay treatment providers. The arrangement is an essential element of the Problem Gambling Treatment Strategic Plan, which includes not only treatment standards but also a fee-for-service rate reimbursement schedule. The evolution of the relationship between DHHS and UNLV-IGI now requires an interlocal agreement rather than a grant.				
		<b>Term of Contract:</b>	01/01/2012 - 06/30/2012	<b>Consultant:</b> NO	Contract # 12901	
24.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CLARK COUNTY	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$217,000,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Clark County to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state government owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount for inpatient and outpatient services.				
		<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	<b>Consultant:</b> NO	Contract # 12867	
25.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CLARK COUNTY	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$29,000,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Clark County to support and fund the non-federal share of the supplemental Graduate Medical Education (GME) program for non-state government owned and operated teaching hospitals.				
		<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	<b>Consultant:</b> NO	Contract # 12868	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
26.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	HUMBOLDT COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$650,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Humboldt County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12882	
27.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	HUMBOLDT COUNTY HOSPITAL DISTRICT	OTHER: INTERGOVERNMENTAL TRANSFER (IGT)	\$2,950,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Humboldt County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$600,000 to \$3,550,000.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12129	
28.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LANDER COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$180,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lander County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12885	
29.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LANDER COUNTY HOSPITAL DISTRICT	OTHER: INTERGOVERNMENTAL TRANSFER (IGT)	\$410,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lander County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state government owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$5,000 to \$415,000.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12194	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
30.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LINCOLN COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$66,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lincoln County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12883	
31.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LINCOLN COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$168,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer funds from Lincoln County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state government owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$25,000 to \$193,000.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12238	
32.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LYON COUNTY SCHOOL DISTRICT	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$710,243	
	<b>Contract Description:</b>	This is a new interlocal agreement to continue to receive Inter-Governmental Transfer (IGT) funds from the school district to fund the state's share to establish school-based Medicaid services and to provide medical screening and diagnostic services for children who are Nevada Medicaid/Checkup eligible.				
		Term of Contract:	07/01/2011 - 06/30/2014	Consultant: NO	Contract # 12859	
33.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	MINERAL COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$120,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from the Mineral County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12866	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
34.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	MINERAL COUNTY HOSPITAL DISTRICT	OTHER: INTERGOVERNMENTAL TRANSFER (IGT)	\$305,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement to receive Inter-Governmental transfer (IGT) funds from Mineral County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$300,000.00 to \$605,000.00				
	<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	<b>Consultant:</b> NO	<b>Contract #</b> 12126		
35.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	PERSHING COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$240,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Pershing County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.				
	<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	<b>Consultant:</b> NO	<b>Contract #</b> 12881		
36.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	PERSHING COUNTY HOSPITAL DISTRICT	OTHER: INTERGOVERNMENTAL TRANSFER (IGT)	\$545,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Pershing County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$150,000 to \$695,000.				
	<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	<b>Consultant:</b> NO	<b>Contract #</b> 12192		
37.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	SOUTH LYON HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$150,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from South Lyon Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.				
	<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	<b>Consultant:</b> NO	<b>Contract #</b> 12884		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
38.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	SOUTH LYON HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$365,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from South Lyon Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$55,000 to \$420,000.				
	<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12223		
39.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	WHITE PINE COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$900,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from White Pine County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.				
	<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12880		
40.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	WHITE PINE COUNTY HOSPITAL DISTRICT	OTHER: INTERGOVERNMENTAL TRANSFER (IGT)	\$2,475,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from White Pine County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$275,000 to \$2,750,000.				
	<b>Term of Contract:</b>	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12202		
41.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	HEALTH MANAGEMENT SYSTEMS, INC.	GENERAL 50% FEDERAL 50%	\$4,400,000	
	<b>Contract Description:</b>	This is a new contract to provide audit and recovery of inappropriate Medicaid payments in compliance with the Centers for Medicare and Medicaid Services Final Rule.				
	<b>Term of Contract:</b>	Upon Approval - 12/31/2016	Consultant: NO	Contract # 12900		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
42.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	AMERIGROUP NEVADA, INC.	GENERAL 44% FEDERAL 56%	\$266,210,718	
	<b>Contract Description:</b>	This is the eighth amendment to the original contract that provides managed health services to qualified Medicaid and Children's Health Insurance Program recipients. This amendment extends the contract term from June 30, 2012 to June 30, 2013 and increases contract authority from \$495,554,329.59 to \$761,765,047.54.				
		Term of Contract:	02/01/2009 - 06/30/2013	Consultant: NO	Contract # 10160	
43.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - CONSUMER HEALTH PROTECTION	CHURCHILL COUNTY MANAGER	OTHER: REVENUE	\$73,872	
	<b>Contract Description:</b>	This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 Legislative Session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12856	
44.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	BOR-UNLV SCHOOL OF COMM HEALTH SCIENCES	FEDERAL	\$316,950	
	<b>Contract Description:</b>	This is a new interlocal agreement to conduct state-based telephone surveys for the Behavioral Risk Factor Surveillance System. These Nevada specific surveys collect data on individual risk behaviors and preventable health practices related to the leading causes of mortality and morbidity in the United States.				
		Term of Contract:	01/01/2012 - 02/28/2013	Consultant: NO	Contract # 12855	
45.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - TANF	RTC LAS VEGAS	FEDERAL	\$240,000	
	<b>Contract Description:</b>	This is the third amendment to the original interlocal agreement, for Division of Welfare and Supportive Services, Employment and Support Services, which provides bus transportation for Temporary Assistance for Needy Families clients so that they can fulfill their work activity responsibilities. This amendment increases the maximum amount from \$1,970,000 to \$2,210,000 to allow the division to purchase approximately 1700 additional bus passes in each of FY12 and FY13.				
		Term of Contract:	07/01/2009 - 06/30/2013	Consultant: NO	Contract # CONV6379	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
46.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	JACKSON & COKER LOCUM TENENS, LLC	GENERAL	\$1,361,520	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract which will provide ongoing psychiatrist/physician locum tenens services to Northern Nevada Adult Mental Health Services, pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements				
		<b>Term of Contract:</b>	01/01/2012 - 12/31/2012	<b>Consultant:</b> NO	Contract # 12707	
47.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	MDA (MEDICAL DOCTOR ASSOCIATES, LLC)	GENERAL	\$680,760	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract which will provide ongoing psychiatrist/physician locum tenens services to Northern Nevada Adult Mental Health Services, pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements.				
		<b>Term of Contract:</b>	01/01/2012 - 12/31/2012	<b>Consultant:</b> NO	Contract # 12708	
48.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - RURAL REGIONAL CENTER	COUNTY OF LYON	OTHER: REVENUE FROM COUNTY	\$212,039	
	<b>Contract Description:</b>	This is a new revenue contract to provide services to children with developmental disabilities and the county to reimburse Division of Mental Health and Developmental Services the non-federal share of funding as payment for services.				
		<b>Term of Contract:</b>	07/01/2011 - 06/30/2013	<b>Consultant:</b> NO	Contract # 12875	
49.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SUBSTANCE ABUSE PREVENTION & TREATMENT AGENCY	BACH HARRISON	FEDERAL	\$49,485	
	<b>Contract Description:</b>	This is a new contract for the construction of a State Epidemiologic Outcomes Web-based Data Dissemination System related to substance abuse. This data will be used by coalitions, schools, state agencies, law enforcement, juvenile justice, behavioral health agencies, and the public.				
		<b>Term of Contract:</b>	Upon Approval - 01/09/2013	<b>Consultant:</b> NO	Contract # 12852	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
50.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	LINCOLN COUNTY HOSPITAL DISTRICT	GENERAL	\$25,462	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing medical services, including diagnosis and treatment to youth in residence at the Caliente Youth center. These services will include weekly visits to Caliente Youth Center and provide; physicals, pharmaceutical requirements, infection control, in house pharmacy needs and health education programs. The attending physician agrees to include services for emergency cases due to illness or injury at the same monthly rate as established.				
		Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 12863	
51.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CHURCHILL COUNTY	OTHER: REVENUE	\$214,156	
	<b>Contract Description:</b>	This is a new revenue interlocal agreement to recognize the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children and support the provision of Child Protective Services to meet the needs of the children in the community pursuant to Senate Bill 480, 2011 Legislative Session.				
		Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12864	
52.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	LYON COUNTY HUMAN RESOURCES	OTHER: REVENUE	\$387,138	
	<b>Contract Description:</b>	This is a new revenue interlocal agreement to recognize the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children and support the provision of Child Protective Services to meet the needs of the children in the community pursuant to Senate Bill 4802011 Legislative Session.				
		Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12872	
53.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	CORNERSTONE PROGRAMS	GENERAL 50% OTHER: COUNTY ASSESMENTS 50%	\$177,390	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to provide the necessary facilities, equipment, personnel and staff training that will satisfy the delivery of required services and programs conducive to the rehabilitation needs of either male or female juveniles while maintaining sight and sound separation from adult offender populations.				
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 12860	
54.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	BRADLEY ELECTRICAL, PLUMBING & HEATING	GENERAL 40% OTHER: RENTAL INCOME 20% FEDERAL 40%	\$99,960	
	<b>Contract Description:</b>	This is a new contract to perform plumbing services on an "as needed" basis. The scope of work for plumbing services could range from replacing/installing sink faucets to repairing major sewer lines, as well as drain, waste, and venting issues. Contract may also require confined space entry.				
		Term of Contract:	Upon Approval - 12/30/2015	Consultant: NO	Contract # 12798	



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
55.	440	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA CORRECTIONAL CENTER	TRULIN ELECTRICAL	GENERAL	\$12,800	
	<b>Contract Description:</b>	This is a new contract to provide minor upgrades to the electrical system in the laundry room and boiler building at Northern Nevada Correctional Center.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12815	
56.	440	DEPARTMENT OF CORRECTIONS - CASA GRANDE TRANSITIONAL HOUSING	MANPOWER, INC. OF SOUTHERN NEVADA	GENERAL 33% OTHER: CAREER ENHANCEMENT FUNDS - DETR 33% FEDERAL 34%	\$24,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing vocational training and job readiness courses to inmates incarcerated within the department.				
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 12775	
57.	440	DEPARTMENT OF CORRECTIONS	CALIFORNIA PRISON INDUSTRIES	GENERAL	\$200,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide the department with a low cost, good quality shoe for the inmate population.				
		Term of Contract:	Upon Approval - 12/31/2015	Consultant: NO	Contract # 12778	
58.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	CLARK COUNTY LAS VEGAS METROPOLITAN POLICE	GENERAL 14% HIGHWAY 86%	\$44,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide forensic laboratory analysis for various divisions of the Department of Public Safety. Analysis includes but is not limited to testing of evidence for crime scene investigations, firearms examinations, shoeprint and tire track comparisons, and DNA analysis.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12911	
59.	702	DEPARTMENT OF WILDLIFE - HERITAGE- Non-Exec	BOARD OF REGENTS-UNR	OTHER: HERITAGE FUNDING	\$24,285	
	<b>Contract Description:</b>	This is an interlocal contract for the investigation of habitat use by Mule Deer on agricultural lands in Nevada. Management of Nevada's mule deer population will be enhanced by identifying how current land use practices and policies impact mule deer populations. This project was selected competitively by the Nevada Board of Wildlife Commissioners under Nevada's Heritage Program.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12853	
60.	702	DEPARTMENT OF WILDLIFE - HERITAGE- Non-Exec	FRATERNITY OF THE DESERT BIGHORN	OTHER: HERITAGE TRUST ACCOUNT	\$30,000	
	<b>Contract Description:</b>	This is a new contract for survey, maintenance, repair, and replacement of big game water guzzlers. Guzzlers provide critical water sources for some wildlife. Activities will include replacement of an old guzzler (with follow up maintenance), repairs to other guzzlers, and helicopter flights for guzzler surveys.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12878	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
61.	702	DEPARTMENT OF WILDLIFE - HABITAT	BUREAU OF LAND MANAGEMENT	FEE: HABITAT CONSERVATION FEES	\$20,000	
	<b>Contract Description:</b>	This is a new interlocal agreement for the removal of juniper from encroached aspen stands and along riparian areas in the Bull Creek Drainage to decrease competition with desirable vegetation and restore aspen and riparian community health and integrity. The goal of this project is to enhance habitat for wildlife species including sage-grouse, mule deer and antelope.				
		Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 12876	
62.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - STATE PARKS	WILLIAM MICHAEL URRUTIA	OTHER:	\$144,000	
	<b>Contract Description:</b>	This is a new revenue grazing lease for Fort Churchill State Park in Lyon County. This is a natural resource management strategy for vegetation, habitat control and fuel reduction as well as maintaining the original cultural aspects and integrity of the property. This lease provides the grazing rights to approximately 2500 acres located within Fort Churchill State Park for three grazing seasons.				
		Term of Contract:	Upon Approval - 12/31/2014	Consultant: NO	Contract # 12905	
63.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	DAVEY RESOURCE GROUP, A DIVISION OF THE DAVEY TREE EXPERT COMPANY	FEDERAL	\$420,000	
	<b>Contract Description:</b>	This is a new contract to conduct a tree inventory of public trees in the built-up areas of Clark County, NV. The tree inventory will pertain to publicly-maintained trees in designated public facilities and streetscape areas.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12851	
64.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	KLEINFELDER GROUP, INC.	FEDERAL	\$188,296	
	<b>Contract Description:</b>	This is the 3rd amendment to the original contract, which provides ongoing services to aid the state to identify, assess, and remediate properties that have hazardous substances, pollutants or are contaminated. This function is related to/associated with a national program designed to redevelop and/or promote economic restoration of abandoned, underutilized or vacant properties that have been identified as properties that are contaminated or potentially contaminated with hazardous substances. This amendment increases the maximum amount from \$537,235 to \$725,531 to provide ongoing needed services at the established contract scope of work and rate.				
		Term of Contract:	06/09/2009 - 06/30/2012	Consultant: NO	Contract # 10652	
65.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	VALLEY ENTERPRISES, INC.	HIGHWAY	\$23,148	
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides for ongoing janitorial service at the DMV facility located in Mesquite, Nevada. This amendment extends the termination date from January 31, 2012 to January 31, 2015 and increases the maximum amount from \$7,716 to \$30,864 to cover the cost of the extension.				
		Term of Contract:	01/31/2011 - 01/31/2015	Consultant: NO	Contract # 11884	

## 10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

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

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Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV

Capitol Building, 101 N. Carson St., Carson City, NV

Legislative Building, 401 N. Carson St., Carson City, NV

Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

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

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV

Hadi Sadjadi: [hsadjadi@dps.state.nv.us](mailto:hsadjadi@dps.state.nv.us)

Notice of this meeting was posted on the following website:

<http://budget.state.nv.us/>

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

# DETAILED AGENDA

January 10, 2012

## 1. PUBLIC COMMENTS

Comments:

### \*2. FOR POSSIBLE ACTION – APPROVAL OF THE DECEMBER 13, 2011 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: \_\_\_\_\_ Seconded By: \_\_\_\_\_ Vote: \_\_\_\_\_

Comments:

### \*3. REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND

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

#### A. Department of Taxation - \$260,164

Pursuant to NRS 353.268, the Department of Taxation is requesting an allocation of \$260,164 from the Interim Finance Contingency Fund to establish and maintain a Tobacco Master Settlement Agreement Enforcement Unit in Fiscal Year 2013.

Clerk’s Recommendation: I recommend approval.

Motion By: \_\_\_\_\_ Seconded By: \_\_\_\_\_ Vote: \_\_\_\_\_

Comments:

### \*4. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS

#### A. Department of Taxation – \$5,767,114

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 175 refund requests totaling \$5,767,114.

Clerk’s Recommendation: I recommend approval.

Motion By: \_\_\_\_\_ Seconded By: \_\_\_\_\_ Vote: \_\_\_\_\_

Comments:

**\*5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

**A. Department of Adjutant General and National Guard – Military**

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Office of the Military seeks a favorable Board of Examiner’s decision regarding the Office of the Military’s determination to use a temporary services contract to employ a former Administrative Assistant to provide coverage during the recruitment and training period of a new employee due to a vacancy during the closing of the state and federal fiscal years. The term of the contract services is August 8, 2011 through February 14, 2012.

**Clerk’s Recommendation: I recommend approval.**

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

**\*6. FOR POSSIBLE ACTION – REQUEST FOR BLANKET PRE-APPROVALS FOR CONTRACTING WITH FORMER EMPLOYEES WHO MEET CERTAIN CRITERIA**

Pursuant to the State Administration Manual (SAM) 323 (2), the Department of Transportation seeks a favorable Board of Examiner’s decision regarding pre-approvals for former employees who work in seasonal, intermittent or other temporary capacities if the person will be performing or producing services for which the business or entity is employed.

**Clerk’s Recommendation: I recommend approval.**

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

**\*7. VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

**Pursuant to NRS 217.117 Section 3,** the Board may review the case and either render a decision within 15 days of the Board meeting; or, if they would like to hear the case with the appellant present, they can schedule the case to be heard at their next meeting.

**A. Myles Machado**

Ms. Post is appealing the denial of her application for VOCP assistance. Ms. Post’s application was denied due to the fact that she willingly placed herself in an extremely dangerous situation.

**Clerk’s Recommendation: It is recommended that Myles Machado’s appeal be denied.**

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

**B. Stephen E. Sabo, Jr.**

Mr. Brown is appealing the denial of his application for VOCP assistance. Mr. Brown's application was denied due to the fact that he was uncooperative and that the incident was gang related.

**Clerk's Recommendation: It is recommended that Stephen E. Sabo, Jr.'s appeal be denied.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

**\*8. LEASES**

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

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

**\*9. CONTRACTS**

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

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

**10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

**Comments:**

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

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

# MINUTES

## MEETING OF THE BOARD OF EXAMINERS

December 13, 2011

The Board of Examiners met on December 13, 2011, in the Annex on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

### **Members:**

Governor Brian Sandoval  
Attorney General Catherine Cortez Masto  
Secretary of State Ross Miller  
Clerk Stephanie Day

### **Others Present:**

Mike Willden, Department of Health and Human Services  
Charles Duarte, Department of Health and Human Services, Health Care Financing and Policy  
Romaine Gilliland, Department of Health and Human Services, Welfare and Supportive Services  
Louise Bush, Department of Health and Human Services, Welfare and Supportive Services  
Brenda Ford, Department of Employment Training and Rehabilitation  
Mike Torvinen, Department of Health and Human Services  
Patricia Cates, Department of Wildlife  
Robert Halstead, Nuclear Projects  
Martha Adams, Attorney General's Office  
Janet Geary, Department of Tourism and Cultural Affairs, Nevada Magazine  
Steve Woodbury, Department of Tourism and Cultural Affairs  
Dawn Rosenberg, Department of Corrections  
Deb Reed, Department of Corrections  
Cindy Jones, Department of Administration, Budget Division  
Danette Kluever, Department of Health and Human Services, Child and Family Services  
Jeff Morrow, Department of Health and Human Services, Child and Family Services  
Brenda Moore, Department of Health and Human Services, Mental Health and Developmental Services  
Dave Prather, Department of Health and Human Services, Mental Health and Developmental Services  
Rich Gilbert, Department of Public Safety  
Colman Schmidt, Department of Health and Human Services  
Christi Mackie, Department of Health and Human Services  
Deborah, Harris, Department of Health and Human Services  
Stacey Johnson, Department of Health and Human Services  
Marla McDade Williams, Department of Health and Human Services  
Dr Tracey Green, Department of Health and Human Services  
Richard Bartholet, University Nevada Reno  
Emily Nunez, Office of Energy  
Johnean Morrison, Department of Public Safety Highway Patrol  
Nancy Bowman, Attorney General's Office  
Steve Quinn, Attorney General's Office  
William Chisel, Department of Taxation

Caren Jenkins, Commission on Ethics  
Rorie Fitzpatrick, Department of Education  
Clark Leslie, Attorney General's Office  
Colleen Murphy, Department of Health and Human Services Mental Health and Developmental Services  
Rachel Richards, Department of Health and Human Services Mental Health and Developmental Services  
Kirk Hawkins, Department of Health and Human Services Mental Health and Developmental Services  
LT Daniel Barraza, Office of the Military  
Luana Ritch, Department of Health and Human Services, Health  
Katrina Nielsen, Department of Administration, Budget Office  
Margene Stenger, Economic Development Commission  
Teri Preston, Department of Administration, Public Works  
Beth Wicks, Nevada Works  
Tamara Nash, Department of Employment Training and Rehabilitation  
Frank Woodbeck, Department of Employment Training and Rehabilitation  
Grant Nielson, Department of Employment Training and Rehabilitation



# 1. PUBLIC COMMENTS

## Comments:

**Governor:** Good morning everyone, and welcome to the Board of Examiners meeting. First item on the Agenda is public comment. Is there any member of the public here in Carson City that would like to provide public comment to the Board? All right. Is there anyone present in Las Vegas that would like to provide public comment?

**Secretary of State:** It does not appear so, Governor.

## **\*2. FOR POSSIBLE ACTION – APPROVAL OF THE NOVEMBER 8, 2011 BOARD OF EXAMINERS’ MEETING MINUTES**

**Clerk’s Recommendation:** I recommend approval.

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

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## Comments:

**Governor:** All right. Thank you. We’ll move onto Agenda Item No. 2, approval of the November 8, 2011 Board of Examiner’s Meeting Minutes. Have all members of the Board had an opportunity to review the Minutes?

**Attorney General:** Yes, Governor.

**Governor:** Any changes to the Minutes? Hearing none, Chair will accept a motion for approval.

**Attorney General:** I’ll move for approval of the Minutes.

**Secretary of State:** Seconded.

**Governor:** There’s a motion by the Attorney General to approve the Minutes, and a second by the Secretary of State. Any discussion or questions on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously.

## **\*3. REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

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

### **A. Department of Education – Education State Programs - \$4,521**

Pursuant to NRS 353.268, the Department of Education is requesting an allocation of \$4,521 from the Interim Finance Contingency Fund to provide funding for travel for the

top three applicants for the Superintendent of Public Instruction position which is anticipated to become vacant in April 2012.

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Agenda Item No. 3, Request for General Fund Allocation from the Interim Finance Committee Contingency Fund, Item A, Department of Education.

**Clerk:** Thank you, Governor. Item A is for a request from the Department of Education's education state programs for a total of \$4,521. Dr. Keith Rheault, the current superintendent of public instruction will be retiring, and this is a request to provide funding for travel up to the top three candidates for that position per NRS 353.268.

**Governor:** My only question, is that enough? If it's not enough, what happens?

**Clerk:** We believe it is enough. The calculations that were done were sort of the worst case scenario, the furthest travel that we felt could occur, so we believe it would be sufficient.

**Governor:** All right. Any further questions? I'm going to break these apart. The Chair will accept a motion for approval of Agenda Item 3A.

**Attorney General:** I'll move for approval.

**Secretary of State:** Seconded.

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

**B. Office of the Governor – Ethics Commission – \$65,000**

Pursuant to NRS 353.268, the Ethics Commission is requesting an allocation of \$65,000 from the Interim Finance Contingency Fund to provide funding to contract with a temporary, full-time attorney for a 6-month period from January through June 2012 in order to assist the Commission in addressing its over two-year backlog in writing and publishing its opinions.

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Agenda Item 3B. Please proceed.

**Clerk:** Thank you, Governor. 3B is our request for IFC contingency fund allocation for the office of the Governor Ethics Commission for a total of \$65,000. The Ethics Commission is requesting funds for a temporary full-time attorney for a six month period from January through June of 2012 in order to assist the Commission in addressing its over two-year backlog in writing and publishing opinions. Caren Jenkins, the executive director, is present today if you have any questions.

**Governor:** I do. Ms. Jenkins?

**Caren Jenkins:** Good morning. I wonder if your question is, is it enough?

**Governor:** That's not the one that came to mind. Ms. Jenkins, if you would please just provide a background. I know you've provided a lot of detail, but provide some background. Then I have some questions and I'm sure some of the other members do as well.

**Caren Jenkins:** Certainly. We are currently a little over two years behind in writing and publishing the opinions of the Commission on Ethics, mostly due to an enormous increase in our caseload since 2005, the last time we had an increase in staff from three to five full-time positions. In that time, we went from 58 active cases that were actually considered by the Commission annually to the current estimate for this fiscal year of 172 cases. The Commission has prioritized its activities to address in hearings the cases as they come in, and keep those decisions moving instead of slowing down the process for the writing of opinions. So an oral opinion of the Commission is given at a hearing, and then we move onto the next fire that might be lit by the next request, and what has fallen to the wayside is the actual writing of the formal opinion. That has two fallouts. One is that the public and the public officers and employees are not able to be easily aware of the current application of the statutes and any court that would fall behind two years in its opinion writing would be certainly in tough shape for the public to be on notice of the current state of the law. And secondly, any public officer or public employee that receives an adverse opinion from the Commission is entitled to a written opinion. And there are several individuals who have contacted not just my office but other executive branch offices and certainly the legislature to say, my due process is being delayed, I can't appeal until I have a written opinion, and that certainly is a concern of the Commission's as well. This six-month full-time, not-entry-level contract employee is being requested because our statutes provide that the Attorney General's office is the backup -- the back stop if the Commission's Council is unable to complete her work. And the Attorney General's office is just as squeezed as the Commission on Ethics is as far as having people sitting around with extra time on their hands. The Attorney General's office has provided a nominal amount of attorney support to the extent of their ability, and this was really our last opportunity would be to seek contingency funding for a six-month position. We did go before the money committees during the legislative session and asked for a full-time continuing Deputy Commission Council and that request was declined.

**Governor:** A few questions, Ms. Jenkins. Are there systemic improvements that can be made in order to generate more opinions? I know you don't have supervisory authority over the attorney.

**Caren Jenkins:** That's correct.

**Governor:** And does that create any issues? Are there opinions being generated now?

**Caren Jenkins:** There are two questions there, Mr. Governor. First, it's true that the hiring and supervision of the Commission Council, that authority belongs to the Commission itself, and that was a change that was made I believe in 2005 or 2007 when a former Commission Council went to the legislature and asked for those changes and they were granted. As a result, it's difficult to steer a ship with two captains. I look at the Commission Council as my peer, but as the individual response was executive director responsible to make sure that the work of the Commission is done, it somewhat ties my hands to be able to direct someone that I don't have authority over, or supervision or hiring, what have you. Luckily I work well with this Commission Council, but certainly I'm not in a supervisory position. My position is, however, that I have a responsibility to get resources for the Commission for it to do its job, and that's why I'm here, but I feel it's somewhat at a loss to promise results because I don't have the ability to do that. Secondly, I think that there are systemic changes that can be made. I think the Commission has fallen into a serve everybody, do everything role, and we can put an awful lot more emphasis on efficiency. We don't need to write opinions for every matter, only those that expound upon the current state of the law, advisory opinions, and the confidential advisory opinions. Abstracting those is really critical for the public at large to know what the state of the law is, but providing a specific written opinion for the public officer seeking the opinion is less important. Our hearings can be a lot more streamlined with bench memoranda that are more directed toward staff recommendations than open-ended objective analysis and so forth. And those are the sorts of things the Commission has been undertaking analysis and trying new things and really working towards speeding up the process even if we do have to handle our own case load and catch up on our own without this funding. I know that it's unusual to fund a position at this level, but I fear that without immediate attention to the backlog, we'll never catch up.

**Governor:** No. And I understand the need part, and perhaps this isn't something that can be solved today with regard to these systemic issues. But how many opinions are being generated now? Is the Ethics Commission issuing opinions as we speak? Written opinions, I should say.

**Caren Jenkins:** The Ethics Commission is hearing matters and adding to the backlog as we speak. There are currently approximately 60 opinions to be written out of 172 cases in 2011-12, current fiscal year, that are estimated. So there are very few outputs that have been accomplished in the recent past as far as opinions generated. The opinions that have been published are stipulations.

**Governor:** Why isn't there any output?

**Caren Jenkins:** We simply can't get to it.

**Governor:** And what is Commission Council doing instead of writing opinions?

**Caren Jenkins:** Preparing analysis, subpoenaing witnesses, helping the Commission process the new requests for opinion. Every month we have a two-day meeting to hear first-party requests for opinion and contested cases called third-party requests, and those require significant input of material for the Commission to continue its work. In addition, we have a case pending before the Ninth Circuit, and I'm sure that you're aware we had the United States Supreme Court case this

past year, and the Attorney General's office has been very helpful in providing assistance on those cases. And then there's basic legal advice to the Commission that needs attention. So the Commission Council has got a whole lot on her plate other than -- in addition to writing opinions, and the opinions have fallen to the wayside because everything else has been on fire.

**Governor:** But you have no way to measure the performance of the Council since that Council doesn't report to you, correct?

**Caren Jenkins:** I have no way to measure it? I don't have any authority to measure it, that's correct.

**Governor:** And then on the financial side, you're seeking the \$60 plus thousand. Do you assess the administrative costs to the counties or the cities?

**Caren Jenkins:** NRS 281A.270 authorizes and mandates that based upon the caseload, and currently it's 74 percent I believe local governments and 26 percent state governments, 74 percent is paid by the local governments of the Commission's operating expenses. Had this request been approved by the legislature, that assessment would be permitted. However, it's my interpretation of NRS 281A.270 that only that portion of the legislatively approved biennial budget can be assessed to the local governments. And certainly I'm not council to the Commission and I'm not the only one that's able to interpret that provision, but that's my reading.

**Governor:** So because the legislature didn't approve your requested increased budget, you're saying this statute provides that you can't collect for the extra opinions from the local governments?

**Caren Jenkins:** That's my interpretation, sir.

**Governor:** So even though your caseload's increasing and you're doing that work, you can't collect for it?

**Caren Jenkins:** And that's exactly why it was requested before the legislature. But what we found is that our backlog has continued to increase since that time, and I fear that we can't and we shouldn't wait until the 2013 legislative session to address the backlog. Without removing enormous other duties from the Commission Council's desk, and there aren't other staff to pick it up, we won't be able to get to it.

**Governor:** And you talked about some of the systemic improvements that can be made, and this has been an issue since the summer of 2010? I mean, even before that.

**Caren Jenkins:** It actually has been an issue for longer than that.

**Governor:** But is there an adoption or an effort to implement those systemic improvements to provide for the solution of some of these problems that you have identified? I mean, what are we waiting for? What is the Commission waiting for?

**Caren Jenkins:** For the last three Commission meetings, three Commission meetings ago, the chairman appointed a task force of three members to address issues related to the backlog, and that task force made some recommendations to the full Commission at its last meeting. And we are, as I mentioned before, trying new ways to approach our caseload that can be more streamlined and more efficient. We're not waiting for anything. We're already implementing those. But even with those changes, we won't be able to relieve the burden such that we'll be able to catch up.

**Governor:** Right now there's no catching up. Are all 170 of those so complex that they require a full opinion? Aren't some of those simpler ones that could be accomplished?

**Caren Jenkins:** They are. And indeed there are a number of requests for opinion that simply are an application of existing law. There's no or little interpretation or analysis that needs to be done. And in fact, the Commission has decided that perhaps they don't even need to have a written opinion issued, more of a document that would be similar to an order of the court, and that's something that could be done prospectively that will reduce the burden on the writing.

**Governor:** So what's the real number in terms of the complex opinions that need to be accomplished?

**Caren Jenkins:** The real number is 60, the 60 outstanding opinions. And it's give or take two or three. Sixty approximate opinions that need to be written. And these are opinions that about a third of them are from contested hearings and we'll call those third-party request for opinion that have hearings that public officers are waiting for their document that either clears their name or outlines their violations, and probably two-thirds are advisory opinions which would be terribly helpful to the future application of the ethics and government laws if they were available to the public.

**Governor:** Two-thirds of the 60?

**Caren Jenkins:** Yes.

**Governor:** And if this were approved by the BOE and the IFC, because you have to go in front of them as well, so approval here would be subject to IFC approval, who will have authority over this attorney, you or the Commission Council or the Commission?

**Caren Jenkins:** That's to be determined tomorrow at our monthly meeting. It's an Agenda item to be addressed, and my recommendation is that I would have authority to hire, supervise and direct the activities of this contract person. As executive director, I have the hiring and supervision responsibility for the entire staff with the exception of the Commission Council. And I think that with two heads we might be able to address this problem more directly than with simply one.

**Governor:** It should be under you. You're the one who's sitting here and having to answer all these questions, and I don't know if we can make approval contingent upon that. I don't know if I have authority to do that, but it appears to me that you have a pretty good grasp of what's needed here, and approving it another way may just not solve the problem. And I want to ensure

that if we're to approve this, that this individual who is retained on a temporary basis does nothing but catch you up in the future. And then once we're caught up, we'll probably have another conversation with what's going to happen in the future. And I would imagine, as you said, this bifurcation that has occurred is a creature of statute now and that's something that would have to be explored in 2013. I have no further questions. Are there any questions from other Board members?

**Attorney General:** I have a question, Governor. Does the Ethics Commission support your recommendation today?

**Caren Jenkins:** The Commission gave executive director authority to seek funding from the Board of Examiners and the Interim Finance Committee when I first brought to them this problem of the backlog, and it's been in the media obviously. So I was given the authority to go forward with this request, nearly unanimous positive feedback has been provided to me regarding this sum, this process and this specific request. There are Commissioners who feel that the backlog is a function of our circumstance and that we as well as the other state agencies that are behind need to, you know, do more with less. Frankly, our Commission has been doing more with less for a really long time, and there's not a whole lot less that we can do with. So nearly unanimous support.

**Attorney General:** The system changes that you talked about, are any of those going to require legislative action in the next legislative session?

**Caren Jenkins:** I don't believe so. I believe they're all within the authority of the Commission and there need not even be regulatory changes at this point.

**Attorney General:** So how will you prevent this from occurring again without any additional staff?

**Caren Jenkins:** I don't know that I can. It would be disingenuous for me to represent that this is going to be a circumstance that's going to be solved in a six-month period and never reoccur. The increased case load of the Commission, the digest of the Commission opinions haven't been addressed since 1997. The statutes haven't been annotated nearly in that length of time. The backlog is not something new, it's just gotten to critical mass. I can't assure anyone that the future is going to be able to be maintenance and no backlog will ever occur again. It is my hope that if we are not behind, we can at least stay current, or certainly not fall two years behind without holding our horses and saying what needs to happen here, and maybe readjusting priorities.

**Attorney General:** And is the Commission Council supportive of this request?

**Caren Jenkins:** Yes, absolutely.

**Attorney General:** Okay. And just so I understand, so the Commission Council is the only attorney on staff that handles all of the legal issues?

**Caren Jenkins:** Correct.

**Attorney General:** Okay. And tomorrow or did you say there's an Ethics Commission meeting coming up?

**Caren Jenkins:** Ethics Commission is tomorrow and IFC is Thursday.

**Attorney General:** And is there specifically on the Agenda to address all these systemic issues including this issue?

**Caren Jenkins:** The Agenda item is the same one that's been there for the last few meetings, and that is an Agenda item status update to address Commission opinion backlog, and that's among the items to be discussed.

**Attorney General:** Okay. Thank you.

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

**Secretary of State:** Yes. Very briefly, could you describe how you arrived at the amount of the request of \$65,000 for the six months?

**Caren Jenkins:** Certainly. In our request to the legislature in the 2011 session, the Department of Administration budget office assisted us to estimate an annual sum for a Deputy Commission Council. That was the starting point. We also considered availability of attorneys in the community, as well as the assessment that the Attorney General's office would assess us if the Attorney General's office had additional staff, we would do a chargeback, and so that's how we came up with the \$65,000. It's a rough number. I think it comes up to \$64,875 or something like that when we put it out for a six-month period.

**Secretary of State:** And so if I understand this, you said that the starting point was based on the number that had been recommended to you through the legislative process. Was that salaried position you're referring to approximately \$130,000 a year?

**Caren Jenkins:** With the benefits and what have you that come with employment, it's my recollection it was near that amount.

**Secretary of State:** What is the current salary of the Commission Council?

**Caren Jenkins:** Before the furloughs and the reduction, my recollection is it's around 97, the same as an entry-level Deputy Attorney General.

**Secretary of State:** Okay. So this position would be paid substantially much more; is that correct?

**Caren Jenkins:** When you calculate the approximately 24 percent benefits, I would say they're roughly similar.

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



**Governor:** Ms. Jenkins, one more question with regard to the systemic changes or improvements. Have you provided the Commission with a document essentially laying out what you described to us today, such as here are ways -- here's a menu of what we can do to improve the ability to get some opinions out and the efficiency of the Commission?

**Caren Jenkins:** Mr. Governor, I don't know that there's a single document, but a brainstorming meeting was held, that list was provided to the Commission. I had consulted with your general counsel as well as other folks who know the Commission's workings well enough to provide us with input, and I provided that list to the Commission, and those have formed the basis for the discussions in the Commission meetings.

**Governor:** No. I just would like to I guess...

**Caren Jenkins:** See it in writing.

**Governor:** Well, and also convey a sense of urgency here. It's not just money I guess is the bottom line. It is about improving efficiencies and internal mechanisms in order to accomplish this. I mean, if this has been going on for a few years and there's still discussion, you know, I'm going to vote to support this today, but I would like to see some demonstration by the Commission that it is seeking to improve its efficiencies and efficacy as well.

**Caren Jenkins:** We'll do what we can.

**Governor:** Any further questions from Commission -- one last question. Do you ever try to like go to UNLV Law and see if there are any law clerks or anything like that that could help?

**Caren Jenkins:** I'm delighted you asked that question. As a matter of fact, we have been seeking externs and law clerks during the summer and during the legislative session, and we've come up rather shy of applicants. But the Governor's office had a whole bunch of law clerks that Ann Wilkinson on your staff lent to me during the legislative session or prior to that, and we were able to make a dent in the backlog of digests. And these weren't even law clerks, they were just externs from general education, and they were a great help. We have contacted UNLV and we even considered offering for credit work practicum, because we don't have funds to pay somebody to help us, but they certainly would get a great experience working with the Ethics Commission. And in addition, we've engaged in dialogue for a clinic for a law clinical experience for folks at UNLV to not only work with the Ethics Commission, but maybe generate some Law Review articles about some of our opinions and our processes. And so we've been developing that relationship with the law school down in Las Vegas, and it's been a very positive session. I'm not certain that that's the best route toward producing, you know, precedent-setting opinions, but it certainly is a resource available to the Commission, its staff and its constituents.

**Governor:** And I agree with the more complex opinions, but perhaps with the over 100 of the more standard ones that could be done, they would appear to be a nice resource. So if I can be helpful in that regard, I'd be happy to do so.

**Caren Jenkins:** Well, I know you write delightful findings of facts and conclusions of law, so if you'd like...

**Governor:** Well, not me personally, but in terms of ...

**Caren Jenkins:** Thank you, Mr. Governor.

**Governor:** ...if we have clerks or externs during the summer, or communication with the law school to assist you.

**Caren Jenkins:** Thank you.

**Governor:** There are no further questions. The Chair will accept a motion to approve the request by the Ethics Commission contingent upon approval by the IFC.

**Attorney General:** I'll move for approval.

**Secretary of State:** Second.

**Governor:** And was there one other item, counsel, that we talked about today with regard to this motion being subject to an issue?

**Clark Leslie:** You were asking about a recommendation that your office could make in terms of the proposal tomorrow. That was the one item that you glanced at me at. And the executive office does have the power and authority due to its general oversight and supervisory position to...

**Governor:** Oh, that's what it was. If I could ask you to recap the motion to make it subject that this position be subject to the authority of the executive director. That's what the issue was, yeah.

**Attorney General:** All right, so moved.

**Secretary of State:** Second.

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

**Caren Jenkins:** Thank you all very much.

**Governor:** Thank you.

#### **\*4. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

##### **A. Department of Tourism & Cultural Affairs – Nevada Magazine**

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Department of Tourism & Cultural Affairs Nevada Magazine hereby seeks a favorable Board of Examiner's decision regarding Nevada Magazine's determination, as an enterprise fund, to use a temporary services contract to employ a former Ad Director for Nevada Magazine for the purpose of continuing advertising sales for the Nevada Magazine and Visitor's Guide for the current Ad Director who is on leave for the period not to exceed 4 months.

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Next Agenda item is Agenda Item No. 4. Please proceed.

**Clerk:** Thank you, Governor. Item No. 4 is a request from the Department of Tourism & Cultural Affairs Nevada Magazine to contract with a former employee. The Nevada Magazine is requesting the use of temporary services to employ a former ad director for Nevada Magazine for the purpose of continuing advertising sales for the Nevada Magazine and Visitor's Guide for the current Ad Director who is on leave for a period not to exceed four months.

**Governor:** I have no questions regarding this matter. Board members?

**Attorney General:** No questions.

**Governor:** The Chair will accept a motion to approve.

**Attorney General:** Move for approval of Agenda Item 4A.

**Secretary of State:** Second.

**Governor:** There's a Motion by the Attorney General to approve Agenda Item 4A, second by the Secretary of State. Are there any questions or discussion on the Motion? Hearing none, all in favor of the motion, please say aye. The motion passes.

**\*5. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**

**A. Department of Taxation – \$522,960**

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 61 refund requests totaling \$522,960.

**Clerk's Recommendation: I recommend approval.**

**Comments:**

**Governor:** Next Agenda item, Agenda Item No. 5, Authority to Pay Mining Claim Refunds.

**Clerk:** Thank you, Governor. Item No. 5 is the authority to pay mining claims refund requests from the Department of Taxation. The 2011 legislative session passed Senate Bill 493, which appropriated approximately \$10 million to pay these claims. There was a request that was approved by the November BOE of approximately \$18.8 million was the original request. The November BOE approved approximately \$8.2 million. The request for December is \$522,960, which would leave a balance of \$10,059,921 and the Department of Taxation is here if you have any questions.

**Governor:** Thank you. Mr. Chisel, are you here to speak on behalf of the Department of Taxation?

**William Chisel:** Governor, members of the Board, for the record, my name is Bill Chisel, I'm with the Department of Taxation. As was stated earlier, there was a mining claim refund. Initially in 2010 during the special session AB6 was passed where mines were required to pay a mining claim fee. Then in this last session SB493 was passed which repealed this law, and so there's about \$18.1 million in mining claim fees that need to be refunded. Last BOE meeting I think there was about \$8.1 million refunded, and this meeting we're requesting a refund of \$522,000. We anticipate refunds potentially through June of 2013. That's the time period they have to request refunds. Are there any questions?

**Governor:** I do. And first, we're within our budget on that, I mean, you're confident that we're not gonna get more claims than that we have funded?

**William Chisel:** I'm confident there's a total of 18.1 out there. Now, whether all those will be requested or not, that's the next question. I anticipate next BOE meeting, we'll have another request for refunds of about 5.7 million which will total to date at that point 14.4 million refunded, so we're getting close to the 18.1.

**Governor:** And I also noticed on a memo from the Department of Taxation that before you refund this amount, you cross-reference whether any of those entities owe taxes in other areas, and then you are providing for a set off?

**William Chisel:** That's correct. We're verifying first that they've paid those taxes by checking with the counties to ensure that the monies were collected, and then we're refunding them. Some of those amounts will be offset against the MBT if they can be offset within a year period.

**Governor:** Thank you, Mr. Chisel. I have no further questions. Any other questions from Board Members?

**Attorney General:** No, Governor.

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

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

**Governor:** The Chair will accept a motion to approve the payment of mining claim refunds.

**Attorney General:** Move for approval.

**Secretary of State:** Second.

**Governor:** There's a motion by the Attorney General to approve the payment of the refunds as described in Agenda Item No. 5, second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. The motion passes. Thank you, Mr. Chisel.

**\*6. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Wildlife – Director's Office	1	\$33,055
Department of Wildlife – Diversity	1	\$23,964
Department of Wildlife – Heritage	1	\$38,949
Department of Wildlife – Game Management	6	\$154,560
Department of Wildlife – Habitat	1	\$38,949
Department of Wildlife – Law Enforcement	3	\$72,539
<b>Total:</b>		<b>\$362,016</b>

**Clerk's Recommendation:** I recommend approval.

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

**Comments:**

**Governor:** Next Agenda item, State Vehicle Purchase, Department of Wildlife.

**Clerk:** Thank you, Governor. Item No. 6 is the request for the purchase of state vehicles pursuant to NRS 334.010. The Department of Wildlife is requesting the purchase of 13 vehicles in many budget accounts. The requests are going to the Interim Finance Committee for 12 of the 13 vehicles on Thursday. The vehicle for the Heritage account is included in a non-executive budget, so that one does not require IFC approval. I would suggest that if they are approved, the motion would include contingent upon IFC approval of the work programs.

**Governor:** Thank you. Is there a representative from Department of Wildlife here?

**Patrick Cates:** For the record, Patrick Cates, Deputy Director Department of Wildlife. I'll be happy to answer any questions you have.

**Governor:** Will you provide a bit of background in terms of why this wasn't included in the budget in the first place?

**Patrick Cates:** Certainly. We had some challenges when we prepared our biennial budget. One of the things that we did was split our budgets. We had one massive operating budget and split that out into eight operating budgets. That was quite a monumental task, pretty atypical for government. We were uncertain through that process exactly where our reserves stood as we were piecing apart and reconstructing our budget. We also had some really unrealistic revenue assumptions in our prior biennial budget, and some extra authority. I did a work program to decrease the revenue early in the biennium to bring it more in line with where we thought revenue was heading. That gave the appearance on paper that our state reserves were dwindling, so all of that together we thought that we would not have the reserves to be able to purchase vehicles in this current biennium and opted not to make that move. After we submitted our budgets and during session, we explored other opportunities to be able to purchase vehicles. And traditionally we purchased all our vehicles with state reserve funds and then cost charge them to various programs based on usage. That meant we would have had to come up with a large chunk of money to be able to afford these purchases, but we worked with the feds and found opportunities to cover a lot of these purchases with federal funds. About three-quarters of the amount we're requesting will be covered by federal funds. That is new and we kind of had to work through the feds on how we would do that without creating some issues on the back end of disposal and use of vehicles were purchased with federal funds. So all of that combined really improved our outlook once we went through the budget process. We did a really good job in the last biennium of conserving our funds and bolstering our reserves. That combined with the availability of federal funds, which I might add is sort of a temporary increase in federal funds. Our major wildlife restoration grants saw a large increase the last couple of years, what they call the Obama bump. People buying ammunition and weapons and that sort of thing increased our federal grants. That has since gone back down, we have federal funds that we wanted to use for one-time purchases. And our fleet is aging. All these vehicles are well over 100,000 miles, most of them are ten years or older. Some of them have as much as 150,000 miles on them, and for the most part these are field biologist vehicles. They're bumping around the back country and the Nevada outback. Those miles have a lot more wear and tear on them than say a highway patrol vehicle with a similar amount of miles. So given all that, we felt it was really imperative that we come forward now asking for the vehicles.

**Governor:** Thank you. And you brought up a fleet. You have 212 vehicles in your fleet?

**Patrick Cates:** That's correct.

**Governor:** And how many employees do you have?

**Patrick Cates:** I can't remember the exact number. We have over 200 employees, 230, 220.

**Governor:** So is there a vehicle that's assigned to almost every employee there?

**Patrick Cates:** For our field biologists, they have a vehicle assigned to them, our field biologists and our wardens which are most of these vehicles, and those are really their mobile offices. They probably spend more time in that vehicle than otherwise. But we also have a lot of older vehicles that are on our wildlife management areas that have been converted to various uses on those WMAs. They're used like farm equipment. Some of them are highly modified for that purpose, and they're older vehicles, larger mileage, so they have a fleet of vehicles on each of those WMAs that they use as farming tools basically.

**Governor:** And then when you negotiate the purchase of these vehicles, do we get a discount from the sellers, from the car dealerships?

**Patrick Cates:** Well, we go to the state contracts or state purchasing and they are discounted.

**Governor:** Like a fleet rate?

**Patrick Cates:** Yes, yes.

**Governor:** I just was making sure we're not paying sticker price.

**Patrick Cates:** Absolutely.

**Governor:** I have no further questions. Board members, any questions?

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

**Governor:** Okay. Chair will accept a motion.

**Attorney General:** Governor, I'll move for approval of Item No. 6, contingent upon IFC approval for the work programs associated therewith.

**Secretary of State:** Second.

**Governor:** There's a motion by the Attorney General for approval, second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes. Thank you, Mr. Cates.

## **\*7. STATE ADMINISTRATIVE MANUAL REVISIONS**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of additions and revisions in the following Chapters: **0328 - Lease Contracts, 1600 - Information Technology, 2622-Stale Claims.**

**Clerk's Recommendation: I recommend approval.**

**Comments:**

**Governor:** Next item is Agenda Item No. 7, State Administrative Manual Revisions.

**Clerk:** Thank you, Governor. Item No. 7 has a request for approval of three separate chapters of State Administrative Manual. The change in the first chapter is Chapter 328, Lease Contracts. The request would make the leases consistent with the approval levels for all contracts by the Board of Examiners with the thresholds consistent. Currently every lease must go to the Board of Examiners. This would delegate the authority of leases under \$10,000 either to the agency or to the clerk of the Board, consistent with the current contracts. The second one is Section 1602 which is changes to the Information Technology section of the State Administrative Manual. The main changes are changing the agency name, the Department of Information Technology merged with the Department of Administration and the name changed to the Division of Enterprise Information Technology Services. It also aligns SAM with the current services provided, and it removes the approval level of work programs by that division which will streamline the process to state agencies. The last item is the stale claims section of SAM which is 2622. It changes the definition of a stale claim to less than \$100 would not be considered a stale claim. Those claims would just be paid out of the agency's current fiscal year budget instead of going through the stale claim process. It also allows for medical expenses pursuant to a claim from a third party administrator to be paid out of the agency's budgets. This mainly impacts the Department of Corrections. Their claims would be processed through their current year budgets instead of the general funds salary adjustment account, and funds have been placed in their budget to cover those expenditures.

**Governor:** Just a little more background on the stale claim portions, what was essentially the genesis for seeking the change, efficiency?

**Clerk:** Thank you. Yes. It definitely was an efficiency item. Every claim had to come through the Budget Division for approval. It could be a \$2 claim that had to come through the budget division. And with all of the approval levels prior to that, it was quite a cumbersome process. We felt that \$100 could be managed in all of the state budgets.

**Governor:** Are there any questions from Board members on this Agenda item?

**Clerk:** Governor, I'm sorry, one more thing. The legislature did approve the change in the definition in a bill this last session for the stale claim.

**Governor:** Board members, any questions with regard to Agenda Item No. 7? Hearing none, the Chair will accept a motion for approval.

**Attorney General:** Move for approval.

**Secretary of State:** Second.



**Governor:** We have a motion by the Attorney General for approval, second by the Secretary of State. Are there any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously.

**\*8. FOR POSSIBLE ACTION – TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

**A. Donald Hixon – TC15995  
Amount of Claim – \$175,000**

**Recommendation: The report recommended that the claim be paid in the amount of \$175,000.**

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

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**Comments:**

**Governor:** Agenda Item No. 8, Tort Claim.

**Clerk:** Thank you, Governor. Item No. 8 is a request for a tort claim approval pursuant to NRS 41.037. The claimant is Donald Hixon, and the amount of the claim was \$175,000.

**Governor:** Mr. Quinn, are you here on this matter?

**Steven Quinn:** If you have questions, I am Steven Quinn. I'm one of the Chief Deputy Attorney General's for the Attorney General's office.

**Governor:** Is there any background that you can provide with regard to the tort claim?

**Steven Quinn:** Yes. This is a inmate civil rights Section 1983 action that arose out of a discharge of weapons in an institution by a correctional officer that came under circumstances and resulted in serious injuries to an inmate. The inmate's made a claim. The claim is disputed. The actions of the correctional officer who discharged the weapons came under investigation. The matter was referred for criminal prosecution. Prosecution went forward and the result of the prosecution was an acquittal. In a criminal prosecution, there's a significant risk of an adverse outcome that will be significantly larger in dollar amount than the amount of this settlement, so this settlement is to fairly and significantly minimize that risk of exposure to the state.

**Governor:** Mr. Quinn, is this settlement the product of a settlement conference before a Magistrate, or is this something the parties did together?

**Steven Quinn:** This is something -- it's probably a combination. There's always a settlement conference before the Magistrate, but this is independently negotiated. The inmate in this case is represented by an attorney, which is part of the reason why this is so -- the amount is high. The case has gone to the Ninth Circuit and been remanded, so that if there is an outcome that's unfavorable, all of the attorney's fees will be part of the amount that the state will have to pay in an adverse judgment.

**Governor:** And that was -- you've led to my next question because it is a significant amount of attorney's fees, and I was going to ask you how advanced in the litigation we are in order for there to be such a high amount.

**Steven Quinn:** The stage of the litigation was almost at the trial -- it was at the trial stage, having also already gone to the Ninth Circuit on appeal and been remanded. So it's not at the discovery stage or anything of that nature.

**Governor:** So you had -- and I don't want to get too much in the weeds on this, but who was the appellant in that Ninth Circuit case?

**Steven Quinn:** The inmate.

**Governor:** So you stayed and succeeded on summary judgment, there was an appeal of the Ninth Circuit, it was referred back and then had advanced to a trial?

**Steven Quinn:** Correct.

**Governor:** All right. I have no further questions. Questions from Board members?

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

**Governor:** And, Mr. Quinn, you feel like this is a good result for the state?

**Steven Quinn:** I think this is a very good result for the state, Governor.

**Governor:** Hearing no further questions, the Chair will accept a motion for approval of Agenda Item No. 8.

**Attorney General:** Move for approval.

**Secretary of State:** Second.

**Governor:** And that is in the sum of \$175,000.

**Steven Quinn:** Correct, Your Honor.

**Governor:** And we're done with the payment of this amount, this case is over, correct?

**Steven Quinn:** This case will be dismissed without prejudice, without an admission of fault by the state, and a settlement agreement will be signed, and there will be an agreement to release all people involved, and no further action may be taken on these events that led up to this.

**Governor:** Thank you. So we have a motion for approval by the Attorney General, second by the Secretary of State. Any further questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes. Thank you.

**\*9. LEASES**

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

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Next Agenda item is 9, Leases.

**Clerk:** Thank you, Governor. There are six leases on the Agenda for the Board's consideration this morning. There is one for the Housing Division, two for the Department of Health and Human Services Aging Disability Services, one for the Health Division, one for the Secretary of State's office and one for the Department of Wildlife.

**Governor:** I didn't calculate this myself, but are there savings within those leases on behalf of the state?

**Clerk:** Yes, there is. The Housing Division lease, the rate was reduced from \$1.22 a square foot to \$1.15. The second one for the Aging and Disability Services, the existing space the lease rate was reduced from 1.4862 per square foot to 1.45. The third one for the -- and that also included some new space. The third one for the Aging and Disability Services was originally 1213 square feet at \$1.50 a square foot. It's actually changing to 1,878 square feet at 9.969 per square foot, so less than a dollar a square foot. And the last one that has savings for the Health Division is reduced from \$1.35 a square foot to \$1.20 a square foot.

**Governor:** So can you put that in the real money terms? Do you have any idea, and you can answer this question later, but that would be several thousand dollars worth of savings annually for the state.

**Clerk:** Absolutely. The number for the Health Division is \$3,400 annually is just for that one particular lease.

**Governor:** Every little bit helps.

**Clerk:** Absolutely.

**Governor:** I have no further questions on this Agenda item. Board members?

**Attorney General:** No questions.

**Governor:** The Chair will accept a motion with regard to Agenda Item No. 9.

**Attorney General:** Move for approval of Item No. 9.

**Secretary of State:** Second.

**Governor:** There's a motion for approval for the leases described in Agenda Item No. 9, one through six. Motion by the Attorney General, second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. The motion passes unanimously.

## **\*10. CONTRACTS**

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

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** Agenda Item No. 10, Contracts. I have questions on a few of them, so I will call these out. Number 1, number 8, number 9, 28 and 29, 36, 39. And Mr. Willden on those, I'll just say 39, but I want to include all those other county contracts on there. Number 46, 51 and 80. Board members, do you have any other contracts you'd like to hold out? Mr. Secretary?

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

**Governor:** Good morning.

**Emily Nunez:** Good morning. I'm Emily Nunez with the Office of Energy, and Richard Bartholet with the University of Nevada Reno.

**Governor:** And my question is this. I just needed a little further explanation as to what this money is actually going to do. In the purpose of the contract, it says allow contractor to purchase equipment materials and certifications for local jurisdictions, building departments and staff, and I just want a little further detail on what that means.

**Emily Nunez:** Okay. What we did is since this is a new program for the building codes, what we did is we (inaudible) we've been working with all the code officials trying to find out what their needs are to help them to comply with the new law. We've just adopted it go into effect July 1, 2012. So we're trying to put all whatever they need to help them comply, and so the type of equipment that we'll be purchasing under this contract is we'd like to get them the blower door test, you know, whatever the new law requires them to go out and do with the (inaudible) for compliance of the 2009 International Energy Conservation Code. That's the type of equipment, the blower door test, duck blaster test, materials includes 2009 IECC code books, where the certifications includes, you know, a lot of our code officials want to learn the new code before it goes into effect. So we're providing the training and the certifications for them to all become international co-counsel certified under this amendment.

**Governor:** So in other words, we train the trainers, is that a fair way to do it? I'm just looking for mechanically how this works. So we retain the university, the university goes out to the local governments and assists their employees?

**Richard Bartholet:** For the record, Dick Bartholet. Yes. Through the Business Environmental Program, and actually it's now Business Environmental and Energy Program, we go out and work with the code officials in all the counties and cities that have asked for assistance and bring them current on the 2009 IECC and then help them with equipment needs. This all results from going out and meeting with these code officials throughout the state and finding out what they needed, and they viewed this in a sense as an unfunded mandate coming down from the feds to the state. And this is using some of the ARRA funds to fund these things so that they can comply without putting an extra burden on the local level.

**Governor:** Thank you. And I just, you know, we have 100 contracts and I read through these and I'm always curious what this really looks like in the real world. And so you go out and train them, there's some equipment or materials that you purchase on their behalf because they don't -- you said they don't have the funding for that, and I guess that takes care of things for now going forward. I guess we'll just have to wait and see. Thank you very much. Contracts 8 and 9. Is there anyone here from the College Savings Trust or Higher Education Tuition?

**Troy Watts:** Yes.

**Governor:** I'm sorry. I was looking here in Carson City. Will you please identify yourself?

**Troy Watts:** For the record, my name is Troy Watts. I'm the acting Senior Deputy Treasurer for the State Treasurer's office.

**Governor:** Thank you, Mr. Watts. And my question on Number 8 is I have no issue with regard to the contract, but does the office provide that type of financial literacy training for other populations as well?

**Troy Watts:** For other populations other than what we're doing here?

**Governor:** Well, this one here says this is by reaching out to women and working mothers and implementing a women's money conference in Reno and Las Vegas, I think that's great, but is there more outreach to others who may need this type of training?

**Troy Watts:** For the record, Troy Watts, acting Senior Deputy Treasurer for the State Treasurer's office. This is a pilot program that we are doing with the International Association of Working Mothers for a financial literacy conference in Las Vegas and Reno. And to answer your question, this is a pilot program that we're just doing so far with working mothers, but, yes, we do have plans to reach out to other organizations in the community once we complete these conferences.

**Governor:** All right. Thank you. And are you here for number 9 as well?

**Troy Watts:** Yes. I am here for number 9 as well.

**Governor:** This may be a silly question, but I just had to ask why there's a Wolf Pack Sports Properties in Jefferson City, Missouri.

**Troy Watts:** I'm not seeing that.

**Governor:** It has as the contractor Wolf Pack Sports Properties, and the purpose of the contract is to provide direct marketing of the Nevada College Savings Plans and prepaid tuition programs to parents and other family members attending basketball games at UNR and UNLV.

**Troy Watts:** Correct.

**Governor:** And I was just curious why we're, I guess, contracting with somebody in Jefferson, Missouri to do that here, and I thought it was interesting that their name was Wolf Pack Sports.

**Troy Watts:** For the record, again, Troy Watts. That may be where their headquarters are in Jefferson City. But to answer your question, Wolf Pack Sports Properties, they are located in Reno, so it's to do prepaid tuition advertising at a specific UNR game coming up in February, and also they worked with UNLV, so it's to advertise at UNLV as well. So we're not advertising anything in Jefferson City, Missouri. I wasn't aware of that. That's probably where their main parent company is. All of the advertising is going to be at the UNLV game here and the UNR game in Reno.

**Governor:** And I apologize if I conveyed that. I understand that we won't be advertising in Missouri. I just wanted to make sure that if we're doing something at our local universities, that we are retaining local contractors if possible to do that.

**Troy Watts:** Yes. Okay.

**Governor:** But as I said, I saw that Jefferson City, Missouri, and it piqued by interest.

**Troy Watts:** Okay. Thank you.

**Governor:** So if you could perhaps provide to the Department of Administration just a brief explanation as to how -- why they're -- if they've got an office in Reno, why they're based in Missouri.

**Troy Watts:** Okay. For the record, Troy Watts. I can find that out for you.

**Governor:** All right. Thank you very much. Any other questions from Board members?

**Secretary of State:** Yes, Governor, very quickly. Mr. Watts, with regard to Contract No. 8, that particular contract, where will the attendees come from, instate, out of state?

**Troy Watts:** For the record, Troy Watts. Yes. They will be coming from instate.

**Secretary of State:** Thank you.

**Governor:** Thank you, Mr. Watts. We have no further questions.

**Troy Watts:** Okay. Thank you.

**Governor:** Next item is Contract No. 28, Office of Veteran Services. Anybody here from the Office of Veteran Services? I'll ask Mr. Cage perhaps offline my questions with regard to this Agenda item. Contract No. 36.

**Charles Duarte:** Good morning, Governor. For the record, Charles Duarte, I'm the Administrator for the Division of Healthcare Financing and Policy, and happy to answer any questions.

**Governor:** Now, this contract is an amendment to the original contract. And I know this item has a history. So is there an RFP that is out right now with regard to seeking a vendor for this service?

**Charles Duarte:** Yes, Governor. The RFP is on the street. We have received six viable bids on that contract. And we have a panel that's gonna be reviewing the proposals tomorrow.

**Governor:** And this contract will -- or Logisticare will be providing these services through April 30, 2012?

**Charles Duarte:** Correct, Governor.

**Governor:** All right. And is this RFP process going to go smoother than the previous one?

**Charles Duarte:** Well, we always hope so. And there are some protections that are in place in terms of some of the issues that occurred that resulted in the withdrawal of the award, the original award earlier this year. And one of them had to do with panel makeup, and so there's much greater scrutiny in terms of the individuals who are serving on the review panels and their respective affiliations or employment to make sure that they comport with the requirements of the NRS as a state employee or a using agency. And Kimberly Tarter is here from purchasing if you need more information on that.

**Governor:** I do not. Thank you Mr. Duarte. Questions from any other Board members on this Agenda item? Thank you. Mr. Willden, instead of going to a specific contract, can you just provide us an update with regard to your negotiations with the counties on the respective contracts with them?

**Mike Willden:** Thank you, Governor and members of the Board. For the record, Mike Willden, I serve as the Director of Health and Human Services. Apologize to Board Member in the south that he doesn't have a copy of the spreadsheet, but I think he's seen it before. This is the spreadsheet we've used at the last, I think, three or four Board meetings. This is how we're tracking the county assessment contracts. I think I've reported to the Board again three or four times a number of pieces of legislation that was passed during the last session that made it the responsibility of the various counties to pay for certain human services including long-term care

institutional costs in the Medicaid program, some health protection costs, costs for developmental services for children, youth parole costs, child protective services costs, you can read down the list. The yellow on the spreadsheet are the areas we're still having ongoing work, I guess I would call them the challenges or the problems. You can see that we're down to not very many areas. I would probably highlight just three areas. If you go down the columns which is status by county, you'll still see there's quite a bit of yellow in Douglas County and Nye County. Douglas County I think we're ending the process there. We still had some renegotiation work with our developmental services costs. And youth parole and CPS costs are in the final phase of getting, I think, those contracts signed. So I don't really have any long-term concerns with Douglas County. In Nye County, the yellow is getting better. We still have an ongoing I guess I'd say debate with Nye County, particularly the Nye County District Attorney. We have exchanged correspondence and phone calls and discussions over whether they will ultimately be paying all of the assessments. A significant change this time from the last Board was that they have paid for the youth parole services this last month which they had not last time, and we're still awaiting a decision whether they're gonna pay for Child Protective Services, and they have indicated they disagree with our billing for the assessments. They disagree with correspondence from the Attorney General's office that they have a legal responsibility to pay the assessments. And they also disagree with a written opinion from legislative counsel that they have a legal responsibility to pay the assessments. The last one that I would report on is rows rather than column, the row dealing with the mental health developmental services for kids. You can see quite a bit of yellow going across there. Still a lot of contracts out to the Commission, the Board's County Commission, we'll probably be seeing those -- you'll see those at the January BOE or maybe as late as the February BOE. I think we're in the 90, 95 percent getting done. I feel pretty comfortable that -- it's actually been pretty amazing that -- it's taken a while, but at the six month mark we've mostly got everything negotiated. I would advise or warn the Board, I think I've mentioned this before, we've been working on some sort of good cause policy. I think I mentioned that at the last Board. There will be counties, maybe up to six counties and maybe more, that will not be able to pay all of these assessments, that they sort of noticed us that they are at the max taxing capability, max resources, and they may have difficulty in the spring or the last couple months of this biennium to pay all of these assessments. We'll have to cross that bridge when we get there. A couple of hopeful items, if the state spends less than we estimated that they would have to pay, then that would be an offset to them. However, the opposite can happen. Some of these assessments were particularly in county match, if we have more people in nursing homes or institutions, the counties may have to pay more than what we've estimated, and so we don't know until we progress through the year. All the mechanisms we hope will be in place for payment, but we may be approaching the Board probably March/April saying we may have some difficulty in getting all the assessments in, and we'll have some options for you at that point in time. So I feel pretty good. Been a long journey, and staff are here to answer any questions you have on any specific one of these contracts. I think you have about a dozen or 15 of the contracts in front of you today.

**Governor:** And thank you, Mr. Willden, and I want to compliment you because I know a lot of time and effort has gone into your meetings with the respective representatives of the counties, and to get to 90 to 95 percent, it's quite an accomplishment. With regard to, and perhaps this is just better left to the process, but what is the ultimate remedy if there is a refusal to pay? I mean, does it go to litigation?



**Mike Willden:** Governor, that's still a bit unknown. I mean, again, the opinions that I've received from both LCB's legal counsel and the AG's office, they feel that we're on pretty strong footing to be able to collect the assessments. And the first thing I would do if somebody -- if we get to the point where there's absolute refusal to pay, we'll notice them and go to the Treasurer's office and attempt to do a debt offset, and I'm assuming that will work. The LCB opinion says we have the authority to do that, and I believe the Attorney General's office would concur with that. I'm hoping we don't have to go there. And, again, if the county has made every effort to raise the revenue to pay the assessments, I would prefer not to move that way. I would prefer to see how the year progresses and see whether we can make ends meet without having to do that.

**Governor:** I am pleased to hear you respond that way, because I think we should have the good relationship with the counties and continue to have that dialogue so that it doesn't go there. I have no further questions on any of these contracts then. Other Board members?

**Attorney General:** I do, Governor. Just for clarification, Mike. So the assessments, these assessments that we're putting on the counties now, these are annual assessments, so the dollar figure you have here in total of 16.7 million of assessments from all of the counties, the 17 counties, that's an annual figure we will be getting from them depending on the services we provide to them?

**Mike Willden:** Yes. It's an ongoing assessment the way the laws -- there are several bills that were passed to do these, as these are estimated costs, so, yes, in this year there would be about \$17 million worth of assessments coming in from the counties, and so that would go forward each year. And in fact, in some cases, the assessments get bigger each year because the projection for the cost, you know, for something like county match where, you know, we've changed the responsibility for who pays for nursing home residents and have substantially shifted a burden to the counties to do that, that will be increasing going forward.

**Attorney General:** Okay. And so it's safe to say prior to the change in the law it was the state that was covering these costs?

**Mike Willden:** Yes.

**Attorney General:** Okay. Thank you.

**Mike Willden:** These are all costs that used to be paid for with state general fund dollars, and through the legislative process are now being assessed to the counties, \$17 million a year roughly.

**Attorney General:** Thank you.

**Governor:** Thank you, Mr. Willden. Contract 51.

**Dr. Tracey Green:** Members of the Board, for the record, Dr. Tracey Green. I serve as the Medical Director for Mental Health and Developmental Services.

**Governor:** Good morning, Dr. Green. My question with regard to this contract is, is this the solution to the issue that was occurring there at that hospital with regard to performance by the medical providers there? I mean, there was an issue several months back at the Executive Audit Board that there were medical providers that were billing for eight hours in a day and were only physically present for a couple hours a day. Is this the contract that solves that issue?

**Mike Willden:** Governor, Mike Willden for the record. Maybe I could lead and then Dr. Green can weigh in. There's actually two issues here. The short answer to your question is yes, that will help solve that problem, but this is a planned effort that we began as part of the executive budget process a year ago that we identified, and the budget decision unit was E663, and the legislature approved that, that we identified that there were five professional medical staff that were costing us to the tune of about \$975,000 a year, and we had difficulties recruiting, retaining, we delivered those services through state employees, through individual contracts. It was just a hodgepodge of delivery service. And so that decision unit was approved to save the \$975,000 a year and that we would go out to bid for this contract and ongoing it would cost us about \$800,000. So instead of 975 a year, 980 a year, it would be 800. And so I'd like Dr. Green as our acting Medical Director to talk further on that, but it solves two problems, consistency and the accountability issue that you've asked questions about many times with the physician services, and that saves us money.

**Dr. Tracey Green:** Yes, Mr. Governor. In answer to your question, when you have so many different contracting types and the difficulty that we've have in recruitment, this one agency model will assure us that we can have accountability and also the cost savings. So I think the answer is yes, it will.

**Governor:** The third component, I brought this up before as well, is yes, cost savings is great, the accountability is important, but also providing treatment to the patients. And what really concerned me on the accountability piece is that there was maybe one round made and then there was a six hour -- there's a significant portion of the day where those medical providers weren't present. And this contract will save money, will provide for that accountability and provide more services to the patients; is that correct?

**Dr. Tracey Green:** Yes, Mr. Governor and members of the Board. Not only will we have more providers, but where we had two positions we now have four available providers, but we also have a system of accountability where we can actually assure that the patients are getting the best care.

**Governor:** I don't have any further questions. Other Board members?

**Attorney General:** Just a follow up, Governor. So is it safe to say that the quality of care to the patients will improve because of the additional staff that will be available?

**Dr. Tracey Green:** That is our goal. We will be measuring the quality and assuring that we are getting all patients seen in a timely manner and that their medical conditions are being addressed and we'll be monitoring.

**Governor:** Do you have any questions, Mr. Secretary?

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

**Governor:** All right. Thank you. Thank you, Dr. Green. Thank you, Mr. Willden. Contract 80.

**Patrick Cates:** Good morning. For the record, Patrick Cates, Department of Wildlife. Be happy to answer any questions you have.

**Governor:** Thank you, Mr. Cates. This is a contract for predator management, specifically mountain lions.

**Patrick Cates:** Yes.

**Governor:** Do we have -- is this in addition to what we do with the federal government?

**Patrick Cates:** It is, Governor. Most of the wildlife control that the department initiates is done with Wildlife Services. In fact, all of it's done with Wildlife Services. We do issue permits for some private companies to deal with nuisance wildlife in the urban area, kind of critter control type of people. This is really separate from that. This is under the Heritage Program. The Heritage Program is administered by statute by the Board of Wildlife Commissioners, not the department. We just provide some administrative support. Every year in the Heritage Program the Commission awards four to \$600,000 a year for a variety of projects, and this project was selected by the Commission back in I think it was May or June. That was prior to your appointments to the Commission. And the Commission as constituted at that time had a particular interest in predator control. So in addition to the four, \$500,000 the department spends every year for predator control, they awarded this as well as a lot of other awards that ended up going to wildlife services under the Heritage Program separate from the department.

**Governor:** Understood and thank you. And my other question has nothing to do with this contract, but I don't know if I saw it reported in the newspaper, but that mountain lion that was wandering around Carson City is no longer there, correct?

**Patrick Cates:** My understanding is yes, they took that lion.

**Governor:** All right. For the benefit of all the runners out there and the dog walkers, I know that it scared a lot of people when they saw that it was in the community, and I wanted to make sure that it was...

**Patrick Cates:** It was unclear to me, it was either one of our wardens or a sheriff that took the animal.

**Governor:** I have no further questions. Well, actually I do. On Contract 81, and this isn't with regard to the contract, I just noted in your purpose of the contract there's a reference that the Big Horn Sheep populations have grown far beyond expectations. Can you provide more specificity with regard to that? It sounds like some good news.

**Patrick Cates:** Certainly. I'm a bean counter, not a biologist, but what I can tell you is most of the herds have been thriving. We have had some issues with a die off last year in the rubies, but for the most part, our herds have increased substantially and we have a very ambitious trap and transplant program this year to distribute those herds throughout the state. In fact, it was I believe last month that we reintroduced Desert Big Horn into the Virginia range east of Reno for the first time, so that was really exciting.

**Governor:** Thank you very much. I saw Mr. Woodbeck here. Is he still here? I neglected to mention Contract 87, and I guess that's Employment Security Division. I don't know if that's within your purview. I just had some questions with regard to these employment contracts, and I had seen that there was more utilization for the Train Employees Now program. I don't know if you have any knowledge with regard to that. Please proceed.

**Frank Woodbeck:** Thank you, Governor, Board Members. For the record, Frank Woodbeck, Director of DETR. The Train Employees Now program has been used over the last several years in conjunction with the Commission on Economic Development to provide training and funding for training for new companies coming into Nevada or expanding in Nevada. It's a means by which we assist the company in underwriting the training for the employees being hired. It's a very efficient program in that the employer matches the expenditure by the state, at least on a dollar for dollar basis. There is virtually no administrative cost involved, and the money goes directly to training new employees. Over the last few years, we have used up to a half million dollars in a fiscal year. This year I had a tally done, and there was up to a half million dollars, it was a \$460-some-odd-thousand dollars committed prior to December. So consequently we felt that adding another \$250,000 to that program was a very efficient use of career enhancement programs funding.

**Governor:** And you referenced, or I don't know if it was you, but it's referenced in the contract that there's more utilization of this program. Does that mean that there are more entities that are becoming aware of it, or that there's just more jobs?

**Frank Woodbeck:** Yes, both. More entities are becoming aware of it because it's utilized by the local development authorities as part of the attraction packages, if you will, the package to attract companies, and approved by the Commission on Economic Development. So their awareness of it has been increased, and the utilization of it has been increased in this particular year.

**Governor:** Thank you very much. Any further questions from Board members? All right. Before I accept a motion, any further questions with regard to Contracts 1 through 86?

**Secretary of State:** I have a quick disclosure, Governor. On Contract No. 12, the contractor is Paul Lamboley Law Offices, and for the record, that is my Chief Deputy's father, but I don't believe there's a conflict and I can vote.

**Governor:** And I misspoke. It's 1 through 96. And I appreciate your making that disclosure, Mr. Secretary, because it reminded me on Contract Item 3, there's a contract between the Attorney General's Office and Jones Vargas Law Firm which was my former employer. I had nothing to do with the negotiation of that contract, nor would I benefit in any way from its

approval, so I will participate in the vote on that contract. The Chair will accept a motion with regard to the approval of Contracts 1 through 96.

**Attorney General:** Move for approval.

**Secretary of State:** Second.

**Governor:** We have a motion by the Attorney General to approve Contracts 1 through 96 under Agenda Item No. 10, a second by the Secretary of State. Are there any questions or further discussion with regard to the motion? Hearing none, all in favor of the motion, please say aye. Motion passes.

## **11. INFORMATION ITEMS**

### **A. Department of Conservation and Natural Resources – Division of State Lands**

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending September 30, 2011 (reference NRS 321.5954).

- **1989 Tahoe Basin Act**

The agency reports there were no transfers of lands or interests in lands during the quarter.

There were no acquisitions of lands or interest in lands during this quarter.

- **Lake Tahoe Mitigation Program**

The agency reports that there was one land coverage sales transaction under this program for the quarter. That transaction involved the sale of 2,473 square feet of Class 1a potential land coverage in the Incline Village Hydrological Zone. This transaction generated \$43,879 in proceeds and administrative fees for the Nevada Land Bank.

No other transactions are reported for the first quarter of FY12.

### **Comments:**

**Governor:** Agenda Item No. 11, Information Item with regard to Department of Conservation and Natural Resources.

**Clerk:** Thank you, Governor. Item No. 11 is an information only item. It is with the Department of Conservation, Natural Resources Division of State Lands. Pursuant to NRS Chapter 111, Statutes of Nevada, the State Lands is required to provide BOE quarterly reports

regarding lands or interest of land transferred, sold, exchanged or leased under the Tahoe Basin Act Program. The 1989 Tahoe Basin Act, the agency reports there were no transfers of land or interests in lands during the quarter. There was no acquisition of land or interest of lands during this quarter. The Lake Tahoe Mitigation Program, the agency reports that there was one land-covered sales transaction under the program for the quarter. The transaction involved the sale of 2,473 square feet of Class 1A potential land coverage in the Incline Village hydrological zone. The transaction generated \$43,879 in proceeds and administrative fees for the Nevada land bank. And no other transactions are reported for the first quarter of FY12.

**Governor:** Thank you very much. Any questions with regard to Agenda Item No. 11?

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

**Comments:**

**Governor:** Agenda Item No. 12, any Board member comments?

**Secretary of State:** No.

**Governor:** Public comment, is there any member of the public here in Carson City that would like to provide public comment? Mr. Fontaine?

**Jeff Fontaine:** Thank you, Mr. Governor, Members of the Board. For the record, I'm Jeff Fontaine with the Nevada Association of Counties. And, Governor, I'd like to thank you for your comments related to working with the counties and their willingness and ability to pay the assessments for the Department of Health and Human Services. And as Director Willden indicated, and I'm sure you are well aware of, we have a number of counties out there that are really struggling. A number of counties, I think six, are already at the statutory property tax cap of \$3.64, so even if they wanted to, they couldn't increase their tax rate to pay for some of these services. And in total, you know, when you look at the total amount of assessments for some of these counties, it's a large amount and it's going to have a significant impact on some of them. And particularly related to the Medicaid Match program, what's different about the assessments now is that there's no longer a cap on the amount of money that counties have to pay for that program. In the past there was an eight cent property tax cap. In other words, whatever revenue was generated by eight cents in property tax was the maximum amount that the counties would have to pay for their share of the Medicaid Match program. Now there is no longer that cap in place, and I think more importantly there's no limit on the amount that the counties will have to pay for this program. And so that's obviously a great concern. I would just like to ask for your consideration in supporting some type of system or policy or waiver or something along those lines, and assuming that there are some resources available to do that, to try to work with some of these counties to help them and pay some of these assessments. You're not gonna see, at least in the current spreadsheet, counties that haven't been able to pay, but I think as time goes on in the third and fourth quarter, you will see situations where counties just simply don't have the resources to pay those assessments. And so we would ask for your support in that area. And lastly, I would just like to publicly acknowledge Director Willden and his team for the great work that they've done. It's no surprise we didn't support these assessments, but Director Willden and

his team made the best of the situation that helped us understand the process. He came out to counties, he worked with us and we appreciate that very much.

**Governor:** Thank you, Mr. Fontaine. Is there any further public comment here in Carson City? Mr. Secretary, is there anyone present in Las Vegas?

**Secretary of State:** Just my staff, Governor, and since we're late for our holiday party, I will kill them if they get up to make a comment.

**\*13. FOR POSSIBLE ACTION – ADJOURNMENT**

**Comments:**

**Governor:** Well, the only thing standing in your way is our motion for adjournment, so I'll take that as a motion, Mr. Secretary.

**Attorney General:** I'll second.

**Governor:** We have a motion by the Secretary, a second by the Attorney General for adjournment. All in favor, please say aye. Motion passes. Thank you. Happy holidays everyone.

**Respectfully submitted,**

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JEFF MOHLENKAMP, CLERK

**APPROVED:**

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GOVERNOR BRIAN SANDOVAL, CHAIRMAN

---

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

---

SECRETARY OF STATE ROSS MILLER




**DEPARTMENT OF ADMINISTRATION**

209 E. Musser Street, Room 200  
Carson City, Nevada 89701-4298  
(775) 684-0222  
Fax (775) 684-0260  
<http://www.budget.state.nv.us/>

Date: Friday, December 16, 2011

To: Jeff Mohlenkamp, Clerk  
Nevada State Board of Examiners

From: Cathy Gregg, Budget Analyst   
Budget and Planning Division

Subject: **BOARD OF EXAMINERS** ACTION ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided. A copy has been submitted for placement on the agenda of the next Interim Finance Committee, if applicable.

**DEPARTMENT OF TAXATION**

Nature of the Request

**REQUEST FOR GENERAL FUND ALLOCATION FROM THE CONTINGENCY FUND**

Pursuant to NRS 353.268, the Department requests \$260,164 from the Interim Finance Committee's Contingency Fund to establish and maintain a Tobacco Master Settlement Agreement (MSA) Enforcement Unit in Fiscal Year 2013.

In an effort to settle all pending arbitrations by the Participating Manufacturers of the Tobacco MSA, the state established a roadmap which involves the creation of a new unit to verify, track and reconcile Non-Participating Manufacturers (NPM) data compiled from a variety of sources and conduct a review of all wholesale dealers licensed by the state to verify and reconcile cigarette counts, stamps and sales records with Taxation reports, complete in-depth desk reviews to detect and address systemic reporting problems, and inspect vehicles and invoices to ensure no contraband products are transported in the state. The unit adds three new positions to the Department: one Compliance/Audit Investigator 3, one Tax Examiner 2, and one Information Technology Programmer 3.

The proposal reduces the risk of a reduction in Nevada's share of future tobacco payments or repayments of prior receipts for failure to "diligently enforce" Nevada's Qualifying Statute, NRS 370 and 370A, established pursuant to the Tobacco MSA. Under the current MSA and statutes, NPMs of the Tobacco MSA pay a specified amount per cigarette annually into an escrow account that allows recovery of any judgment or settlement obtained from claims against those manufacturers for costs arising out of smoke-



related illnesses. The agency's proposal will diligently monitor and enforce these requirements through implementation of the aforementioned proposal.

The program is anticipated to be effective March 1, 2012 and funded in FY'12 with salary savings. Since savings in FY'13 are unknown at this time, the agency is requesting a Contingency Fund allocation.

Recommendation

Recommend approval.

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



STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

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Carson City, Nevada 89706-7937  
Phone: (775) 684-2000 Fax: (775) 684-2020

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BRIAN SANDOVAL  
Governor  
ROBERT R. BARENGO  
Chair, Nevada Tax Commission  
WILLIAM CHISEL  
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2550 Paseo Verde Parkway, Suite 180  
Henderson, Nevada 89074  
Phone: (702) 486-2300  
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**MEMORANDUM**

Date: December 12, 2011  
To: Cathy Gregg, Budget Analyst 4, Budget Division, Department of Administration  
From: William Chisel, Executive Director *WC*  
Subject: Board of Examiners Action Item – Request for Contingency Funds for MSA Enforcement

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Pursuant to Nevada Revised Statute 353.268, the Department of Taxation requests approval of the Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund, in the amount of \$260,164 in fiscal year 2013, to establish a Tobacco Master Settlement Agreement (MSA) Enforcement Unit in the Compliance Division, effective March 1, 2012 through the biennium. This funding is needed to address state requirements pursuant to Nevada Revised Statutes Chapters 370 and 370A. This proposal reduces the risk of a reduction in Nevada’s share of future tobacco payments and/or repayment of prior payments for failure to “diligently enforce” our Qualifying Statute pursuant to the Master Settlement Agreement. The department can fund the fiscal year 2012 estimated costs of \$97,691 out of vacancy savings in the current year. (See Attachment A, Master Settlement Agreement Costs).

In 1998, the Attorney Generals of 46 states signed the MSA with the four largest tobacco companies (Participating Manufacturers or “PMs”) in the United States to recover costs associated with treating smoking-related illnesses and to impose restrictions on the advertising, promotion and marketing of cigarettes. Under the terms of the MSA, states receive annual payments from PMs based on sales in each state, in return for a release of past, present and certain future state claims against them.

As a result of entering into the MSA, Nevada has received settlement money of approximately \$40 million per year. These funds are distributed based on a formula set by the 1999 Legislature: 50% to the Fund for Healthy Nevada to fund state health service and tobacco use prevention costs; 40% to fund the Millennium Scholarship Program to increase the number of Nevada students who attend and graduate from Nevada institutions of higher education; and 10% to the trust fund for Public Health (allocation was eliminated, effective July 1, 2011, and transferred to increase the Fund for Healthy Nevada allocation to 60%) to promote the general health of Nevada residents. The Fund for Healthy Nevada and the Millennium Scholarship Program provides the State Treasurer with administrative funding of two percent of the monies in the funds. There was no allocation of MSA monies to the Department of Taxation to meet state requirements under the MSA.

Nevada passed legislation in 1999, 2005 and 2011 related to the Master Settlement Agreement. Legislation requires NPMs to pay a specified amount (currently, approximately 2 cents) per cigarette into an escrow account annually, with the State of Nevada named as beneficiary. Escrow funds are to be used to recover any judgment or settlement obtained from claims against NPMs for costs arising out of smoke-related illnesses.

## MEMORANDUM

Date: December 12, 2011

Subject: Request for Contingency Funds to Meet State Requirements Under Tobacco MSA

Page 2

Each state is required to "diligently enforce" their Model Escrow Statutes/Qualifying Statute under the terms of the MSA. The PMs are claiming that the States have failed to do so. To that end, Nevada is currently engaged in a nationwide tobacco arbitration. The Office of the Attorney General is currently representing the State of Nevada in the 2003 NPM Adjustment arbitration, which is the nationwide arbitration involving 46 states and 6 territories against the nation's largest tobacco manufacturers. Once this arbitration concludes, each subsequent arbitration will follow. Again, with each subsequent arbitration, Nevada is risking up to the entirety of its MSA payment, which is more than \$40 million dollars per year or over \$300 million, which is a third of a billion dollars for years 2003 through 2011.

After the 2011 Legislative Session ended, an offer was made by the PMs to settle all pending arbitrations. This gave the State a roadmap of what needed to be done going forward if the states were all able to agree to the settlement terms. Based on this, the department, in consultation with the Office of the Attorney General, developed a plan going forward. Current efforts include:

- The **Attorney General's** office receives funds from the annual MSA payments to assist in enforcement of Nevada's Qualifying Statute.
- The **Department of Taxation** is **not** funded through the MSA. However, the Department is funded for two investigator positions, whose responsibilities include regulation of liquor and tax industries. Primarily they:
  - Enforce the three tier system with respect to the sale and shipment of alcohol;
  - Issue fines to retailers pursuant to Alcohol Awareness Program; and
  - Investigate and look for contraband tobacco products and liquor.

The department proposes the establishment of a Tobacco Master Settlement Agreement (MSA) Enforcement Unit in the Compliance Division, effective March 1, 2012. The MSA Unit, comprised of a Compliance/Audit Investigator 3 and a Tax Examiner 2, as well as an Information Technology Professional 3, are necessary to further diligently enforce our Qualifying Statute. The MSA Enforcement Unit would verify, track and reconcile NPM data compiled from mandatory reports from NPMs, department cigarette stamp logs, Prevent All Cigarette Trafficking (PACT) reports from manufacturers/wholesalers to ensure NPMs are placing appropriate amounts in escrow each year. The Unit would conduct reconciliations of all wholesale dealers licensed by the State of Nevada to verify and reconcile cigarette counts, stamps, and sales records with Taxation reports. The Unit would conduct in-depth desk reviews of all information submitted by an NPM or information related to an NPM to detect and address any systematic problems in reporting. The Unit would inspect NPM shipping vehicles and request copies of invoices to ensure transported product is not contraband.

The department will fund FY 2012 costs of \$97,691 out of additional vacancy savings in Category 01 that are expected due to unanticipated delays in recruiting and hiring nine new positions. These vacancy savings are in addition to the required vacancy savings of \$774,651 (see Attachment B, Budget Account 2361, Department of Taxation Projected Costs for FY 2012). Contingency Funds for the following are requested for FY 2013 costs only:

**One (1) IT Programmer 3, grade/step 37-5, and associated costs to develop and maintain database:**

- FY 2012: \$33,827
- FY 2013: \$ 85,928

**IT consulting costs to implement the initial scanning option beyond the basic scanning and storage:**

- FY 2013: \$30,000

## MEMORANDUM

Date: December 12, 2011

Subject: Request for Contingency Funds to Meet State Requirements Under Tobacco MSA

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**One (1) Compliance/Audit Investigator 3, grade/step 35-5, and associated costs to conduct on-site audits of NPM wholesale dealers and oversee NPM sales statistics and reporting:**

- FY 2012: \$32,493
- FY 2013: \$75,110

**One (1) Tax Examiner 2, grade 30, and associated costs to maintain NPM sales statistics and generate reports:**

- FY 2012: \$23,058
- FY 2013: \$53,910

**Travel and Training Costs:**

- FY 2012: \$8,313
- FY 2013: \$15,216

**Totals Costs:**

- FY 2012: \$97,691
- FY 2013: \$260,164
- Biennium: \$357,855

Attachment

cc: Michon Martin, Senior Deputy Attorney General  
Alex Haartz, Program Analyst, Legislative Counsel Bureau, Fiscal Analysis Division  
Christopher Nielsen, Deputy Director  
Brody Leiser, Deputy Director  
Ray Lummus, Tax Manager

Budget Period: 2011-2013 BIENNIUM (FY12-13)  
 Budget Account: 2361 DEPARTMENT OF TAXATION  
 Master Settlement Agreement Costs  
 Date: 12/1/11 7:57 PM

Catg	GL	Description	FY 2012	FY 2013	Schedule
00	2501	APPROPRIATION CONTROL	97,691	260,164	- None -
01	5100	SALARIES	46,900	140,162	
01	5200	WORKERS COMPENSATION	1,280	3,344	
01	5300	RETIREMENT	10,084	30,134	
01	5400	PERSONNEL ASSESSMENT	366	1,093	
01	5500	GROUP INSURANCE	8,169	24,510	
01	5700	PAYROLL ASSESSMENT	98	294	
01	5750	RETIRED EMPLOYEES GROUP INSUR	1,206	3,602	
01	5800	UNEMPLOYMENT COMPENSATION	118	349	
01	5840	MEDICARE	680	2,033	
		Subtotal - Category 01	68,901	205,521	
04	705A	NON B&G - PROP. & CONT. INSURAN	3	10	BUILDING RENT NON-BUILDINGS AND GROUNDS
04	7110	NON-STATE OWNED OFFICE RENT	2,398	7,467	BUILDING RENT NON-BUILDINGS AND GROUNDS
04	7255	B & G LEASE ASSESSMENT	16	49	BUILDING RENT NON-BUILDINGS AND GROUNDS
04	7290	PHONE, FAX, COMMUNICATION LINE	240	720	- None -
04	7291	CELL PHONE/PAGER CHARGES	160	480	- None -
04	7292	DOIT VOICE MAIL	49	146	DOIT
04	7295	DOIT STATE PHONE LINE	134	402	DOIT
04	7460	EQUIPMENT PURCHASES < \$1,000	1,860	0	EQUIPMENT
04	7533	DOIT EMAIL SERVICE	43	129	DOIT
		Subtotal - Category 04	4,903	9,403	
05	8241	NEW FURNISHINGS <\$5,000 - A	9,659	0	EQUIPMENT
11	6100	PER DIEM OUT-OF-STATE	0	4,955	
11	6110	MP DAILY RENTAL OUT-OF-STATE	0	150	
11	6115	NON-MP VEHICLE RENTAL O/S	0	1,180	
11	6140	PERSONAL VEHICLE OUT-OF-STATE	0	793	
11	6150	COMM AIR TRANS OUT-OF-STATE	0	2,994	
11	6200	PER DIEM IN-STATE	1,660	3,321	
11	6210	MP DAILY RENTAL IN-STATE	275	550	
11	6240	PERSONAL VEHICLE IN-STATE	207	413	
11	6250	COMM AIR TRANS IN-STATE	430	860	
		Subtotal - Category 11	2,572	15,216	
26	7060	CONTACT SERVICES	0	30,000	IT CONSULTING/SCANNING SERVICES
26	7771	COMPUTER SOFTWARE <\$5,000 - A	1,569	24	EQUIPMENT
26	8371	COMPUTER HARDWARE <\$5,000 - A	4,346	0	EQUIPMENT
		Subtotal - Category 26	5,915	30,024	
30	6100	PER DIEM OUT-OF-STATE	3,138	0	
	6115	NON-MP VEHICLE RENTAL O/S	426	0	
	6140	PERSONAL VEHICLE OUT-OF-STATE	413	0	
	6150	COMM AIR TRANS OUT-OF-STATE	1,764	0	
		Subtotal - Category 30	5,741	0	
		Total Tobacco MSA Costs	97,691	260,164	

Costs are for 1.0 FTE Compliance Audit/Investigator 3 (step 5), 1.0 FTE Tax Examiner 2, and 1.0 FTE IT Professional 3 (step 5), effective March 1, 2012. FY 2012 training costs are for visits by two staff to Phoenix, Arizona and an east coast state with MSA enforcement programs that have been successfully implemented. Travel costs are for 12 one-week visits in-state and out-of-state to non-tribal wholesale wholesalers are excluded until legislation can be passed by the 2013 Legislature to allow the audits.

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**ATTACHMENT B**

State of Nevada, Department of Taxation  
 Budget Account 2361, Department of Taxation Projected Costs  
 FY 2012, YTD, Actual through 12/11/11

Cal	GL	Description	Leg Appr/WP Budget	YTD Actual	Oct-11 Projected	Nov-11 Projected	Dec-11 Projected	Jan-12 Projected	Feb-12 Projected	Mar-12 Projected	Apr-12 Projected	May-12 Projected	Jun-12 Projected	Total Projected Bal of Yr	Total Projected Revenues Expenditures	Difference Under (Over) Budget
00	2501	Appropriation Control	\$25,699,860	\$25,699,860										\$0	\$25,699,860	\$0
00	2511	Balance Forward	\$0	\$0										\$0	\$0	\$0
00	3729	Audit Fees	\$41,347	\$8,968										\$14,000	\$22,968	\$18,379
00	3750	Admin Fee Cigarette Tax	\$467,923	\$116,982	\$38,994	\$38,994	\$38,994	\$38,994	\$38,994	\$38,994	\$38,994	\$38,994	\$38,989	\$350,941	\$467,923	\$0
00	3751	Admin Fee S-T Auto Lease	\$2,715	\$3,111	\$2,100	\$2,300	\$2,100	\$2,300	\$2,300	\$1,700	\$2,300	\$2,300	\$3,300	\$7,100	\$10,211	(\$7,496)
00	3755	Admin Fee Bad Check Chgs	\$40,083	\$9,414	\$4,500	\$2,300	\$4,500	\$2,300	\$2,300	\$4,500	\$2,300	\$2,300	\$4,500	\$27,300	\$36,714	\$3,369
00	3765	Justice Court Fees	\$123,720	\$29,798	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$22,100	\$100	\$100	\$22,700	\$113,798	\$9,922
00	4254	Miscellaneous Fees	\$29,206	\$1,974	\$100	\$100	\$100	\$100	\$100	\$100	\$22,100	\$100	\$100	\$0	\$200	\$7,236
00	4355	Reimbursement of Expenses	\$7,436	\$200										\$0	\$0	\$0
00	4459	Close Petty Cash	\$0	\$0										\$0	\$0	\$0
00	4601	GF Salary Adjustment	\$0	\$0										\$0	\$0	\$0
00	4654	IFC Contingency Allocation	\$0	\$0										\$0	\$0	\$0
00	4673	Trf Fr Environmental Protectn	\$8,281	\$1,385	\$1,300					\$1,300				\$3,900	\$5,285	\$2,996
00	4733	Trf Fr SOS	\$0	\$0										\$0	\$0	\$0
			\$25,420,571	\$25,871,692	\$41,294	\$41,294	\$76,994	\$43,394	\$43,394	\$76,594	\$65,394	\$43,394	\$78,189	\$509,941	\$26,361,633	\$38,938
01		Personnel Services	\$20,117,323	\$8,149,204			\$1,509,042	\$2,256,202	\$1,590,668	\$1,555,942	\$1,586,092	\$1,569,390	\$1,668,208	\$11,735,544	\$19,884,748	\$232,575
02		Out-of-State Travel	\$2,421	\$1,454			\$2,914	\$1,009	\$2,420	\$3,000	\$3,000	\$3,000	\$3,000	\$1,906	\$3,360	(\$939)
6100		Per Diem Out-of-State	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6120		Motor, Pool, Daily Rental	\$8,943	\$4,751			\$500	\$500	\$500	\$700	\$1,000	\$1,000	\$1,000	\$0	\$0	\$10
6130		Public Transp Out-of-State	\$577	\$85			\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$0	\$85	\$492
6140		Personal Ven Out-of-State	\$512	\$33			\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$0	\$33	\$479
6150		Com Air Transp Out-of-State	\$1,066	\$1,108			\$0	\$0	\$0	\$250	\$250	\$250	\$250	\$0	\$1,108	(\$42)
		Subtotal - Out-of-State	\$4,566	\$2,680	\$0	\$0	\$1,906	\$0	\$0	\$1,906	\$0	\$0	\$0	\$1,906	\$4,586	\$0
03		In-State Travel	\$0	\$0			\$2,750	\$3,600	\$4,000	\$4,000	\$5,000	\$5,000	\$5,500	\$0	\$0	\$0
6005		Travel Advance Cleaning	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6200		Per Diem	\$40,836	\$25,598			\$2,914	\$1,009	\$2,420	\$3,000	\$3,000	\$3,000	\$3,000	\$19,361	\$44,959	(\$4,123)
6210		Motor, Pool, Daily Rental	\$8,943	\$4,751			\$500	\$500	\$500	\$700	\$1,000	\$1,000	\$1,000	\$0	\$0	\$10
6211		MP Monthly Vehicle Rental	\$9,594	\$4,843			\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$0	\$951	(\$1,007)
6215		Non MP Vehicle Rental	\$1,628	\$658			\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$0	\$1,040	(\$5,549)
6220		Auto - Miscellaneous	\$211	\$35			\$0	\$0	\$0	\$250	\$250	\$250	\$250	\$1,250	\$1,908	(\$280)
6230		Public Transportation	\$590	\$17			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35	\$176
6240		Personal Vehicle	\$69,592	\$17,565			\$2,750	\$3,600	\$4,000	\$4,000	\$5,000	\$5,000	\$5,500	\$30,450	\$48,015	\$21,577
6250		Commercial Air Transp	\$18,737	\$13,268			\$750	\$750	\$750	\$1,500	\$2,500	\$2,500	\$2,500	\$16,650	\$29,918	(\$11,181)
6270		US Bank Card ATM	\$3	\$8			\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$80	\$88	(\$85)
		Subtotal - In-State	\$150,134	\$66,743	\$0	\$8,328	\$8,224	\$7,169	\$9,230	\$10,760	\$13,060	\$13,060	\$13,560	\$63,391	\$150,134	\$0
04		Operating Expense	\$39,377	\$12,192			\$2,800	\$4,800	\$2,800	\$4,800	\$2,800	\$4,800	\$4,200	\$27,000	\$39,192	\$185
7020's		Operating Supplies	\$6,822	\$1,106			\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$2,800	\$3,906	\$2,916
7030		Freight Charges	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7042		Microfilm - SI Micrographics	\$3,554	\$808			\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$2,700	\$3,508	\$46
7043		Printing - Xerox Per Copy	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7044		Printing - Copier Paper	\$78,990	\$18,497			\$6,000	\$12,000	\$1,000	\$6,000	\$4,000	\$0	\$12,000	\$41,000	\$59,497	\$19,493
7045		State Printing	\$74,511	\$22,192			\$14,000	\$12,000	\$3,500	\$11,000	\$3,000	\$15,000	\$20,000	\$78,500	\$100,692	(\$26,181)
7046		Quick Print	\$701	\$0			\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$1
7049		Agency Publications	\$909	\$909			\$909	\$909	\$909	\$909	\$909	\$909	\$909	\$909	\$1,818	(\$909)
7051		Ins - Ag Owned Prop & Cont	\$0	\$1,528			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$1,528)
7054		Insurance - AG Tort Asmt	\$41,727	\$41,728			\$41,728	\$41,728	\$41,728	\$41,728	\$41,728	\$41,728	\$41,728	\$0	\$41,728	\$0
7056		Insurance Deductibles	\$300	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$300	\$0
705A		Ins - Non B&G Prop & Cont	\$396	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$396	\$396	\$0
705B		Ins - B&G Prop & Cont	\$1,132	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,132	\$1,132	\$0
7060		Contracts-Shred, CRT Rpr	\$34,498	\$22,605			\$600	\$600	\$4,100	\$4,100	\$4,100	\$4,100	\$600	\$22,800	\$45,405	(\$10,907)
7061		Contracts-Telax	\$18,120	\$7,687			\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$7,800	\$15,487	\$2,633
7074		Hardware Lic/Maint/Agmt	\$4,916	\$2,694			\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$2,318	\$5,012	(\$96)
7080		Legal and Court	\$17,294	\$3,433			\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$4,400	\$7,833	\$9,461
7090		Equipment Repair	\$604	\$250			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$354



**ATTACHMENT B**

State of Nevada, Department of Taxation  
 Budget Account 2361, Department of Taxation Projected Costs  
 FY 2012, YTD Actual through 12/31/11

Cat	GL Description	Leg Appr/WP Budget	YTD Actual	Oct-11 Projected	Nov-11 Projected	Dec-11 Projected	Jan-12 Projected	Feb-12 Projected	Mar-12 Projected	Apr-12 Projected	May-12 Projected	Jun-12 Projected	Projected Bal of Yr	Total Projected Revenues	Total Projected Expenditures	Difference Under (Over) Budget
7100	State Owned Bldg Rent	\$130,787	\$32,697							\$217,997		\$245,000	\$98,090	\$130,787	\$895,076	\$22,508
7110	Non-St Owned Bldg Rent	\$917,584	\$432,079										\$462,987	\$98,090	\$1,871	(\$1,075)
7120	Advertising and Public Rel	\$796	\$1,871										\$0	\$0	\$140	\$363
7140	Utilities	\$503	\$140										\$0	\$0	\$198	\$198
7174	Uniform (Inv Badge Holder)	\$198	\$0										\$0	\$0	\$0	\$0
7255	B&G Svcs/Lease Assmt	\$6,844	\$0										\$6,844	\$6,844	\$0	\$0
7270	Penalties/Fees	\$0	\$0										\$0	\$0	\$0	\$0
7280	Postage	\$1,341	\$614										\$0	\$0	\$0	\$0
7285	State Mailroom	\$776,919	\$264,993		\$500	\$500	\$76,220	\$63,560	\$76,220	\$43,000	\$150	\$150	\$1,300	\$1,914	\$1,914	(\$573)
7290	Phone, Fax, Communication	\$30,365	\$7,316		\$600	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$43,000	\$95,000	\$523,000	\$787,993	\$787,993	(\$11,074)
7291	Cell Phone/Page	\$3,107	\$1,059		\$200	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$12,150	\$19,466	\$19,466	\$10,899
7292	DoIT Voice Mail	\$10,740	\$3,643		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$6,000	\$2,300	\$3,359	\$3,359	(\$252)
7294	Conference Call Charge	\$1,794	\$510		\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$8,000	\$11,643	\$11,643	(\$403)
7295	DoIT State Phone Line	\$38,594	\$12,610		\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$25,600	\$11,470	\$11,470	\$324
7296	DoIT Long Distance	\$12,540	\$3,552		\$1,000	\$1,000	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$8,000	\$38,210	\$38,210	\$384
7298	DoIT Phone Card Charges	\$488	\$229		\$50	\$50	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$8,000	\$11,552	\$11,552	\$988
7299	Telephone and Data Wiring	\$2,036	\$2,192		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$400	\$400	\$629	(\$141)
7301	Membership Fees	\$40,032	\$39,136		\$200	\$200						\$804	\$804	\$2,996	\$2,996	(\$450)
7302	Registration Fees	\$100	\$660		\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$200	\$39,336	\$39,336	\$696
7330	Special Reports (TransLU/Pacer)	\$3,905	\$1,325		\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$0	\$660	\$660	(\$560)
7370	Publications and Periodicals	\$46,001	\$6,114		\$935	\$775	\$1,760	\$775	\$745	\$769	\$29,500	\$400	\$3,200	\$42,525	\$42,525	(\$620)
7430	Professional Svcs - Video Conf	\$1,938	\$2,748		\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$36,319	\$42,433	\$42,433	\$3,568
7431	Professional Svcs - Armored Ct	\$18,393	\$5,236		\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$950	\$950	\$3,698	\$3,698	(\$1,760)
7480a	Equipment Purchases < \$1,000	\$26,974	\$2,631		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$3,000	\$11,200	\$16,436	\$16,436	\$1,957
7461	Equipment Purchases (Ergo)	\$762	\$1,849		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$1,849	\$1,849	(\$1,087)
7533	DoIT E-Mail Service	\$13,278	\$3,860		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$8,000	\$11,860	\$11,860	\$1,418
7557	NAS Card Reader	\$302	\$0										\$0	\$0	\$302	\$302
7630S	Misc Services	\$152	\$0										\$0	\$0	\$0	\$152
7637	Notary Fee Apply/Renew	\$35	\$394										\$0	\$394	\$394	(\$359)
7150	Non-St Emp Travel/HS	\$570	\$0										\$0	\$0	\$0	\$570
7960	Rentals for Land/Equip	\$474	\$0										\$0	\$0	\$0	\$474
7980	Operating Lease Payr	\$44,821	\$18,285		\$100	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$28,100	\$46,385	\$46,385	\$474
	Subtotal - Category 04 (1)	\$2,456,224	\$981,372	\$0	\$56,105	\$173,592	\$125,700	\$83,355	\$187,878	\$293,286	\$115,288	\$409,465	\$1,444,669	\$2,426,041	\$2,426,041	\$30,183
05	Equipment	\$26,717	\$18,342		\$8,375	\$8,375							\$8,375	\$26,717	\$26,717	\$0
09	Compliance Audit Investigation															
6100s	Out-of-State Travel	\$191	\$0										\$0	\$0	\$0	\$191
6200s	In-State Travel	\$5,922	\$1,866		\$225	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$3,375	\$5,241	\$5,241	\$681
7002	Registration Fees	\$0	\$0										\$0	\$0	\$0	\$0
7306	Dues and Reg - Emp Reimb	\$0	\$0										\$0	\$0	\$0	\$0
	Subtotal - Category 09	\$6,113	\$1,866	\$0	\$225	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$3,375	\$5,241	\$5,241	\$872
10	Out-of-State Audit	\$50,121	\$17,137		\$1,000	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$31,800	\$48,937	\$48,937	\$1,184
12	E-Payment Fees	\$12,976	\$5,347		\$1,100	\$1,100	\$2,000	\$1,250	\$1,250	\$2,000	\$1,300	\$1,300	\$11,300	\$16,647	\$16,647	(\$3,371)
15	Lockbox Program															
7030	Freight	\$7,983	\$2,725		\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$5,600	\$8,325	\$8,325	(\$642)
7065	Contract	\$1,433,956	\$415,024		\$150,000	\$70,000	\$145,000	\$175,000	\$80,000	\$130,000	\$140,000	\$70,000	\$960,000	\$1,375,024	\$1,375,024	\$58,932
	Subtotal - Category 15 (2)	\$1,441,639	\$417,749	\$0	\$150,700	\$70,700	\$145,700	\$175,700	\$80,700	\$130,700	\$140,700	\$70,700	\$965,600	\$1,383,349	\$1,383,349	\$58,290
17	Mining Oversight	\$17,050	\$0										\$0	\$0	\$0	\$17,050
21	Demographic Surveys	\$186,186	\$38,756		\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$147,430	\$186,186	\$186,186	\$0
25	Cigarette Stamps	\$201,596	\$948	\$67,000						\$66,648			\$200,648	\$201,596	\$201,596	\$0
26	Information Services	\$20,757	\$12,170		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$3,000	\$15,000	\$27,170	\$27,170	(\$6,413)
	7030 Freight	\$0	\$0										\$0	\$0	\$0	\$0

**ATTACHMENT B**

State of Nevada, Department of Taxation  
 Budget Account 2361, Department of Taxation: Projected Costs  
 FY 2012, YTD: Actual through 12/11/11

Cat	GL	Description	Leg Appr/WP Budget	YTD Actual	Oct-11 Projected	Nov-11 Projected	Dec-11 Projected	Jan-12 Projected	Feb-12 Projected	Mar-12 Projected	Apr-12 Projected	May-12 Projected	Jun-12 Projected	Total Projected Revenues	Total Projected Expenditures	Total Projected Bal of Yr	Difference Under (Over) Budget
	7060	Contract Services	\$30,000	\$1,938		\$3,125	\$12,500	\$12,500	\$1,875					\$31,938	\$30,000	\$30,000	(\$1,938)
	7062	Contract Services	\$0	\$0					\$46,904			\$70,140	\$20,034	\$0	\$630,890	\$146,496	(\$67,562)
	7073	Software Maintenance Agmt	\$543,308	\$484,394		\$431	\$9,068	\$9,068	\$595			\$234	\$11,648	\$0	\$20,196	\$19,522	\$703
	7074	Hardware Maintenance Agmt	\$20,899	\$674					\$750			\$750	\$750	\$0	\$409	\$0	\$1,420
	7090	Equipment Repair	\$1,829	\$175										\$0	\$0	\$0	\$0
	7270	Late Fees and Penalty	\$0	\$0										\$0	\$0	\$0	\$0
	7290's	Phone, Fax, Communication	\$6,743	\$4,325										\$0	\$9,575	\$5,250	(\$2,822)
	7300	Registration Fees	\$0	\$6,900										\$0	\$6,900	\$0	(\$6,900)
	7370	Publications and Periodicals	\$0	\$0										\$0	\$0	\$0	\$0
	7460's	Equipment Purchases	\$264	\$30										\$0	\$30	\$0	\$234
	7511	DoIT Database Administrator	139,534	\$54,197		\$13,224	\$13,920	\$13,920	\$13,920	\$15,312	\$14,616	\$15,136	\$14,448	\$169,389	\$115,192	\$115,192	(\$29,855)
	7520	DoIT Comp Svcs - Batch	263	\$194		\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$0	\$674	\$480	(\$411)
	7521	DoIT Comp Svcs - TSO	6	\$0		\$270	\$270	\$270	\$270	\$270	\$270	\$270	\$270	\$0	\$0	\$2,160	\$642
	7523	DoIT Comp Svcs - DB2	77	\$0										\$0	\$0	\$0	\$77
	7525	DoIT Comp Svcs - Tape I/O	36	\$34		\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$80	\$114	\$80	(\$78)
	7526	DoIT Comp Svcs - Tape Strg	157	\$12		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$20	\$52	\$20	\$105
	7527	DoIT Comp Svcs - Disk I/O	\$423	\$76		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$200	\$276	\$200	\$147
	7528	DoIT Comp Svcs - Disk	38,303	\$12,907		\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$26,400	\$39,307	\$26,400	(\$1,004)
	7535	DoIT Non-Server Hosting	2,611	\$1,108		\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$2,240	\$3,348	\$2,240	(\$537)
	7536	EITS Server Hosting-Basic	0	\$284		\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$640	\$924	\$640	(\$924)
	7538	DoIT Server Hosting - Full	32,369	\$8,520		\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$17,600	\$26,120	\$17,600	\$6,249
	7541	DoIT Dial Up Access	221	\$48		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$120	\$168	\$120	\$53
	7542	DoIT Shvernet Access	127,572	\$42,523		\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$88,000	\$130,523	\$88,000	(\$2,951)
	7545	DoIT VPN Secure Link	1,922	\$624		\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$1,360	\$1,984	\$1,360	(\$592)
	7554	DoIT Infrastructure Assmt	37,188	\$18,594		\$9,297	\$9,297	\$9,297	\$9,297	\$9,297	\$9,297	\$9,297	\$9,297	\$18,594	\$37,188	\$18,594	\$0
	7556	DoIT Security Assmt	17,056	\$8,528		\$4,264	\$4,264	\$4,264	\$4,264	\$4,264	\$4,264	\$4,264	\$4,264	\$8,528	\$17,056	\$8,528	\$0
	7567	EITS NCAS Reader	0	\$100										\$0	\$100	\$0	(\$100)
	7770	Computer Software > \$5000	0	\$0										\$0	\$0	\$0	\$0
	7771	Computer Software < \$5000	132,970	\$0		\$117,480	\$2,260	\$2,260						\$119,740	\$119,740	\$119,740	\$13,230
	8271	Special Equipment	4,200	\$0										\$0	\$0	\$0	\$4,200
	8290	Telephone System Eq >\$5000	\$0	\$0										\$0	\$0	\$0	\$0
	8331	Office and Other Equipment	\$15,480	\$0		\$12,582	\$58,000	\$58,000	\$58,000					\$12,582	\$12,582	\$12,582	\$2,898
	8370	Computer Hardware >\$5000	168,498	\$30,270		\$110,000	\$110,000	\$110,000	\$110,000					\$116,000	\$146,270	\$116,000	\$22,228
	8371	Computer Hardware <\$5000	330,538	\$20,693		\$225,913	\$83,459	\$83,459	\$83,459	\$49,038	\$34,781	\$273,675	\$80,856	\$220,000	\$240,693	\$966,458	\$89,845
			\$1,676,903	\$710,295	\$6,848	\$46,346	\$165,542	\$225,913	\$83,459	\$49,038	\$34,781	\$273,675	\$80,856	\$966,458	\$1,676,753	\$150	\$150
30		<b>Training</b>															
	6200	In-State Travel	\$761	\$0										\$0	\$0	\$0	\$761
	7060	Contract	\$0	\$0										\$0	\$0	\$0	\$0
	7300's	Registration Fees	\$682	\$0		\$350	\$350	\$350	\$350			\$350	\$463	\$1,513	\$1,513	\$1,513	(\$831)
	7320	Instructional Supply	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$1,513	\$0	\$0	\$350	\$350	\$350	\$350	\$350	\$0	\$350	\$463	\$1,513	\$1,513	\$1,513	\$0
31		<b>Co Assess/Appraiser Trng</b>															
			\$7,436	\$0										\$0	\$0	\$0	\$7,436
82		<b>Personnel Serv Cost Alloc</b>															
			\$60,815	\$0										\$60,815	\$60,815	\$60,815	\$0
87		<b>Purchasing Assessment</b>															
			\$3,239	\$3,239										\$0	\$3,239	\$0	\$0
93		<b>Reserve for Reversion</b>															
			\$0	\$0										\$0	\$0	\$0	\$0
		<b>Total Expenditures</b>	\$26,420,571	\$10,413,678	\$73,848	\$263,804	\$1,991,275	\$2,834,534	\$1,948,512	\$1,942,174	\$2,131,417	\$2,118,613	\$2,358,647	\$15,662,824	\$26,076,502	\$15,662,824	\$344,069
		<b>Projected Cash Over (Short)</b>	\$0	\$15,458,014	(\$32,824)	(\$23,810)	(\$1,914,281)	(\$2,791,140)	(\$1,903,118)	(\$1,865,500)	(\$2,066,013)	(\$2,076,219)	(\$2,280,498)	(\$15,452,983)	\$305,131	\$305,131	\$305,131
		<b>Cumulative Cash Balance</b>			\$15,425,460	\$15,202,950	\$13,288,669	\$10,497,529	\$8,592,411	\$6,726,831	\$4,660,808	\$2,585,589	\$305,131				

Note (1) Category 04 Operating Expense projected surplus authority is being held in anticipation of pending contract negotiations resulting from the recent request for proposal for lockbox services.  
 (2) Category 15 Lockbox Program projected surplus authority is being held in anticipation of pending contract negotiations resulting from the recent request for proposal for lockbox services.





**DEPARTMENT OF ADMINISTRATION**

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Date: December 12, 2011  
To: Janet Murphy, Budget Analyst V  
Department of Administration  
From: Cathy Gregg, Budget Analyst IV  
Budget and Planning Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF TAXATION

Nature of the Request

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiner's for approval. The Department of Taxation is requesting authority to pay 175 refund requests totaling \$5,767,114.

Recommendation

Below is a table summarizing the actions either approved or pending Board approval at this time, and provides an outlook for future potential mining claim refunds. This action item is recommended for approval.

BOE Meeting Date	Mining Refund	MBT Credit	Grand Total
November 2011	\$8,179,929.50	\$538,050.00	\$8,717,979.50
December 2011	\$522,960.00	\$7,140.00	\$530,100.00
January 2012	\$5,767,114.00	\$0.00	\$5,767,114.00
Totals to Date	\$14,470,003.50	\$545,190.00	\$15,015,193.50
<b>Total Mining Claims Deposited in Prior Biennium</b>			<b>\$18,135,081.50</b>
<b>Difference</b>			<b>\$3,119,888.00</b>

REVIEWED: <u>    JM    </u> ACTION ITEM: _____
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STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115  
Carson City, Nevada 89706-7937  
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE  
4600 Kietzke Lane  
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BRIAN SANDOVAL  
Governor  
ROBERT R BARENGO  
Chair, Nevada Tax Commission  
WILLIAM CHISEL  
Executive Director

LAS VEGAS OFFICE  
Grant Sawyer Office Building, Suite 1300  
555 E. Washington Avenue  
Las Vegas, Nevada 89101  
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HENDERSON OFFICE  
2550 Paseo Verde Parkway, Suite 180  
Henderson, Nevada 89074  
Phone: (702) 486-2300  
Fax: (702) 486-3377

Date: December 5, 2011  
To: Cathy Gregg, Budget Analyst 4  
From: Brody Leiser, Deputy Executive Director *Brody Leiser*  
CC: Janet Murphy, Budget Analyst 5  
Alex Haartz, Program Analyst, Legislative Counsel Bureau  
Subject: Board of Examiners Action Item – Mining Fee Refunds

In accordance with Senate Bill (SB) 493 (see Attachment A) of the 2011 Legislative Session, the Department of Taxation requests the Board of Examiners' approval for payment of the attached list of 175 applications for mining fee refunds, totaling \$5,767,114 (see Attachment B). These refunds are for amounts paid by mining claim holders pursuant to Nevada Revised Statute (NRS) 517.187 (see Attachment C). Section 16.7 of SB 493 repeals NRS 517.187 for mining claims fees adopted in Assembly Bill (AB) 6 during the 26<sup>th</sup> Special Session. AB 6, section 47 (see Attachment D, page 54), amended NRS 517.187 to impose an additional fee on each filing by persons holding 11 or more mining claims. The fees deposited by the State Controller in the State General Fund totaled \$18.1 million.

Attachment B represents the Taxation's third submittal to the Board for approval of refund applications that the department received for amounts it verified were paid by the mining claim holders to the county recorders, forwarded by the county treasurers, and received by the State Controller's Office. SB 493, section 16.7, subsection 6 provides that all such claims presented by the department and approved by the Board "must be paid from the State General Fund."

SB 493, section 16.7, subsection 2 provides that the amount of fees paid by mining claim holders may be applied against the applicant's Modified Business Tax (MBT) liability with the excess amount carried forward until it is exhausted, unless the department determines it impractical to provide the full credit. Amounts that are not applied against an MBT liability will be refunded to the applicant. Due to lack of staff to track mining claim credits manually over an extended period, the department established a one-year timeframe in which it would be practicable to track and apply these amounts against MBT liabilities. Of the 175 applications the received and verified to date for this third submittal to the Board, the department did not identify any with  
✓ MBT accounts that will have the requested refund amounts applied to their liabilities over the following year.

The department will continue to present refund applications to the Board each month for payment approval as it receives and verifies them. Pursuant to Section 16.7 of SB 493, applications for mining fee refunds will  
✓ be accepted until June 30, 2013. To date, the department has forwarded 570 applications for refund, totaling \$14,470,003.50, for Board approval and identified 17 applicants that will have refund amounts, totaling \$545,190, applied to their MBT account liabilities.

Please contact Carolyn Misumi at 684-2071 if you have questions or require additional information.

Attachments

2

Senate Bill No. 493—Committee on Revenue

CHAPTER.....

AN ACT relating to mining; creating the Mining Oversight and Accountability Commission and establishing its membership, powers and duties; revising provisions governing the calculation of net proceeds from certain mining operations conducted in this State; repealing a fee imposed on certain filings regarding mining claims; making an appropriation; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Existing law does not provide for a single administrative body to oversee the activities of the various state agencies that have responsibility for the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 5** of this bill creates the Mining Oversight and Accountability Commission, consisting of seven members appointed by the Governor. Two of the members must be recommended by the Majority Leader of the Senate and two by the Speaker of the Assembly. In the first biennium, one member must be recommended by the Minority Leader of the Senate. In the next biennium, one member must be recommended by the Minority Leader of the Assembly. The authority of the Minority Leader of the Senate and the Minority Leader of the Assembly to make those recommendations alternates each biennium thereafter. **Section 7** of this bill requires the Commission to provide oversight of compliance with Nevada law relating to the activities of each state agency with respect to the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 7** also identifies particular state entities that are subject to the supervision of the Commission with respect to their activities related to mines and mining: (1) the Nevada Tax Commission and the Department of Taxation in the taxation of the net proceeds of minerals; (2) the Division of Industrial Relations of the Department of Business and Industry concerning the safe and healthful working conditions at mines; (3) the Commission on Mineral Resources and the Division of Minerals of the Commission; (4) the Bureau of Mines and Geology of the State of Nevada; and (5) the Division of Environmental Protection of the State Department of Conservation and Natural Resources in its activities concerning the reclamation of land used in mining. **Sections 8 and 13-16** of this bill establish certain reports and other information that those entities are required to provide to the Commission. **Section 11** of this bill authorizes the Commission to request the Legislative Commission to direct the Legislative Auditor to provide for a special audit or investigation of the activities of any state agency, board, bureau, commission or political subdivision in connection with the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 12** of this bill provides that certain regulations of the Nevada Tax Commission, Administrator of the Division of Industrial Relations, Commission on Mineral Resources and the State Environmental Commission concerning mines and mining are not effective unless they are reviewed by the Mining Oversight and Accountability Commission before being approved by the Legislative Commission. **Sections 12.5 and 12.7** of this bill revise provisions governing the calculation of net proceeds from certain mining operations conducted in this State.

During the 26th Special Session in 2010, the Legislature enacted a law imposing a fee on the filing of an affidavit of the work performed on or improvements made to a mining claim or an affidavit of the intent to hold a mining



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claim, if the person who holds the mining claim holds 11 or more mining claims in this State. (NRS 517.187) **Section 16.3** of this bill repeals that law. **Section 16.7** of this bill allows any person who paid that fee to receive a credit of the amount paid against any liability of the person for the state modified business tax or, if that is not practical, a refund of the amount paid.

**Section 16.5** of this bill makes an appropriation to the Department of Taxation to fund the costs for the Mining Oversight and Accountability Commission.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets [*deleted text(s)*] is material to be omitted.

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

**Section 1.** Chapter 362 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 12 inclusive, of this act.

**Sec. 2.** *As used in sections 2 to 12, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 3 and 4 of this act have the meanings ascribed to them in those sections.*

**Sec. 3.** *“Chair” means the Chair of the Commission.*

**Sec. 4.** *“Commission” means the Mining Oversight and Accountability Commission created by section 5 of this act.*

**Sec. 5.** *1. There is hereby created the Mining Oversight and Accountability Commission consisting of seven members appointed as follows:*

- (a) Two members appointed by the Governor;*
- (b) Two members appointed by the Governor from a list of persons recommended by the Majority Leader of the Senate;*
- (c) Two members appointed by the Governor from a list of persons recommended by the Speaker of the Assembly; and*
- (d) One member appointed by the Governor from a list of persons recommended by the Minority Leader of the Senate or the Minority Leader of the Assembly. The Minority Leader of the Senate shall recommend persons for appointment for the initial term, the Minority Leader of the Assembly shall recommend persons for appointment for the next succeeding term, and thereafter, the authority to recommend persons for appointment must alternate each biennium between the Houses of the Legislature.*

*2. The Governor, Majority Leader of the Senate, Speaker of the Assembly, Minority Leader of the Senate and Minority Leader of the Assembly shall confer before the Governor makes an appointment to ensure that:*



and must be reverted to the State General Fund on or before September 21, 2012, and September 20, 2013, respectively.

**Sec. 16.7.** 1. Any person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 may, on or before June 30, 2013, apply to the Department of Taxation pursuant to this section for a credit or refund of the total amount paid by the person pursuant to NRS 517.187.

2. Upon the receipt of an application pursuant to subsection 1 and proof to the satisfaction of the Department of Taxation of the total amount paid by the applicant pursuant to NRS 517.187, the Department shall:

(a) Except as otherwise provided in paragraph (b), allow the applicant a credit of the total amount paid by the person pursuant to NRS 517.187 against any liability of the person for the tax imposed pursuant to NRS 363B.110, and carry any unused portion of the credit forward until the credit is exhausted; or

(b) If the Department determines that it is impractical to provide a full credit to the applicant pursuant to paragraph (a), cause to be refunded to the applicant the total amount paid by the applicant pursuant to NRS 517.187.

3. A person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 is not entitled to receive any penalty or interest on the amount paid.

4. The failure of any person to apply to the Department of Taxation pursuant to subsection 1 within the time prescribed constitutes a waiver of any demand against the State for any credit or refund of any fee, interest or penalty paid by or on behalf of the person pursuant to NRS 517.187.

5. Each county recorder shall, upon the request of the Department of Taxation, provide to the Department such documentation as the Department determines to be necessary to verify the total amount paid pursuant to NRS 517.187 by any person who applies to the Department pursuant to subsection 1.

6. All refunds made pursuant to this section must be paid from the State General Fund upon claims presented by the Department of Taxation, approved by the State Board of Examiners, and allowed and paid as other claims against the State are allowed and paid.

**Sec. 17.** The Department of Taxation shall submit to the Mining Oversight and Accountability Commission created by section 5 of this act at the first regular meeting of the Commission following the effective date of this section a comprehensive audit program that sets forth the Department's plan for completing an audit of every mining operator or other person who is required to



file a statement concerning the extraction of minerals in this State pursuant to NRS 362.100 to 362.240, inclusive.

**Sec. 17.3.** The amendatory provisions of section 12.5 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2011.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2012 and each calendar year thereafter.

**Sec. 17.5.** The amendatory provisions of section 12.7 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2013.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2014 and each calendar year thereafter.

**Sec. 17.7.** 1. The Nevada Tax Commission, on or before January 1, 2012, and subject to the requirements of section 12 of this act, shall adopt regulations to carry out the provisions of NRS 362.120, as amended by section 12.5 of this act.

2. In adopting regulations pursuant to subsection 1, the Nevada Tax Commission shall amend or repeal any of its existing regulations that conflict or are inconsistent with the provisions of NRS 362.120, as amended by section 12.5 of this act.

**Sec. 18.** Notwithstanding the provisions of section 5 of this act, as soon as practicable after the effective date of this section, the Governor shall appoint to the Mining Oversight and Accountability Commission created by section 5 of this act:

1. One member pursuant to paragraph (a), (b) and (c), respectively, of subsection 1 of that section whose term expires on June 30, 2012; and

2. One member pursuant to paragraph (a), (b), (c) and (d), respectively, of subsection 1 of that section whose term expires on June 30, 2013.

**Sec. 19.** 1. This section and sections 1 to 12, inclusive, and 13 to 18, inclusive, of this act become effective upon passage and approval.

2. Section 12.5 of this act becomes effective on January 1, 2012.



3. Section 12.7 of this act becomes effective on January 1, 2014.



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Refund of Mining Fees Paid Pursuant to NRS 517.187  
As of December 6, 2011

#	Name	Make Check Payable To	County Where Fees Paid	Date Received	Claim	Amount Paid
1	ALLIED NEVADA GOLD CORP FOR ANG NORTHEAST LLC	ALLIED NEVADA GOLD CORP	EUREKA	11/08/11	\$	2,720.00
2	ALLIED NEVADA GOLD CORP FOR ANG NORTH LLC	ALLIED NEVADA GOLD CORP	EUREKA	11/08/11	\$	30,090.00
3	ALLIED NEVADA GOLD CORP FOR ANG CORTEZ LLC	ALLIED NEVADA GOLD CORP	EUREKA	11/08/11	\$	3,060.00
4	ALLIED NEVADA GOLD CORP FOR ANG CORTEZ LLC	ALLIED NEVADA GOLD CORP	EUREKA	11/08/11	\$	2,720.00
5	ALLIED NEVADA GOLD CORP FOR ANG EUREKA LLC	ALLIED NEVADA GOLD CORP	EUREKA	11/08/11	\$	73,440.00
6	ALLIED NEVADA GOLD CORP FOR ANG CENTRAL LLC	ALLIED NEVADA GOLD CORP	EUREKA	11/08/11	\$	20,060.00
7	ALLIED NEVADA GOLD CORP FOR ALLIED VISTA NEVADA CORP	ALLIED NEVADA GOLD CORP	PERSHING	11/08/11	\$	24,140.00
8	ALLIED NEVADA GOLD CORP FOR ALLIED NEVADA GOLD HOLDINGS LLC	ALLIED NEVADA GOLD CORP	PERSHING	11/08/11	\$	7,140.00
9	ALLIED NEVADA GOLD CORP FOR HYCROFT RESOURCES & DEV INC	ALLIED NEVADA GOLD CORP	PERSHING	11/08/11	\$	230,685.00
10	ALLIED NEVADA GOLD CORP FOR ALLIED VISTA NEVADA CORP	ALLIED NEVADA GOLD CORP	WHITE PINE	11/08/11	\$	2,720.00
11	ALLIED NEVADA GOLD CORP FOR ANG CENTRAL LLC	ALLIED NEVADA GOLD CORP	WHITE PINE	11/08/11	\$	17,085.00
12	ALLIED NEVADA GOLD CORP FOR ANG CENTRAL LLC	ALLIED NEVADA GOLD CORP	LANDER	11/08/11	\$	55,675.00
13	ALLIED NEVADA GOLD CORP FOR ALLIED NEVADA GOLD HOLDINGS LLC	ALLIED NEVADA GOLD CORP	LANDER	11/08/11	\$	51,170.00
14	ALLIED NEVADA GOLD CORP FOR ANG NORTHEAST LLC	ALLIED NEVADA GOLD CORP	LANDER	11/08/11	\$	6,800.00
15	ALLIED NEVADA GOLD CORP FOR ANG CORTEZ LLC	ALLIED NEVADA GOLD CORP	LANDER	11/08/11	\$	97,240.00
16	ALLIED NEVADA GOLD CORP FOR HYCROFT RESOURCES & DEV INC	ALLIED NEVADA GOLD CORP	HUMBOLDT	11/08/11	\$	324,090.00
17	ALLIED NEVADA GOLD CORP FOR ALLIED NEVADA GOLD HOLDINGS LLC	ALLIED NEVADA GOLD CORP	HUMBOLDT	11/08/11	\$	12,580.00
18	ALLIED NEVADA GOLD CORP FOR ANG NORTHEAST LLC	ALLIED NEVADA GOLD CORP	ELKO	11/08/11	\$	81,600.00
19	ALLIED NEVADA GOLD CORP FOR ANG PONY LLC	ALLIED NEVADA GOLD CORP	ELKO	11/08/11	\$	110,330.00
20	ALLIED NEVADA GOLD CORP FOR ANG NORTH LLC	ALLIED NEVADA GOLD CORP	ELKO	11/08/11	\$	39,695.00
21	ALLIED NEVADA GOLD CORP FOR ALLIED VISTA NEVADA CORP	ALLIED NEVADA GOLD CORP	ELKO	11/08/11	\$	18,190.00
22	ALLIED NEVADA GOLD CORP FOR ALLIED VISTA NEVADA CORP	ALLIED NEVADA GOLD CORP	ESMERALDA	11/08/11	\$	6,630.00
23	ALLIED NEVADA GOLD CORP FOR ALLIED NEVADA GOLD CORP	ALLIED NEVADA GOLD CORP	ESMERALDA	11/08/11	\$	5,015.00
24	ALLIED NEVADA GOLD CORP FOR ALLIED VISTA NEVADA CORP	ALLIED NEVADA GOLD CORP	WASHOE	11/08/11	\$	10,795.00
25	ALLIED NEVADA GOLD CORP FOR ANG EUREKA LLC	ALLIED NEVADA GOLD CORP	NYE	11/08/11	\$	28,645.00
26	JAY SCOTT	JAY SCOTT	LANDER	11/08/11	\$	170.00
27	JAY SCOTT	JAY SCOTT	LANDER	11/08/11	\$	2,170.00
28	JAY SCOTT	JAY SCOTT	EUREKA	11/08/11	\$	3,990.00
29	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES LLD	NEWMONT MINING CORP	CHURCHILL	11/09/11	\$	780.00
30	INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	26,130.00
31	INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	49,140.00
32	NEWMONT MINING CORPORTATION FOR PITTSTON NEVADA GOLD CO LTD	NEWMONT MINING CORP	ELKO	11/09/11	\$	66,885.00
33	NEWMONT MINING CORPORTATION FOR AUDEX INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	12,285.00
34	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES LLC	NEWMONT MINING CORP	ELKO	11/09/11	\$	24,570.00
35	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	28,080.00
36	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	6,240.00
37	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	17,160.00
38	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES LLC	NEWMONT MINING CORP	ELKO	11/09/11	\$	4,290.00
39	NEWMONT MINING CORPORTATION FOR JOSEPH POLOVINA	NEWMONT MINING CORP	ELKO	11/09/11	\$	1,755.00
40	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	45,240.00
41	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	1,170.00
42	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	7,995.00
43	NEWMONT MINING CORPORTATION FOR ROBERT L & FAYE G FOSTER/JAY C & ROBERTA J WINROD	NEWMONT MINING CORP	LANDER	11/09/11	\$	5,850.00
44	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	LANDER	11/09/11	\$	32,175.00
45	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES	NEWMONT MINING CORP	MINERAL	11/09/11	\$	5,070.00
46	NEWMONT MINING CORPORTATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	NYE	11/09/11	\$	394,065.00
47	NEWMONT MINING CORPORTATION FOR STERLING GOLD MINING CORP	NEWMONT MINING CORP	NYE	11/09/11	\$	40,755.00
48	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES	NEWMONT MINING CORP	NYE	11/09/11	\$	195.00
49	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES	NEWMONT MINING CORP	PERSHING	11/09/11	\$	195.00
50	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES	NEWMONT MINING CORP	PERSHING	11/09/11	\$	3,120.00
51	NEWMONT MINING CORPORTATION FOR NEVADA EAGLE RESOURCES	NEWMONT MINING CORP	PERSHING	11/09/11	\$	97.50
52	NEWMONT MINING CORPORTATION FOR NEWMONT USA LIMITED	NEWMONT MINING CORP	PERSHING	11/09/11	\$	27,495.00
53	NEWMONT MINING CORPORTATION FOR NEWMONT USA LIMITED	NEWMONT MINING CORP	PERSHING	11/09/11	\$	43,290.00
54	NEWMONT MINING CORPORTATION FOR NEWMONT CAPITAL LIMITED	NEWMONT MINING CORP	PERSHING	11/09/11	\$	780.00
55	NEWMONT MINING CORPORTATION FOR NEWMONT CAPITAL LIMITED	NEWMONT MINING CORP	PERSHING	11/09/11	\$	780.00
56	NEWMONT MINING CORPORTATION FOR ALAN S BOYACK ET AL	NEWMONT MINING CORP	ELKO	11/09/11	\$	2,047.50
57	NEWMONT MINING CORPORTATION FOR CLARK R POWELL ET AL	NEWMONT MINING CORP	ELKO	11/09/11	\$	682.50
58	NEWMONT MINING CORPORTATION FOR MERRILL PALMER	NEWMONT MINING CORP	ELKO	11/09/11	\$	682.50
59	NEWMONT MINING CORPORTATION FOR NEWMONT MIDAS OPERATIONS INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	131,527.50
60	NEWMONT MINING CORP FOR FRAZER CREEK EXPLORATION CO INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	2,535.00
61	NEWMONT MINING CORPORTATION FOR NEWMONT CAPITAL LIMITED	NEWMONT MINING CORP	ELKO	11/09/11	\$	31,492.00
62	NEWMONT MINING CORPORTATION FOR NEWMONT USA LIMITED	NEWMONT MINING CORP	ELKO	11/09/11	\$	164,677.50
63	NEWMONT MINING CORPORTATION FOR SOUTH AFRICA PLATINUM LTD	NEWMONT MINING CORP	ELKO	11/09/11	\$	1,365.00
64	NEWMONT MINING CORPORTATION FOR EVOLVING GOLD CORPORATION	NEWMONT MINING CORP	ELKO	11/09/11	\$	7,410.00
65	NEWMONT MINING CORPORTATION FOR NEWMONT CAPITAL LIMITED	NEWMONT MINING CORP	ELKO	11/09/11	\$	31,492.00
66	INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	2,535.00
67	NEWMONT MINING CORPORTATION FOR CLARK R POWELL ET AL	NEWMONT MINING CORP	ELKO	11/09/11	\$	682.50
68	NEWMONT MINING CORPORTATION FOR ALAN S BOYACK ET AL	NEWMONT MINING CORP	ELKO	11/09/11	\$	2,047.50

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Refund of Mining Fees Paid Pursuant to NRS 517.187  
As of December 6, 2011

#	Name	Make Check Payable To	County Where Fees Paid	Date Received		Amount Paid
				Claim		
69	NEWMONT MINING CORPORATION FOR SOUTH AFRICA PLATINUM LTD	NEWMONT MINING CORP	ELKO	11/09/11	\$	1,462.50
70	NEWMONT MINING CORPORATION FOR NEWMONT MIDAS OPERATIONS INC	NEWMONT MINING CORP	ELKO	11/09/11	\$	131,527.50
71	NEWMONT MINING CORPORATION FOR MERRILL PALMER	NEWMONT MINING CORP	ELKO	11/09/11	\$	682.50
72	NEWMONT MINING CORPORATION FOR NEWMONT USA LIMITED	NEWMONT MINING CORP	ELKO	11/09/11	\$	164,580.00
73	NEWMONT MINING CORPORATION FOR VEK ASSOCIATES	NEWMONT MINING CORP	EUREKA	11/09/11	\$	4,680.00
74	NEWMONT MINING CORPORATION FOR NEWMONT CAPITOL LIMITED	NEWMONT MINING CORP	EUREKA	11/09/11	\$	24,570.00
75	NEWMONT MINING CORP FOR HIGH DESERT MINERAL RESOURCES INC	NEWMONT MINING CORP	EUREKA	11/09/11	\$	13,747.50
76	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	EUREKA	11/09/11	\$	288,307.50
77	NEWMONT MINING CORPORATION FOR DRURY J THIERCOF ET AL	NEWMONT MINING CORP	EUREKA	11/09/11	\$	390.00
78	NEWMONT MINING CORPORATION FOR AU PROPERTIES LLC	NEWMONT MINING CORP	EUREKA	11/09/11	\$	585.00
79	NEWMONT MINING CORPORATION FOR AU PROPERTIES LLC	NEWMONT MINING CORP	EUREKA	11/09/11	\$	585.00
80	NEWMONT MINING CORPORATION FOR DRURY J THIERCOF ET AL	NEWMONT MINING CORP	EUREKA	11/09/11	\$	390.00
81	NEWMONT MINING CORPORATION FOR VEK ASSOCIATES	NEWMONT MINING CORP	EUREKA	11/09/11	\$	3,510.00
82	NEWMONT MINING CORP FOR HIGH DESERT MINERAL RESOURCES INC	NEWMONT MINING CORP	EUREKA	11/09/11	\$	13,747.50
83	NEWMONT MINING CORPORATION FOR VEK/ANDRUS ASSOCIATES	NEWMONT MINING CORP	EUREKA	11/09/11	\$	3,510.00
84	NEWMONT MINING CORPORATION FOR NEWMONT CAPITOL LTD	NEWMONT MINING CORP	EUREKA	11/09/11	\$	24,570.00
85	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	EUREKA	11/09/11	\$	288,307.50
86	NEWMONT MINING CORPORATION FOR VEK	NEWMONT MINING CORP	EUREKA	11/09/11	\$	4,680.00
87	NEWMONT MINING CORP FOR BATTLE MOUNTAIN LANDER/HUMBOLDT POO	NEWMONT MINING CORP	LANDER	11/09/11	\$	79,365.00
88	NEWMONT MINING CORPORATION FOR NEWMONT CAPITAL LTD	NEWMONT MINING CORP	LANDER	11/09/11	\$	195.00
89	NEWMONT MINING CORP FOR NEVADA NORTH RESOURCES (USA) INC	NEWMONT MINING CORP	LANDER	11/09/11	\$	2,827.50
90	NEWMONT MINING CORPORATION FOR NEWMONT MCCOY COVE LTD	NEWMONT MINING CORP	LANDER	11/09/11	\$	68,932.50
91	NEWMONT MINING CORPORATION FOR HOSPAH COAL CO	NEWMONT MINING CORP	LANDER	11/09/11	\$	23,887.50
92	NEWMONT MINING CORP FOR NEVADA EAGLE RESOURCES LLC ET AL	NEWMONT MINING CORP	LANDER	11/09/11	\$	2,925.00
93	NEWMONT MINING CORPORATION FOR FAIRMILE GOLD MINING INC	NEWMONT MINING CORP	LANDER	11/09/11	\$	12,480.00
94	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	LANDER	11/09/11	\$	134,160.00
95	NEWMONT MINING CORPORATION FOR BATTLE MOUNTAIN GOLD CO	NEWMONT MINING CORP	LANDER	11/09/11	\$	79,365.00
96	NEWMONT MINING CORP FOR NEVADA NORTH RESOURCES (USA) INC	NEWMONT MINING CORP	LANDER	11/09/11	\$	2,827.50
97	NEWMONT MINING CORPORATION FOR NEWMONT CAPITAL LTD	NEWMONT MINING CORP	LANDER	11/09/11	\$	195.00
98	NEWMONT MINING CORPORATION FOR NEWMONT MCCOY COVE LTD	NEWMONT MINING CORP	LANDER	11/09/11	\$	68,932.50
99	NEWMONT MINING CORPORATION FOR HOSPAH COAL COMPANY	NEWMONT MINING CORP	LANDER	11/09/11	\$	23,887.50
100	NEWMONT MINING CORP FOR NEVADA EAGLE RESOURCES LLC ET AL	NEWMONT MINING CORP	LANDER	11/09/11	\$	2,925.00
101	NEWMONT MINING CORPORATION FOR FAIRMILE GOLD MINING INC	NEWMONT MINING CORP	LANDER	11/09/11	\$	12,480.00
102	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	LANDER	11/09/11	\$	132,307.50
103	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	246,187.50
104	NEWMONT MINING CORP FOR SWEENEY MINING ROCK AND SAND LLC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	1,852.50
105	NEWMONT MINING CORP FOR NEVADA NORTH RESOURCES (USA) INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	19,792.50
106	NEWMONT MINING CORPORATION FOR FRANCO NEVADA US CORP	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	11,505.00
107	NEWMONT MINING CORPORATION FOR NEWMONT CAPITAL LTD	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	682.50
108	NEWMONT MINING CORPORATION FOR BATTLE MOUNTAIN GOLD CO	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	1,267.50
109	NEWMONT MINING CORPORATION FOR LARIE K & YEN D RICHARDSON	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	12,870.00
110	NEWMONT MINING CORPORATION FOR FRANK & JULIE SULLIVAN ET AL	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	1,072.50
111	NEWMONT MINING CORPORATION FOR FAIRMILE GOLD MINING INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	9,847.50
112	NEWMONT MINING CORP FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	68,542.50
113	NEWMONT MINING CORP FOR NEWMONT CAPITOL LTD, VEK/ANDRUS ASSOC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	3,705.00
114	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	246,187.50
115	NEWMONT MINING CORP FOR SWEENEY MINING ROCK AND SAND LLC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	1,852.50
116	NEWMONT MINING CORP FOR NEVADA NORTH RESOURCES (USA) INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	19,792.50
117	NEWMONT MINING CORP FOR NEVADA NORTH RESOURCES (USA) INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	1,072.50
118	NEWMONT MINING CORPORATION FOR LARIE K & YEN D RICHARDSON	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	12,870.00
119	NEWMONT MINING CORPORATION FOR BATTLE MOUNTAIN GOLD COMPANY	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	1,267.50
120	NEWMONT MINING CORPORATION FOR NEWMONT CAPITAL LTD	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	682.50
121	NEWMONT MINING CORPORATION FOR FRANCO NEVADA US CORP	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	11,505.00
122	NEWMONT MINING CORPORATION FOR FAIRMILE GOLD MINING INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	9,847.50
123	NEWMONT MINING CORPORATION FOR FRONTEER DEVELOPMENT USA INC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	68,542.50
124	NEWMONT MINING CORPORATION FOR VEK/ANDRUS ASSOC	NEWMONT MINING CORP	HUMBOLDT	11/09/11	\$	3,705.00
125	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	LINCOLN	11/09/11	\$	877.50
126	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	LINCOLN	11/09/11	\$	2,437.50
127	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	NYE	11/09/11	\$	38,317.50
128	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	NYE	11/09/11	\$	3,412.50
129	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	NYE	11/09/11	\$	38,317.50
130	NEWMONT MINING CORPORATION FOR NEWMONT USA LTD	NEWMONT MINING CORP	NYE	11/09/11	\$	3,412.50
131	CLARENCE J WENDT FOR ENERGEX LLC	CLARENCE J WENDT	LANDER	11/08/11	\$	3,500.00
132	CLARENCE J WENDT FOR MAX RESOURCES INC	CLARENCE J WENDT	NYE	11/08/11	\$	3,710.00
133	CLARENCE J WENDT FOR ENERGEX LLC	CLARENCE J WENDT	HUMBOLDT	11/08/11	\$	1,610.00
134	CLARENCE J WENDT FOR MAX RESOURCES INC	CLARENCE J WENDT	HUMBOLDT	11/08/11	\$	2,450.00
135	CLARENCE J WENDT	CLARENCE J WENDT	EUREKA	11/08/11	\$	2,660.00
136	CLARENCE J WENDT FOR MAX RESOURCES INC	CLARENCE J WENDT	EUREKA	11/08/11	\$	700.00
137	TECK AMERICAN INC	TECK AMERICAN INCORPORATED	PERSHING	11/09/11	\$	4,200.00

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Refund of Mining Fees Paid Pursuant to NRS 517.187  
As of December 6, 2011

#	Name	Make Check Payable To	County Where Fees Paid	Date Received	Claim	Amount Paid	
138	TECK AMERICAN INC	TECK AMERICAN INCORPORATED	EUREKA	11/09/11	\$	5,250.00	
139	TECK AMERICAN INC	TECK AMERICAN INCORPORATED	ELKO	11/09/11	\$	5,740.00	
140	RIO FORTUNA EXPLORATION (US) INC	RIO FORTUNA EXPLORATION (US) INC	NYE	07/20/11	\$	7,140.00	
141	ROYAL GOLD INC.	ROYAL GOLD INC	EUREKA	11/09/11	\$	2,240.00	
142	US GOLD CORPORATION FOR WHITE KNIGHT GOLD (US) INC	WHITE KNIGHT GOLD (US) INC	CHURCHILL	11/10/11	\$	9,095.00	
143	US GOLD CORPORATION FOR WHITE KNIGHT GOLD (US) INC	WHITE KNIGHT GOLD (US) INC	ELKO	11/10/11	\$	12,835.00	
144	US GOLD CORPORATION FOR WHITE KNIGHT GOLD (US) INC	WHITE KNIGHT GOLD (US) INC	EUREKA	11/10/11	\$	51,680.00	
145	US GOLD CORPORATION FOR NEVADA PACIFIC GOLD (US) INC	NEVADA PACIFIC GOLD (US) INC	ELKO	11/10/11	\$	6,120.00	
146	US GOLD CORPORATION FOR NEVADA PACIFIC GOLD (US) INC	NEVADA PACIFIC GOLD (US) INC	EUREKA	11/10/11	\$	35,785.00	
147	US GOLD CORPORATION FOR NEVADA PACIFIC GOLD (US) INC	NEVADA PACIFIC GOLD (US) INC	LANDER	11/10/11	\$	18,615.00	
148	US GOLD CORPORATION FOR NEVADA PACIFIC GOLD (US) INC	NEVADA PACIFIC GOLD (US) INC	NYE	11/10/11	\$	2,805.00	
149	US GOLD CORPORATION FOR TONE RESOURCES (US) INC	TONE RESOURCES (US) INC	ELKO	11/10/11	\$	5,695.00	
150	US GOLD CORPORATION FOR TONE RESOURCES (US) INC	TONE RESOURCES (US) INC	EUREKA	11/10/11	\$	19,890.00	
151	US GOLD CORPORATION FOR TONE RESOURCES (US) INC	TONE RESOURCES (US) INC	LANDER	11/10/11	\$	8,415.00	
152	US GOLD CORPORATION FOR TONE RESOURCES (US) INC	TONE RESOURCES (US) INC	PERSHING	11/10/11	\$	850.00	
153	US GOLD CORPORATION FOR GOLDEN PICK LLC	GOLDEN PICK LLC	EUREKA	11/10/11	\$	74,970.00	
154	US GOLD CORPORATION FOR TONKIN SPRINGS LLC	TONKIN SPRINGS LLC	EUREKA	11/10/11	\$	93,160.00	
155	US GOLD CORPORATION FOR DONALD K JENNINGS	US GOLD CORPORATION	EUREKA	11/10/11	\$	9,690.00	
156	US GOLD CORPORATION FOR GOLD STANDARD ROYALTY (NV) INC	US GOLD CORPORATION	EUREKA	11/10/11	\$	31,620.00	
157	US GOLD CORPORATION FOR GOLD STANDARD ROYALTY (NV) INC	US GOLD CORPORATION	EUREKA	11/10/11	\$	9,010.00	
158	US GOLD CORPORATION FOR SCOONOVER EXPLORATION LEASE	US GOLD CORPORATION	EUREKA	11/10/11	\$	9,350.00	
159	US GOLD CORPORATION FOR WKGUS LLC	WKGUS LLC	EUREKA	11/10/11	\$	83,215.00	
160	US GOLD CORPORATION FOR WKGUS LLC	WKGUS LLC	LANDER	11/10/11	\$	5,780.00	
161	US GOLD CORPORATION FOR NPGUS LLC	NPGUS LLC	HUMBOLDT	11/10/11	\$	38,760.00	
162	US GOLD CORPORATION FOR NPGUS LLC	NPGUS LLC	LANDER	11/10/11	\$	10,285.00	
163	US GOLD CORPORATION FOR NPGUS LLC	NPGUS LLC	WHITE PINE	11/10/11	\$	26,435.00	
164	US GOLD CORPORATION FOR TICUP LLC	TICUP LLC	WHITE PINE	11/10/11	\$	91,885.00	
165	JEREMY C WIRE	JEREMY C. WIRE	NYE	11/14/11	\$	1,610.00	
166	JEREMY C WIRE	JEREMY C. WIRE	MINERAL	11/14/11	\$	2,800.00	
167	EARL W ABBOTT FOR RUBICON RESOURCES INC	EARL W. ABBOTT	EUREKA	11/16/11	\$	7,770.00	
168	LOUISA LAZOVICH	LOUISA LAZOVICH	ELKO	11/16/11	\$	1,120.00	
169	CURT EVERSON FOR JR EXPLORATION LLC	CURT EVERSON	PERSHING	11/16/11	\$	1,330.00	
170	RODINIA LITHIUM INC	RODINIA LITHIUM INC	ESMERALDA	09/08/11	\$	86,020.00	
171	HUNSAKER INC FOR BLACK HAWK EXPLORATION	HUNSAKER INC	PERSHING	11/16/11	\$	2,100.00	
172	HUNSAKER INC FOR JR EXPLORATION LLC	HUNSAKER INC	EUREKA	11/16/11	\$	2,170.00	
173	HUNSAKER INC FOR SCOONOVER EXPLORATION LLC	HUNSAKER INC	EUREKA	11/16/11	\$	7,055.00	
174	HUNSAKER INC FOR SCOONOVER EXPLORATION LLC	HUNSAKER INC	PERSHING	11/16/11	\$	5,185.00	
175	LESTER THRASHER	LESTER THRASHER	LINCOLN	11/28/11	\$	2,450.00	
Total Refunds						<u>\$5,767,114.00</u>	✓

**NRS 517.180 Location of blind or unknown lode or vein in tunnel.** All blind lodes, or veins or lodes not previously known to exist, discovered in a tunnel run for the development of a vein or lode, or for the discovery of mines, and within 3,000 feet from the face of such tunnel, shall be located upon the surface and held in like manner to other lode claims under the provisions of this chapter.

[22:89:1897; C § 229; RL § 2443; NCL § 4141]

### General Provisions

#### **NRS 517.185 Fee for each document filed; disposition.**

1. In addition to any recording fee, each filing pursuant to NRS 517.050, 517.080, 517.110, 517.140, 517.170, 517.200 and 517.230 must be submitted with a filing fee in an amount established pursuant to subsection 2. The county recorder shall collect the filing fee and, on or before the fifth working day of each month, deposit with the county treasurer all such fees collected during the preceding month. The county treasurer shall quarterly pay the money collected to the Division. The Division shall deposit with the State Treasurer, for credit to the Account for the Division of Minerals created pursuant to NRS 513.103, all money received pursuant to this section.

2. The Commission on Mineral Resources shall, by regulation, establish the filing fee required pursuant to subsection 1 in an amount not to exceed \$6 per claim.

(Added to NRS by 1985, 1494; A 1989, 1595; 1991, 1780; 1993, 298, 1686; 1995, 579; 1999, 891, 3629; 2001, 66)

#### **NRS 517.187 Additional fee for filing made pursuant to NRS 517.230. [Effective through June 30, 2011.]**

1. An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:

(a) The fee is paid in full at the time of the filing;

(b) One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or

(c) The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.

2. If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:

(a) Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.

(b) Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.

(c) Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.

3. The county recorder shall:

(a) Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:

(1) Less than 11;

(2) Not less than 11 and not more than 199;

(3) Not less than 200 and not more than 1,299; or

(4) Not less than 1,300; and

(b) Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.

4. Any person who:

(a) Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.

(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.

5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.

6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.

(Added to NRS by 2010, 26th Special Session, 91)

**NRS 517.190 Notice of location: Filing; evidentiary effect.** A locator of a mining claim or a claim for a mill site or tunnel right may file with the county recorder a notice of location which is prima facie evidence in all courts of justice of the first location of that claim.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]—(NRS A 1985, 1501)

#### **NRS 517.195 Separate notices and certificates of location; effect of combining locations in notice or certificate.**

1. A locator shall:

(a) Post a separate notice of location; and

(b) Record a separate certificate of location,

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**NRS 517.230 Affidavit of work performed or improvements made; affidavit of owner or claimant; evidentiary effect of affidavits.**

1. On or before November 1 of the year for which labor is performed or improvements are made as required by law for a mining claim annually, the person in whose behalf the labor was performed or improvements made, or someone in the person's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The amount of money expended, or value of labor or improvements made, or both.
- (b) The character of expenditures or labor or improvements.
- (c) A description of the claim or part of the claim affected by the expenditures or labor or improvements.
- (d) The year for which the expenditures or labor or improvements were made and the dates on which they were made.
- (e) The name of the owner or claimant of the claim at whose expense the improvements or labor was made or performed.
- (f) The names of the persons, corporations, contractors or subcontractors who performed the work or made the improvements.

2. An affidavit made and recorded pursuant to subsection 1 or a copy thereof, certified by the county recorder, is prima facie evidence of the performance of the labor or the making of the improvements, or both.

3. On or before November 1 of each year that the performance of labor or the making of improvements is not required by law for a mining claim, the owner or claimant of the mining claim who intends to hold the claim, or someone in the owner or claimant's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The name and address of the owner or claimant of the mining claim.
- (b) The name of the mining claim, and the serial number, if any, assigned to the claim by the United States Bureau of Land Management.
- (c) The date that the affidavit was made.
- (d) A statement that the owner or claimant of the mining claim intends to hold the claim.

4. An affidavit made and recorded pursuant to subsection 3 or a copy thereof, certified by the county recorder, is prima facie evidence that the owner or claimant of the mining claim intended to hold the claim from 12 p.m. on September 1 of the year before the affidavit was made and recorded, until 11:59 a.m. on September 1 of the year that the affidavit was made and recorded.

[10:89:1897; C § 217; RL § 2431; NCL § 4129]—(NRS A 1960, 319; 1961, 422; 1969, 1003; 1971, 2202; 1985, 1502; 1993, 299)

**NRS 517.280 Certificates of location need not be sworn to; no required form.** Certificates of location need not be sworn to, and are not required to be in any specified form nor to state facts in any specific order, but must truly state the required facts.

[24:89:1897; added 1899, 93; C § 231; RL § 2445; NCL § 4143]—(NRS A 1961, 422)

**NRS 517.290 Applicability of NRS 517.010 to 517.280, inclusive.** The provisions of NRS 517.010 to 517.280, inclusive, shall be construed as equally applicable to all classes of locations, except where the requirement as to any one class is manifestly inapplicable to any other class or classes.

[23:89:1897; C § 230; RL § 2444; NCL § 4142]

**NRS 517.300 Unlawful acts; penalties.**

1. A person who willfully antedates or puts any false date or date other than the one on which the location is made upon any notice of location of any mining claim in this state is guilty of a category D felony and shall be punished as provided in NRS 193.130.

2. A person who willfully and knowingly makes a false material statement on the certificate of location or on any map required by this chapter is guilty of a category D felony and shall be punished as provided in NRS 193.130.

[1911 C&P § 410; RL § 6675; NCL § 10362]—(NRS A 1971, 2203; 1979, 1484; 1985, 1502; 1995, 1303)

**EFFECT OF PREVIOUSLY RECORDED DOCUMENTS; CONVEYANCES**

**NRS 517.350 Written instruments recorded in office of county recorder before February 20, 1873, deemed to impart notice to subsequent purchasers and encumbrancers.** All instruments of writing relating to mining claims copied into books of mining records or other records in the office of the county recorders of the several counties prior to February 20, 1873, shall, after February 20, 1873, be deemed to impart to subsequent purchasers and encumbrancers and all other persons whomsoever notice of the contents thereof. Nothing contained in this subsection shall be construed to affect any rights acquired or vested prior to February 20, 1873.

[1:20:1873; B § 320; BH § 2664; C § 2736; RL § 1635; NCL § 2136] + [2:20:1873; B § 321; BH § 2665; C § 2737; RL § 1636; NCL § 2137]—(NRS A 1971, 810)

**NRS 517.360 Records of mining claims, mill sites or tunnel rights made by mining district recorder or county recorder before March 16, 1897, declared valid; evidentiary effect of record.**

1. All records of lode or placer mining claims, mill sites or tunnel rights made by any mining district recorder or any county recorder prior to March 16, 1897, are hereby declared to be valid and to have the same force and effect as records made in pursuance of the provisions of NRS 517.010 to 517.280, inclusive.

2. Any such record, or a copy thereof duly verified by a mining district recorder or duly certified by a county recorder, shall be prima facie evidence of the facts therein stated.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]

**NRS 517.370 Conveyances of mining claims: Formalities; construction and proof of conveyances before December 12, 1862.**

12

Assembly Bill No. 6--Committee of the Whole

CHAPTER.....

AN ACT relating to governmental financial administration; revising certain appropriations from the State General Fund for the support of the civil government of the State of Nevada; authorizing expenditures by certain agencies and entities of the State Government; providing for the transfer of certain appropriated money to the next fiscal year; requiring the Clean Water Coalition to transfer certain money to the State Controller for deposit in the State General Fund; increasing fees imposed for certain filings or registrations made with the Office of the Secretary of State; revising provisions relating to foreclosure of real property; revising provisions relating to the use of money in the Account for Common-Interest Communities and Condominium Hotels; increasing certain administrative assessments imposed against persons who commit certain crimes; authorizing the Department of Corrections to adopt regulations to allow the Department to deduct money credited to the Offenders' Store Fund for certain purposes and to impose a charge on purchases of electronic devices; providing for the temporary transfer of certain lobbyist registration fees; increasing certain fees charged by the State Registrar; authorizing the Department of Wildlife to use fees collected for processing applications for tags for certain additional purposes; imposing an additional fee for filing certain affidavits relating to mining claims; reducing the basic support guarantees of school districts for purposes of apportionments from the State Distributive School Account; requiring the Department of Taxation to allow for the payment of delinquent taxes, fees or assessments without a penalty for a limited period in certain circumstances; requiring the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns; providing for the use of money from an award from the Temporary Assistance for Needy Families Emergency Contingency funds; making appropriations; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

The Legislature appropriated various sums of money for the support of the government of the State of Nevada during the 2009 Legislative Session. **Sections 1-7** of this bill reduce certain appropriations for Fiscal Years 2009-2010 and 2010-2011. **Sections 8 and 9** of this bill authorize expenditures of money by certain



officers, departments, boards, agencies, commissions and institutions that were not appropriated in part because of additional or increased fees they are authorized to collect. The additional expenditures reflect an offset for some of the reductions to appropriations. For example, **section 7** reduces the appropriation previously made to the Nevada Gaming Commission and the State Gaming Control Board. **Section 8** then increases the expenditures of the State Gaming Control Board to reflect an amount that the Board is expected to collect from increasing the hourly rate charged for investigations of applicants for licenses, findings of suitability or approval under the provisions of the Nevada Gaming Control Act who have not previously received a license, finding of suitability or other required approval under the Act. The authorized expenditures must be made in accordance with the provisions of the State Budget Act. (NRS 353.150-353.245)

**Sections 11, 12 and 13** of this bill transfer money appropriated from the State General Fund to the Nevada System of Higher Education and the Department of Corrections from Fiscal Year 2009-2010 to Fiscal Year 2010-2011.

**Sections 14 and 15** of this bill transfer certain sums allocated for projects of the State Public Works Board to other projects.

**Section 16** of this bill requires the Executive, Legislative and Judicial Departments of State Government to identify any additional reductions that may be made from renegotiating certain contracts.

**Section 17** of this bill specifically authorizes the Executive Department to identify additional reductions in amounts appropriated for contract services and building leases and transfer those amounts to Category 93, Reserve for Reversion.

**Section 18** of this bill requires the Clean Water Coalition, an entity created pursuant to interlocal agreement by the Clark County Water Reclamation District and the Cities of Henderson, Las Vegas and North Las Vegas, to make a transfer payment to the State Controller for deposit in the State General Fund for unrestricted State General Fund use.

Existing law provides that the Nevada Supreme Court may adopt rules providing for voluntary mediation with respect to a homeowner who is not in default but is at risk of default. (NRS 2.125) **Section 19** of this bill provides that the Nevada Supreme Court may adopt rules providing for voluntary mediation with respect to a small business whose commercial property is in default.

**Sections 20-30, 39 and 48-52** of this bill increase the amount of certain fees collected by the Secretary of State for filings, registrations, certificates, notices or other documents required to be provided to the Office of the Secretary of State. (NRS 78.780, 80.050, 86.561, 87.470, 87A.315, 87A.645, 88.415, 88.607, 88A.900, 90.360, 104.9525, 240.1657, 600.340, 600.355, 600.360, 600.370, 600.395)

Existing law provides for the payment of a fee for deposit in the Account for Foreclosure Mediation at the time of recording a notice of default and election to sell real property. **Section 31** of this bill provides for an additional fee for deposit in the State General Fund at the time of recording a notice of default and election to sell real property. (NRS 107.080)

**Section 32** of this bill authorizes the additional use of the money in the Account for Common-Interest Communities and Condominium Hotels to defray the costs and expenses of administering the Real Estate Division of the Department of Business and Industry, as authorized by the Legislature or Interim Finance Committee. (NRS 116.630)

Existing law requires the Secretary of State to charge and collect a fee for the filing of a certificate of domestic partnership, which must not exceed the amount estimated to cover the cost incurred by the Secretary of State for the issuance of the certificate and any other associated administrative costs. Existing law further



requires the Secretary of State to account for the fees received for associated administrative costs separately and use those fees solely to pay for expenses related to the registration of domestic partnerships. **Section 33** of this bill requires the Secretary of State to reconcile the fees received for associated administrative costs and the expenses of administering the registration of domestic partnerships and deposit any excess fees received for credit to the State General Fund at the end of each fiscal year. (NRS 122A.100)

Existing law provides that a justice or judge may impose an administrative assessment as part of the sentence for violation of a misdemeanor by a person who pleads or is found guilty or guilty but mentally ill. **Section 34** of this bill increases the amount of the administrative assessment and provides for a portion of such assessments to be credited to the State General Fund. (NRS 176.059)

Existing law requires that money received for the benefit of offenders through contributions that is not required to be deposited elsewhere be placed in the Offenders' Store Fund and expended for the welfare and benefit of all offenders sentenced to imprisonment in the state prison. (NRS 209.221) **Section 35** of this bill authorizes the Director of the Department of Corrections to deduct money from the Offenders' Store Fund to repay or defray the costs relating to the operation and maintenance of the offenders' store, coffee shop, gymnasium and visitation posts. The amount of the deduction must be established by regulation with the approval of the Board of State Prison Commissioners. **Section 35** further authorizes the Director, with approval of the Board, to adopt regulations imposing a charge on electronic devices purchased by an offender to defray the cost of operating such devices. Further, **sections 35 and 37** of this bill require the regulations to be adopted in accordance with the provisions of the Nevada Administrative Procedure Act. (Chapter 233B of NRS)

**Section 36** of this bill temporarily requires the Legislative Commission to transfer the first \$100,000 collected from fees for registration of lobbyists to the State General Fund. (NRS 218H.500)

Existing law authorizes the Secretary of State to provide courses of study for the mandatory training of notaries public, to charge reasonable fees for the courses of study and, if fees are collected, requires the Secretary of State to deposit those fees in the Notary Public Training Fund. **Section 38** of this bill instead requires the Secretary of State to deposit 25 percent of any such fees collected in the Notary Public Training Fund and 75 percent in the State General Fund. (NRS 240.018)

Existing law authorizes certain state entities to seek a temporary advance from the State General Fund for authorized expenses if the collection of expected revenue is delayed. (NRS 353.347-353.359) **Sections 41 and 42** of this bill authorize certain state entities whose legislative appropriations have been reduced and whose claims must be paid from the collection of certain fees, assessments or other receipts to seek a temporary advance from the State General Fund for authorized expenses if the collection of expected revenue is delayed.

Existing law requires the State Registrar of Vital Statistics to charge certain fees for providing certain vital records and for carrying out certain duties. **Sections 43 and 44** of this bill remove the specific amount of the fee the State Registrar is required to charge and instead requires the State Registrar to establish the amount of the fees by regulation. (NRS 440.175, 440.700) **Section 67** of this bill provides that the existing fees will continue to be imposed until the State Registrar adopts the new fees by regulation.

**Section 45** of this bill increases the license fee paid by a promoter of unarmed combat. (NRS 467.107)



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Existing law provides that the Department of Wildlife may use the fees collected for processing applications for tags only for certain specified purposes. (NRS 502.255) **Section 46** of this bill authorizes the Department to use such fees for certain additional purposes, including the costs associated with the Department's automated program for licensing and registration and titling of vessels and the issuance of licenses, permits and tags.

Existing law requires the annual filing of either an affidavit of the work performed on or improvements made to a mining claim or an affidavit of the intent to hold a mining claim. (NRS 517.230) **Section 47** of this bill imposes an additional fee on the filing of such an affidavit if the entity holding the mining claim holds 11 or more mining claims in this State.

**Sections 59-63** of this bill make appropriations to the Department of Health and Human Services, the Secretary of State, the State Gaming Control Board and the Legislative Fund.

The 2009 Session of the Legislature appropriated money from the State General Fund to the State Distributive School Account for the basic support guarantees of school districts and otherwise for the support of the system of public education for the 2009-2011 biennium. (Chapter 389, Statutes of Nevada 2009, at p. 2126) **Sections 53-57** of this bill reduce the basic support guarantees of all the 17 county school districts and otherwise make adjustments to address the budget shortfall.

**Section 58** of this bill temporarily revises provisions governing local funds available for the support of certain school districts.

**Section 64** of this bill requires the Department of Taxation to allow a person who on July 1, 2010, is delinquent in the payment of a tax, fee or assessment to pay the amount due without any penalty or interest in certain circumstances. This amnesty program will apply only to a person who files a request for relief and pays the amount due between July 1, 2010, and October 1, 2010.

**Section 65** of this bill requires the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns to determine compliance and requires the Commissioner of the Division to submit a plan to carry out the program to the Fiscal Analysis Division of the Legislative Counsel Bureau by June 1, 2010.

Existing law requires the Department of Health and Human Services to administer the Temporary Assistance for Needy Families program, which is established pursuant to Title IV of the Social Security Act, 42 U.S.C. 601 et seq. (NRS 422.270) Existing law also requires that any federal money allotted to the State for this program be deposited in the appropriate account of the Division of Welfare and Supportive Services of the Department and administered by that Division. (NRS 422.245) **Section 66** of this bill provides that, if the Department receives an award from the Temporary Assistance for Needy Families Emergency Contingency Fund, the money must be used: (1) to replace State general funds that have been appropriated for certain purposes, including family resource centers and Family to Family Connection programs; (2) for the support of autistic children at certain facilities; and (3) for transfer to the appropriate social services departments of Clark and Washoe Counties. **Section 66** further provides that the savings from the use of money received from the Temporary Assistance for Needy Families Emergency Contingency Fund must be reverted to the State General Fund.

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3. *The issuance of ~~++~~ licenses, permits and tags.*

**Sec. 47.** Chapter 517 of NRS is hereby amended by adding thereto a new section to read as follows:

1. *An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:*

(a) *The fee is paid in full at the time of the filing;*

(b) *One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or*

(c) *The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.*

2. *If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:*

(a) *Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.*

(b) *Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.*

(c) *Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.*

3. *The county recorder shall:*

(a) *Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:*

(1) *Less than 11;*

(2) *Not less than 11 and not more than 199;*

(3) *Not less than 200 and not more than 1,299; or*

(4) *Not less than 1,300; and*

(b) *Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.*

4. *Any person who:*

(a) *Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent*



- 55 -

*of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.*

*(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.*

*5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.*

*6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.*

**Secs. 48-52.** [These sections were deleted.]

**Sec. 53.** Section 1 of chapter 389, Statutes of Nevada 2009, at page 2126, is hereby amended to read as follows:

Section 1. The basic support guarantee for school districts for operating purposes for the 2009-2010 Fiscal Year is an estimated weighted average of ~~[\$5,254]~~ \$5,186 per pupil. For each respective school district, the basic support guarantee per pupil for the 2009-2010 Fiscal Year is:

Carson City	<del>[\$6,228]</del>	\$6,155
Churchill	<del>[\$6,204]</del>	\$6,122
Clark	<del>[\$5,025]</del>	\$4,962
Douglas	<del>[\$5,333]</del>	\$5,268
Elko	<del>[\$6,815]</del>	\$6,730
Esmeralda	<del>[\$17,039]</del>	\$16,835
Eureka		\$100
Humboldt	<del>[\$6,402]</del>	\$6,322
Lander	<del>[\$6,264]</del>	\$6,184
Lincoln	<del>[\$9,866]</del>	\$9,743
Lyon	<del>[\$6,673]</del>	\$6,594
Mineral	<del>[\$8,656]</del>	\$8,541
Nye	<del>[\$6,582]</del>	\$6,504
Pershing	<del>[\$8,368]</del>	\$8,263
Storey	<del>[\$6,567]</del>	\$6,486
Washoe	<del>[\$5,350]</del>	\$5,284
White Pine	<del>[\$7,444]</del>	\$7,025



## Cathy Gregg

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**From:** Carolyn Misumi  
**Sent:** Monday, December 05, 2011 1:01 PM  
**To:** Cathy Gregg  
**Cc:** Bill Chisel; Brody Leiser; Janet E. Murphy; Haartz, Alex  
**Subject:** Board of Examiners Action Item - Approval of Mining Fee Refunds (3rd Request)  
**Attachments:** BOE Request for Mining Fee Refunds #3.pdf; Attachment A SB493\_EN.pdf; Attachment B BOE Mining Fee Refunds #3.pdf; Attachment C TITLE 46 Chapter 517 Mining Claims.pdf; Attachment D AB6\_EN (2010).pdf

Hi Ms. Gregg:

Attached is the Department of Taxation submittal for Board of Examiners (BOE) Action Item for the approval of mining fee refunds for the January 2012 BOE. Let me know if you have questions or require additional information. Thank you.

Carolyn Misumi  
Administrative Services Officer  
Department of Taxation  
(775) 684-2071  
Fax: (775) 684-2020

### CONFIDENTIALITY STATEMENT:

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**DEPARTMENT OF ADMINISTRATION**

209 E. Musser Street, Room 200  
Carson City, Nevada 89701-4298  
(775) 684-0222  
Fax (775) 684-0260  
<http://www.budget.state.nv.us/>

Date: December 29, 2011  
To: Jeff Mohlenkamp, Clerk  
Board of Examiners  
From: Julia Teska, Budget Analyst  
Budget and Planning Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

**ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY**

Pursuant to Assembly Bill 240, Section 1, Subsection 2 of the 2011 Legislature, the Office of the Military seeks a favorable Board of Examiner's decision regarding the Office of the Military's determination to use a temporary services contract to employ a former Administrative Assistant to provide coverage during the recruitment and training period of a new employee due to a vacancy during the closing of the state and federal fiscal years. The term of the contract services is August 8, 2011 through February 14, 2012.

**Additional Information:**

The last incumbent quit on August 1, 2011, with almost no notice at the end of the Federal Fiscal Year 2011, a time with strict deadlines requiring a knowledgeable individual familiar with coding and processing transactions compliant with the Master Cooperative Agreement. The terms of the contract were to close out the fiscal year (2011), prepare for the next fiscal year (2012) and then train the person hired to fill the vacant position.

<p>REVIEWED: _____ ACTION ITEM: _____</p>
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## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Roxanne Wilson</u>
<b>Former Employee ID number:</b>	<u>13707</u>
<b>Former Job Title:</b>	<u>Administrative Assistant III</u>
<b>Former Employing Agency:</b>	<u>Office of the Military</u>
<b>Former Class and Grade:</b>	<u>Grade 27</u>
<b>Employment Dates:</b>	<u>3/12/90 – 6/1/10</u>
<b>Contracting Agency:</b>	<u>Office of the Military 431-3650</u>

Please check which of the following applies:

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

a. Summarize scope of contract work.	Maintain accounting for a Federal/State Master Cooperative Agreement
b. Document former job description.	Administrative Assistant III
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 last incumbent quit with almost no notice at the end of the Federal Fiscal Year 2011, a time that requires a knowledgeable individual to meet strict deadlines. The terms of the contract were to close out the fiscal year (2011), prepare for the next fiscal year (2012) and then train the person hired to fill the vacant position.
d. Explain why existing State employees within your agency cannot perform this function.	The position is 100% federally reimbursed State position. The accounting is unique to the Military Department and the Master Cooperative Agreement. There were no trained replacements.
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

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f. List contractor's hourly rate.	\$30.00
g. List the range of comparable State employee rates.	\$22.23
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	The higher rate was offered due to the fact it was short notice, for a short duration, and due to the unique requirements of the position.
i. Document justification for hiring contractor.	There were no trained replacements due to the uniqueness of the position requirements.

Comments:

*James McEntee* 11/3/11

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

NOV 04 2011

RECEIVED



**DEPARTMENT OF ADMINISTRATION**

209 E. Musser Street, Room 200  
Carson City, Nevada 89701-4298  
(775) 684-0222  
Fax (775) 684-0260  
<http://www.budget.state.nv.us/>

Date: December 23, 2011  
To: Stephanie Day, Deputy Director  
Department of Administration  
From: Carla Watson, Budget Analyst  
Budget and Planning 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 TRANSPORTATION – ADMINISTRATION**

Nature of the Request:

**REQUEST FOR BLANKET PRE-APPROVALS FOR CONTRACTING WITH FORMER EMPLOYEES WHO MEET CERTAIN CRITERIA**

Pursuant to the State Administration Manual (SAM) 323 (2), the Department of Transportation seeks a favorable Board of Examiner's decision regarding pre-approvals for former employees who work in seasonal, intermittent or other temporary capacities if the person will be performing or producing services for which the business or entity is employed. The department is specifically requesting blanket pre-approvals for the following positions:

- Summer interns hired through the University System
- Seasonal employees hired for winter snow plow operations
- If positions are relocated and incumbents choose not to move and they leave the department, there is an opportunity for these individuals to seek employment with a consulting firm currently under contract with the department. These prior department employees may be assigned to work on NDOT jobs, which could result in the retention of expertise and experience.

Recommendation:

Recommend approval.

REVIEWED: _____ ACTION ITEM: _____
---------------------------------------



STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 1263 S. Stewart Street  
 Carson City, Nevada 89712  
 December 14, 2011

BRIAN SANDOVAL  
 Governor

SUSAN MARTINOVICH, P.E., Director

In Reply Refer to:

Mr. Jeff Mohlenkamp, Director  
 Department of Administration  
 Blasdel Building  
 209 E. Musser Street  
 Carson City, NV 89701

**RECEIVED**

DEC 14 2011

Re: Board of Examiners  
 AB 240 Exceptions

DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

Dear Director Mohlenkamp:

During the 2011 Legislature session AB240 was enacted. This legislation established criteria and identified under what conditions a person could work for the State of Nevada after leaving State service. From my understanding, one of the intents was to eliminate "double dipping" by keeping individuals from being paid a retirement in addition to collecting a salary as a consultant to do the same work. Subsequently the Board of Examiners at their October meeting, established parameters for implementing the legislation.

As per allowances made as part of the bill and established by the BOE under SAM 323 (2.), I am seeking blanket pre-approvals from BOE for former employees who work in seasonal, intermittent or other temporary capacities. I am also seeking approval for exceptions for employees who are leaving the Department because their positions have been relocated to a location more than 50 miles.

- Summer interns hired through the university system.

These students are valuable in developing our future work force. We provide a service to them and a partnership with the universities and colleges by providing on-the-job training. They typically work for the Department during the summer months. They do not receive any benefits or retirement. Some have subsequently come to work for NDOT after graduation and have become valued employees. Under the current provisions of the bill these summer intern students would be excluded from working on an NDOT project, should they be hired to work for a local consulting firm after graduation.

- Seasonal Employees hired for winter snow plow operations.

NDOT utilizes construction aid positions to provide temporary assistance help during peak operation periods. These are 6-month positions used for a variety of seasonal work, most predominately being snow removal across the state. This ability to hire temporary positions allows NDOT to quickly respond during weather events 24-hour 7-days a week, without the need to hire full time employees with full benefits. Many of these temporary employees are seasonal workers from other jobs that are shut down for the winter, typically construction, or just individuals seeking extra part-time employment

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(not current NDOT workers). Drivers with Commercial Drivers License certification (CDL's) are in demand. NDOT may be in a contractual arrangement with a construction firm that may hire one of these individuals. It is our understanding that these drivers are hired temporarily by construction firms to meet their needs as well.

- Relocated Positions.

The Right of Way Division evaluated their organization structure with a view toward customer service and efficiency. This division within the Department of Transportation is a key division of which all right of way acquisitions and actions must process through. There are many state and federal rules and regulations associated with the acquisition processes involving millions of dollars. This is also a division that works directly with people. They make the offers, negotiate, and if necessary help in relocation efforts all within the parameters of the rules and regulations.

To help with resources and in training a constantly changing staff, I supported the recommendation of the Chief Right of Way agent to relocate six agent positions to Carson City headquarters from Las Vegas. This move provided those personnel with direct support of ROW Engineering, appraisers, review and other staff to help them carry out their duties. It also gives them closer proximity to the design team to work through issues of mitigation and actual purpose and need of right of way acquisitions.

Working closely with NDOT Human Resources and State Personnel, the individuals were notified of the change and given the opportunity to move with their positions. Several for personnel reasons, cannot move and are choosing to leave the Department. There is opportunity for these individuals to seek employment with a consulting firm currently under contract with the Department hired to acquire right of way for Project NEO. These staff wants to be able to work on NDOT jobs and we think this is an asset to the Department since it is an opportunity to retain expertise and experience. Project NEON is to undertake I-15 improvements from Sahara to the Spaghetti Bowl in Clark County – Est. \$1.2 billion. No one has been hired date.

Additionally, while NDOT does not have a specific need to seek exception, there may also be consideration for exception to include: positions that were funded by grants that were for a fixed period of time; persons who may be laid off due to position elimination/budget considerations; and persons who do not successfully complete their probationary period.

I have discussed the first two exceptions with Assemblywoman Smith who is in agreement with these conditions.

I respectfully ask that this item be put on the BOE agenda for consideration of action. Thank you.

Sincerely,



Susan Martinovich, P.E.  
Director

# **323 – Contracts with State Employees, Former State Employees and Secondary Employment**

This section relates to current or former employees who contract with the State to provide services, and certain contracts with business entities who employ current or former state employees. Additionally, this section addresses the responsibilities of current employees who hold outside employment.

1. Definitions of Employee For purposes of this section,

- a. Current employee is a person who is an employee of an agency of the State;
- b. Former employee is a person who was an employee of any agency of the State at any time within 24 months preceding the commencement date of the proposed contract.

Note: Employees of the Nevada System of Higher Education (NSHE), Boards and Commissions are considered State employees.

2. BOE Pre-Approval Required

Before any department, division or agency of the State may execute a contract for services with a current employee, a former employee, or a person employed by the Nevada Department of Transportation (NDOT) for transportation projects that are entirely funded by federal money and the term of the contract exceeds 4 years, the Board of Examiners (BOE) must give pre-approval for entering into a contract with that person. (As noted in section 5 below, contracts executed by NSHE, Boards and Commissions and certain other contracts do not require BOE pre-approval) This pre-approval does not constitute approval of the contract terms, but only approval to contract with the particular current employee or former employee.

A limited exception exists for contracts less than four months determined by the department, division or agency to constitute an emergency situation necessitating a contract with a current or former employee.

A department, division or agency of the State may seek blanket pre-approvals from BOE for former employees who work in seasonal, intermittent or other temporary capacities if the person will be performing or producing services for which the business or entity is employed. For example, five seasonal snow plow drivers terminate their employment at the end of winter. The drivers are later hired by construction companies to drive trucks as part of contracts the companies have with a State agency; in this instance, BOE pre-approval for entering into each contract is required unless the State agency has a blanket pre-approval for the former employees.

### 3. Standards for Pre-Approval of Contracts with Temporary Employment Services and Current or Former Employees

If an agency will be using a temporary worker to be supplied through a contract with a temporary employment service, and that person is a current or former state employee, the Board of Examiners shall not approve the use of the temporary worker unless the Board of Examiners determines that:

- a. The person provides services not provided by any other employee of the agency or for which a critical labor shortage exists; or
- b. A short-term need or unusual economic circumstance exists.

The Board of Examiners will apply these standards to all proposed contracts for services involving current employees or former employees.

### 4. Contracts Potentially Requiring BOE Pre-Approval

Contracts affecting current or former employees and requiring Board of Examiners pre-approval may take the form of:

- a. A direct contract between a department, division or agency of the State and a current employee or former employee.
- b. A contract with a business or any other entity that employs a current or former employee who will be performing or producing the contracted services
- c. A contract with a temporary employment service that provides a former state employee to the State to perform services as a temporary worker.

A person who is a current or former employee may not evade the intent of this section by performing contract work for the State through creation of a corporation or other business entity.

### 5. Exemptions

The requirements for BOE pre-approval of contracts with current employees or former employees do not apply to the following contracts:

- a. A contract with a current employee or former employee for 4 months or less, where the executive head of the department/division/agency determines an emergency exists that necessitates the contract. (Note: a copy of the contract and a description of the emergency must be submitted to the BOE. BOE shall review the contract and the description of the emergency and notify the department, division or agency utilizing this emergency exception whether the BOE would have approved the contract).

- b. Contracts with Professional engineers employed by the Department of Transportation for a transportation project entirely funded by federal funds.
- c. Contracts with Nevada System of Higher Education, or a board or commission of the State
- d. Contracts with a person employed by an entity, which is a provider of services for Medicaid, and which provides services on a fee for service basis or through managed care.
- e. Contracts for \$1 million or more entered into:
  - i. Pursuant to the State Plan for Medicaid established pursuant to NRS 422.271
  - ii. For financial services
  - iii. Pursuant to the Public Employees' Benefits Program

## 6. Contracting Agency Requirements

Complete Contract Authorization – The agency must complete an Authorization form (available on the Purchasing Division's website) requesting authorization to contract with a current or former employee and receive approval from the BOE before entering into a contract for services with a current employee or former employee, or with an entity that will be having a current employee or former employee perform the contracted services.

Contract Approval Process - If the contract is going to be with a:

- Current employee
- Former employee
- Person who is employed by the Department of Transportation for a transportation project, which is entirely federally funded, and the term of the contract is over 4 years
- Business employing a current or former employee who will be performing or producing the contracted services

The following flowchart summarizes steps to be performed

Flow Chart

## 7. Additional Requirements For Current Employees

- a. Time Keeping

i. State time tracking - Current employees, during the pay period they perform contract or provider agreement work with the State, must include in their time sheet notes for each day, the specific times they used flex, sick, compensatory time, annual leave, etc. If contract work is performed during their standard shift, the employee must document the specific times in the notes and explain how this was performed during flex time, compensatory leave, annual leave, or non-state paid time.

ii. Contract time tracking - The contracted employee must document all time (date and time of day) spent working on the contract and include it in the invoice. Additionally, the employee must provide a supervisor approved copy of their State time sheet with their invoice.

b. Contractor Oversight

i. Current employee's supervisor's responsibilities - The employee's supervisor must compare the employee's NEATS time sheet to the times per the contract invoice to ensure contract work was not done during state time. The supervisor must sign the time sheet and the invoice certifying that contract work was performed during flex time, compensatory leave, annual leave, or non-state paid time.

ii. Contracting agency's responsibilities - The Contract Monitor must reconcile the current employee's approved NEATS time sheets to the times noted on the invoices to ensure contract work was performed during flex time, compensatory leave, annual leave, or non-state paid time.

c. Secondary Employment

Any employee with secondary employment must complete a Secondary Employment Disclosure form (available on the Purchasing Division's website) and submit it for approval by the agency head. When an employee obtains or has a change in their secondary employment, they must submit a Secondary Employment Disclosure form within 30 days of acceptance and must renew the Disclosure by July 1st of each year. The agency head must review the form for conflicts with State employment. Approved forms should be filed in the employee's personnel file.

Secondary employment includes but not limited to contracts with the State, work with temporary employment agencies, and provider agreements.

For Budget Division Use Only	
Reviewed by:	
Reviewed by: <i>JM</i>	12/19/11
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Board of Examiners for Alcohol, Drugs, & Gambling  
 400 West King Street, Suite 110  
 Carson City, Nevada 89701  
 contact: Agata Gawronski, Executive Director  
 phone: (775) 884-8922 fax: (775) 884-8920  
 agawronski@adgc.nv.gov

2. Name of Lessor: King 400  
 The Trust for Methodist Development of the First United Methodist Church  
 c/o Carson Properties  
 contact: Terry Yeager  
 phone: (775) 882-3211 fax: (775) 882-7553  
 terryyeager@callatg.com

3. Address of Lessor: c/o 187 Sonoma Street  
 Carson City, Nevada 89701

4. Address of Lease property: 400 West King Street, Suite #111  
 Carson City, Nevada 89703

a. Square Footage: 484 usable square feet  
 b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$0.00	21 days	\$0.00	January 11, 2012 - January 31, 2012	\$0.000
\$484.00	12	\$5,808.00	February 1, 2012 - January 31, 2013	\$1.000
\$484.00	12	\$5,808.00	February 1, 2013 - January 31, 2014	\$1.000
\$508.20	12	\$6,098.40	February 1, 2014 - January 31, 2015	\$1.050
\$508.20	12	\$6,098.40	February 1, 2015 - January 31, 2016	\$1.050
\$532.40	12	\$6,388.80	February 1, 2016 - January 31, 2017	\$1.100
	60	\$30,201.60		

c. Total Lease Consideration: None  
 d. Rental Adjustments: None  
 e. Term: Five (5) Years, and twenty-one (21) days  
 f. Option to renew: Yes  
 g. Utilities: Lessor  
 h. Janitorial: Lessor  
 i. Major repairs: Lessor  
 j. Minor repairs: Lessor  
 k. Taxes: Lessor  
 l. Comparable Market Rate: \$1.30 - \$1.50  
 m. Specific termination clause in lease: Breach/Default lack of funding  
 n. Lease will be paid for by Agency Budget Account Number: B032

5. Purpose of the lease: To House the Board of Examiners Alcohol, Drugs, & Gambling

6. This lease constitutes:

An extension of an existing lease

An addition to current facilities (requires a remark)

A relocation (requires a remark)

A new location (requires a remark)

Remodeling only

Other

a. Estimated moving expenses: \$450.00      Furnishings: n/a      Data/Phones: No Charge - building has State phone and State drops

Remarks: Leasing Services relocated The Board of Examiners Alcohol, Drugs & Gambling from its current location to better suit their needs of internet and web services. This Board approved a relocation on the November 2011 Board Meeting. Previous rental was \$550.00 per month, for a savings of \$66.00 per month. Upon approval the tenant will have access to the property for fixtrazation at no charge.

**RECEIVED**

DEC 14 2011

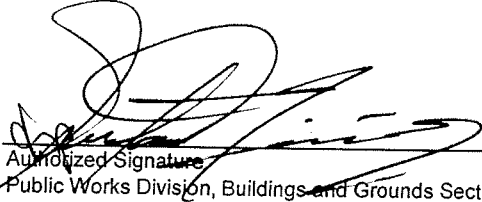
DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

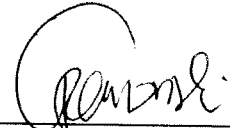
*Lease #1*

**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19861025336
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [ ] INC [ ] CORP [X] LLP [ ]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No

  
 Authorized Signature \_\_\_\_\_ 12-14-11  
 Date  
 Public Works Division, Buildings and Grounds Section

  
 Authorized Signature - Agency \_\_\_\_\_ 12-14-11  
 Date

LL DO

For Board of Examiners	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>

Lease #1

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	12/9/11
Reviewed by: <i>[Signature]</i>	12/15/11
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Employment, Training and Rehabilitation  
500 East Third Street  
Carson City, Nevada 89701  
contact: Tami Nash (775) 684-3891, Fax: (775) 684-3908, email: tlnash@nvdetr.org  
contact: Janice John (702) 486-5232, email jajohn@nvdetr.org

2. Name of Lessor: Omninet Westbay, LP  
contact: Michael Danielpour (310) 300-4100; Fax: (310) 300-4101; email: michael@omninet.com  
c/o Gatski Commercial Real Estate Services, Property Manager  
Jamie Bartels (702) 765-8878, email: jamie@gatskicommercial.com and  
Amber Dominguez (702) 765-8895; email: amber@gatskicommercial.com

3. Address of Lessor 9420 Wilshire Boulevard, 4th Floor  
Beverly Hills, California 90212

a Copy to: c/o Gatski Commercial Real Estate Services  
4755 Dean Martin Drive  
Las Vegas, Nevada 89103

4. Address of Lease property: 3016 West Charleston, Suites #200 and #215  
Las Vegas, Nevada 89102

a. Square Footage: 19,561 rentable square feet of office space

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$34,231.75	12	\$410,781.00	February 1, 2012 - January 31, 2013	FY12-13 \$1.750
\$35,209.80	12	\$422,517.60	February 1, 2013 - January 31, 2014	FY13-14 \$1.800
\$35,209.80	12	\$422,517.60	February 1, 2014 - January 31, 2015	FY14-15 \$1.800
\$36,579.07	12	\$438,948.84	February 1, 2015 - January 31, 2016	FY15-16 \$1.870
\$36,579.07	12	\$438,948.84	February 1, 2016 - January 31, 2017	FY16-17 \$1.870
\$37,557.12	12	\$450,685.44	February 1, 2017 - January 31, 2018	FY17-18 \$1.920
\$37,557.12	12	\$450,685.44	February 1, 2018 - January 31, 2019	FY18-19 \$1.920

c. Total Lease Consideration: 84 \$3,035,084.76

d. Rental Adjustments None

e. Term: Seven (7) years

f. Option to renew: Yes

g. Utilities: LESSOR

h. Janitorial: LESSOR

i. Major repairs: LESSOR

j. Minor repairs: LESSOR

k. Taxes: LESSOR

l. Comparable Market Rate: \$1.64-\$2.45

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3265, 3254, 3253, 3268

5. Purpose of the lease: To house the Department of Employment, Training and Rehabilitation. *This lease is*

6. This lease constitutes:  An extension of an existing lease *\$10,889.37 per month less than*  
 An addition to current facilities (requires a remark) *the previous agreement.*

a. Estimated moving expenses: n/a      Furnishings: n/a      Data/Phones: \$3,900.00

Remarks: The Lessor re-measured the office space reducing the square footage from 17,462 rentable square feet to 16,983 rentable square feet. Leasing Services renegotiated a new Full Service lease combining an existing lease with a new expansion space. The previous lease was to expire on January 31, 2012 at a rental rate of \$2.30 per rentable square foot per month for a modified gross lease where the Tenant pays for electric and janitorial expenses, for an effective \$2.63 per square foot. The new lease added 2,578 rentable square feet for a combined rentable square footage of 19,561. The former lease was null and voided, and tenant improvements in the amount of \$49,748.24 was included and amortized over the lease term. Considering all of these factors, the current lease rate, with larger space, fullservice and tenant improvements is \$10,889.37 per month less than the previous lease agreement. The new rental rates for the combined space are Full Service and will begin at \$1.75 per square foot per month and ending at \$1.92 per square foot per month over the term of the 7 year lease.

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DEC 08 2011

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OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

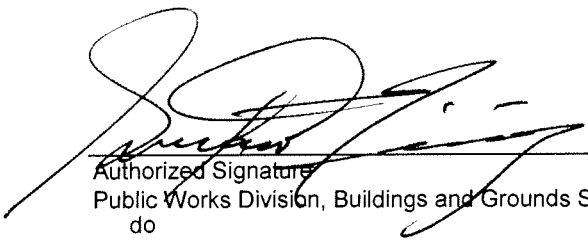
*Lease #2*




**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20111574224
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [ ] INC [ ] CORP [ ] LLP [ ] LP [X]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of	Yes X No


  
 Authorized Signature \_\_\_\_\_ Date 12-8-11
  
 Public Works Division, Buildings and Grounds Section


  
 Authorized Signature - Agency \_\_\_\_\_ Date \_\_\_\_\_

For Board of Examiners Yes  X

No

*Lease #2*

For Budget Division Use Only	
Reviewed by: <i>A. Nielsen</i>	12/19/11
Reviewed by: <i>CS</i>	12/15/11
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Employment, Training & Rehabilitation  
 Employment Security Division  
 contact: Tami Nash  
 phone: (775) 684-3891 fax: (775) 684-3908  
 tlnash@nvdetr.org

2. Name of Lessor: JS Park Sahara, LLC  
 contact: Kem Braswell  
 phone: (949) 852-0900 fax: (949) 752-5113  
 kem@optimaasset.com

3. Address of Lessor: c/o The Saunders Property Company  
 Optima Asset Management  
 1600 Dove Street, Suite 301  
 Newport Beach, California 92660

4. Address of Lease property: 1820 Park Sahara Avenue, Suite 301  
 Las Vegas, Nevada 89104

a. Square Footage: 4,950 rentable square feet

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$4,554.00 ✓	12	\$54,648.00	February 1, 2012 - January 31, 2013	FY12-13 \$0.920
\$4,554.00 ✓	12	\$54,648.00	February 1, 2013 - January 31, 2014	FY13-14 \$0.920

c. Total Lease Consideration: 24 \$109,296.00

d. Rental Adjustments: None

e. Term: Two (2) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.64 - \$2.45

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 4770

5. Purpose of the lease: To house the Department of Employment, Training & Rehabilitation. *The extension will result in a savings of \$2,382.80 per month or \$57,187.20 for the two-year period.*

6. This lease constitutes:
- An extension of an existing lease
  - An addition to current facilities (requires a remark)
  - A relocation (requires a remark)
  - A new location (requires a remark)
  - Remodeling only
  - Other

a. Estimated moving expenses: n/a      Furnishings: n/a      Data/Phones: n/a

Remarks: Leasing Services renegotiated this Full Service lease renewal for two (2) years at \$0.92 per square foot per month. The previous rent was \$6,936.80 per month - the negotiated rate is \$4,554.00 per month, for a rent savings of \$2,382.80 per month or \$57,187.20 for the two year period. This lease is unusual and considerably below market rate. The lender for this Lessor reassessed the suites from usable to rentable due to the Tenants use of common area.

**RECEIVED**  
 DEC 08 2011  
 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

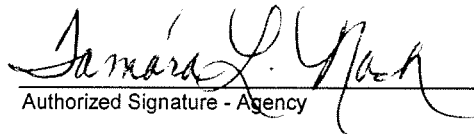
*Lease #3*

**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20051400133
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [ X ] INC [ ] CORP [ ] LLP [ ]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No X
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X _____ No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X _____ No _____
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X _____ No _____

  
 Authorized Signature \_\_\_\_\_ Date 12/6/11  
 Public Works Division, Buildings and Grounds Section

  
 Authorized Signature - Agency \_\_\_\_\_ Date 12/1/11

LL  
 For Board of Examiners      Yes        
    No     

*Lease #3*

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	12/13/11
Reviewed by: <i>[Signature]</i>	10/19/11
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Employment, Training and Rehabilitation  
 Nevada Equal Rights Commission  
 500 East Third Street  
 Carson City, Nevada 89701  
 Contact: Tami Nash (775) 684-3891; fax: (775) 684-3848; email: tnash@nvdetr.org

2. Name of Lessor: JS Park Sahara, LLC  
 contact: Kem Braswell  
 phone: (949) 852-0900 fax: (949) 752-5113  
 kem@optimaasset.com

3. Address of Lessor: c/o The Saunders Property Company  
 Optima Asset Management  
 1600 Dove Street, Suite #301  
 Newport Beach, California 92660

4. Address of Lease property: 1820 East Sahara Avenue, Suite #314  
 Las Vegas, Nevada 89104

a. Square Footage:  $\sqrt{3,390}$  usable square feet

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$3,288.30 ✓	12	\$39,459.60 ✓	February 1, 2012 - January 31, 2013	FY 12-13 \$0.970
\$3,288.30 ✓	12	\$39,459.60 ✓	February 1, 2013 - January 31, 2014	FY 13-14 \$0.970
\$3,390.00 ✓	12	\$40,680.00 ✓	February 1, 2014 - January 31, 2015	FY 14-15 \$1.000
\$3,390.00 ✓	12	\$40,680.00 ✓	February 1, 2015 - January 31, 2016	FY 15-16 \$1.000
	48	\$160,279.20		

c. Total Lease Consideration:

d. Rental Adjustments

e. Term:

f. Option to renew:

g. Utilities:

h. Janitorial:

i. Major repairs:

j. Minor repairs:

k. Taxes:

l. Comparable Market Rate:

m. Specific termination clause in lease:

n. Lease will be paid for by Agency Budget Account Number:

None	
Four (4) years	
Yes	
Lessor	
Lessor	
Lessor	
Lessor	
Lessor	
\$1.64 - \$2.45	
Breach/Default lack of funding	
2580	

5. Purpose of the lease: To house the Department of Employment, Training and Rehabilitation, Nevada Equal Rights Commission

6. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated moving expenses: \$6,500.00

Furnishings: \$15,600.00

Data/Phones: \$1,130.00

Remarks:

NERC was asked to move out of the Grant Sawyer Building in Las Vegas to accommodate an LCB expansion. In the first year of the biennium, LCB allocated funding to assist NERC with tenant improvements and moving costs at a new location. Due to the fact that these funds are only available in the first year of the biennium, NERC elected to pay for its share of the tenant improvement cost (\$5,723.20) in one lump sum, upon approval by BOE, instead of spreading it over the term of the lease

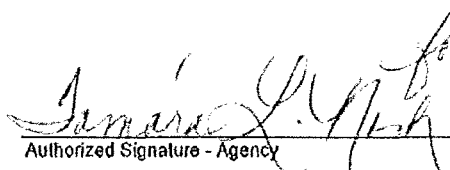
*Lease #4*

**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20051400133	
b. The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>	
c. Is the Contractor Exempt from obtaining a Business License:	Yes	No <input checked="" type="checkbox"/>
*If yes, please explain:		
d. Is the Contractor's Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/>	No
*If no, please explain:		
e. Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/>	No
*If no, please explain:		
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/>	No

  
 Authorized Signature \_\_\_\_\_ Date 12/13/11  
 Public Works Division, Buildings and Grounds Section

  
 Authorized Signature - Agency \_\_\_\_\_ Date 12/13/11

do  
 For Board of Examiners Yes   
 No

Lease #4

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	12/12/11
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency:  Department of Health And Human Services  
 Women's, Infants and Children Program, (WIC)  
 4150 Technology Way  
 Carson City, NV 89706  
 contact: Cole Schmidt (775) 684-4039; Fax: (775) 684-4211  
 email: cschmidt@health.nv.gov

2. Name of Lessor:  BAR CHARLESTON ACQUISITIONS, LLC,  
 a Delaware limited liability company

3. Address of Lessor: 31910 Del Obispo, Suite 100  
 San Juan Capistrano, California 92675  
 Telephone: (949) 545-0500  
 Fax: (949) 276-0569  
 Christine Howe, Property Manager: (702) 222-4084, Fax: (702) 222-1644  
 email: chowe@birtcheranderson.com

4. Address of Lease property:  3811 West Charleston, Suite 106  
 Las Vegas, Nevada 89102-1846

a. Square Footage:  1,097 rentable  
 b. Cost:

cost per month	# of months and/or days in time frame	cost per year	time frame	Approximate cost per square foot
\$0.000	2	\$0.000	January 10, 2012 - March 9, 2012	\$0.000
\$ 1,323.48	22 days	\$ 1,323.48	March 10, 2012 - March 31, 2012	\$1.700
\$ 1,864.90	11	\$ 20,513.90	April 1, 2012 - February 28, 2013	\$1.700
\$ 1,864.90	12	\$ 22,378.80	March 1, 2013 - February 28, 2014	\$1.700
\$ 1,941.69	12	\$ 23,300.28	March 1, 2014 - February 28, 2015	\$1.770
\$ 1,941.69	12	\$ 23,300.28	March 1, 2015 - February 29, 2016	\$1.770
\$ 1,996.54	12	\$ 23,958.48	March 1, 2016 - February 28, 2017	\$1.820
\$ 1,996.54	12	\$ 23,958.48	March 1, 2017 - February 28, 2018	\$1.820
\$ 579.64	9 days	\$ 579.64	March 1, 2018 - March 9, 2018	\$1.820
	74	\$139,313.34		

c. Total Lease Consideration:  None  
 d. Rental Adjustments:  None  
 e. Term: Six (6) years and two (2) months  
 f. Option to renew:  Yes  
 g. Utilities: LESSOR  
 h. Janitorial: LESSOR  
 i. Major repairs: LESSOR  
 j. Minor repairs: LESSOR  
 k. Taxes: LESSOR  
 l. Comparable Market Rate: \$1.64 - \$2.45  
 m. Specific termination clause in lease:  Breach/Default lack of funding  
 n. Lease will be paid for by Agency Budget Account Number: ~~3222~~ ~~3214~~ 3214

5. Purpose of the lease:  To house the Health Division, WIC Program

6. This lease constitutes:

An extension of an existing lease

An addition to current facilities (requires a remark)

A relocation (requires a remark)

A new location (requires a remark)

Remodeling only

Other

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DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$500.00 Furnishings: \$28,564.; Data/Phones: \$2,700.00

Remarks: Leasing Services is working with the Health Division to consolidate thier programs and services onto one campus to facilitate programs by sharing conference rooms, training rooms and IT services.. The Health Division, WIC Program is relocating from 3811 W Charleston, Suite 205 (2,409 sq. ft.) into Suite 106 (1,097 sq. ft. ) and is currently paying \$2.34 per square foot per month.  
 Leasing services negotiated new 74 month lease for the Tenant. The rent was abated for two months to offset moving costs; \$1.70 per square foot per month for years 1 and 2; \$1.77 per square foot per month for years 3 and 4 and \$1.82 per square foot per month for years 5 and 6.

*Lease #5*

**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20071268398
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

*[Signature]* 12/7/11  
 Authorized Signature Date  
 Public Works Division, Buildings and Grounds Section  
 do

*[Signature]* 12/7/11  
 Authorized Signature - Agency Date

For Board of Examiners Yes   
 No

*Lease #5*

For Budget Division Use Only	
Reviewed by:	7/15 12/12/11
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Health And Human Services  
 Health Division,  
 Nevada Early Intervention Services, (EIS)  
 4150 Technology Way  
 Carson City, NV 89706  
 contact: Cole Schmidt (775) 684-4039; Fax: (775) 684-4211  
 email: cschmidt@health.nv.gov

2. Name of Lessor: BAR CHARLESTON ACQUISITIONS, LLC,  
 a Delaware limited liability company

3. Address of Lessor 31910 Del Obispo, Suite 100  
 San Juan Capistrano, California 92675  
 Telephone: (949) 545-0500  
 Fax: (949) 276-0569  
 Christine Howe, Property Manager: (702) 222-4084, Fax: (702) 222-1644  
 email: chowe@birtcheranderson.com

4. Address of Lease property: 3811 West Charleston, Suite 112  
 Las Vegas, Nevada 89102-1846

- a. Square Footage:
- b. Cost:

2,512 rentable				
cost per month	# of months and/or days in time frame	cost per year	time frame	Approximate cost per square foot
\$0.000	2	\$0.000	January 10, 2012 - March 9, 2012	\$0.000
\$ 3,030.61	22 days	\$ 3,030.61	March 10, 2012 - March 31, 2012	\$1.700
\$ 4,270.40	11	\$ 46,974.40	April 1, 2012 - February 28, 2013	\$1.700
\$ 4,270.40	12	\$ 51,244.80	March 1, 2013 - February 28, 2014	\$1.700
\$ 4,446.24	12	\$ 53,354.88	March 1, 2014 - February 28, 2015	\$1.770
\$ 4,446.24	12	\$ 53,354.88	March 1, 2015 - February 29, 2016	\$1.770
\$ 4,571.84	12	\$ 54,862.08	March 1, 2016 - February 28, 2017	\$1.820
\$ 4,571.84	12	\$ 54,862.08	March 1, 2017 - February 28, 2018	\$1.820
\$ 1,371.55	9 days	\$ 1,371.55	March 1, 2018 - March 9, 2018	\$1.820

- c. Total Lease Consideration: \$319,055.28
- d. Rental Adjustments: None
- e. Term: Six (6) years and two (2) months
- f. Option to renew: Yes
- g. Utilities: LESSOR
- h. Janitorial: LESSOR
- i. Major repairs: LESSOR
- j. Minor repairs: LESSOR
- k. Taxes: LESSOR
- l. Comparable Market Rate: \$1.64 - \$2.45
- m. Specific termination clause in lease: Breach/Default lack of funding
- n. Lease will be paid for by Agency Budget Account Number: 3208

5. Purpose of the lease: To house the Health Division, Nevada Early Intervention Services, (EIS)

6. This lease constitutes:
- An extension of an existing lease
  - An addition to current facilities (requires a remark)
  - A relocation (requires a remark)
  - A new location (requires a remark)
  - Remodeling only
  - Other

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 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$7,550.00      Furnishings: n/a      Data/Phones: \$2,915.00

Remarks: Leasing Services is working with the Health Division to consolidate thier programs and services onto one campus to facilitate programs by sharing conference rooms, training rooms and IT services.  
 Leasing Services negotiated new space for the Tenant, the rent was abated for two months to offset moving costs, \$1.70 per square foot per month for years 1 and 2; \$1.77 per square foot per month for years 3 and 4; and \$1.82 per square foot per month for years 5 and 6. The Tenant is relocating from 4538 W Craig Road, Suite 130 and 170, North Las Vegas, NV 89031, currently paying \$2.66 per square foot per month.

*Lease #6*



**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20071268396
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

*[Signature]*  
 Authorized Signature \_\_\_\_\_ Date 12/7/11  
 Public Works Division, Buildings and Grounds Section  
 do

*[Signature]*  
 Authorized Signature \_\_\_\_\_ Date 12/7/11  
 Agency \_\_\_\_\_

For Board of Examiners Yes   
 No

*Lease #6*

For Budget Division Use Only	
Reviewed by: <i>ASB</i>	12/12/11
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Health And Human Services  
 Health Division, Epidemiology and Response (EPI)  
 4150 Technology Way  
 Carson City, NV 89706  
 contact: Cole Schmidt (775) 684-4039; Fax: (775) 684-4211; email: cschmidt@health.nv.gov

2. Name of Lessor: BAR CHARLESTON ACQUISITIONS, LLC,  
 a Delaware limited liability company

3. Address of Lessor: 31910 Del Obispo, Suite 100  
 San Juan Capistrano, California 92675  
 Telephone: (949) 545-0500; Fax: (949) 276-0569  
 Christine Howe, Property Manager: (702) 222-4084, Fax: (702) 222-1644  
 email: chowe@birtcheranderson.com

4. Address of Lease property: 3811 West Charleston, Suite 205  
 Las Vegas, Nevada 89102-1846

a. Square Footage: 2,409 rentable

b. Cost:

cost per month	# of months and/or days in time frame	cost per year	time frame	Approximate cost per square foot
\$0.000	2	\$0.000	January 10, 2012 - March 9, 2012	\$0.000
<del>\$ 2,906.33</del>	<del>22 days</del>	<del>\$ 2,906.33</del>	<del>March 10, 2012 - March 31, 2012</del>	<del>\$1.700</del>
<del>\$ 4,095.30</del>	<del>11</del>	<del>\$ 45,048.30</del>	<del>April 1, 2012 - February 28, 2013</del>	<del>\$1.700</del>
<del>\$ 4,095.30</del>	<del>12</del>	<del>\$ 49,143.60</del>	<del>March 1, 2013 - February 28, 2014</del>	<del>\$1.700</del>
<del>\$ 4,263.93</del>	<del>12</del>	<del>\$ 51,167.16</del>	<del>March 1, 2014 - February 28, 2015</del>	<del>\$1.770</del>
<del>\$ 4,263.93</del>	<del>12</del>	<del>\$ 51,167.16</del>	<del>March 1, 2015 - February 29, 2016</del>	<del>\$1.770</del>
<del>\$ 4,384.38</del>	<del>12</del>	<del>\$ 52,612.56</del>	<del>March 1, 2016 - February 28, 2017</del>	<del>\$1.820</del>
<del>\$ 4,384.38</del>	<del>12</del>	<del>\$ 52,612.56</del>	<del>March 1, 2017 - February 28, 2018</del>	<del>\$1.820</del>
<del>\$ 1,272.88</del>	<del>9 days</del>	<del>\$ 1,272.88</del>	<del>March 1, 2018 - March 9, 2018</del>	<del>\$1.820</del>
	74	\$305,930.56		

c. Total Lease Consideration:

d. Rental Adjustments: None

e. Term: Six (6) years and two (2) months

f. Option to renew: Yes

g. Utilities: LESSOR

h. Janitorial: LESSOR

i. Major repairs: LESSOR

j. Minor repairs: LESSOR

k. Taxes: LESSOR

l. Comparable Market Rate: \$1.64 - \$2.45

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3219, 3153, 3216

5. Purpose of the lease: To house the Health Division, Epidemiology and Response (EPI)

6. This lease constitutes:
- An extension of an existing lease
  - An addition to current facilities (requires a remark)
  - A relocation (requires a remark)
  - A new location (requires a remark)
  - Remodeling only
  - Other

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a. Estimated moving expenses: \$323.00      Furnishings: \$28,564.7    Data/Phones: \$2,700.00

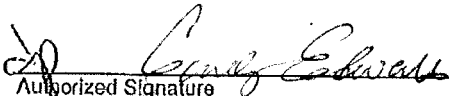
Remarks: Leasing Services is working with the Health Division to consolidate thier programs and services onto one campus to facilitate programs by sharing conference rooms, training rooms and IT services. The WIC Program is vacating Suite 205, 3811 W Charleston and EPI is the new tenant for this space.  
 The previous rent rate for this space was \$2.34 per square foot per month. Leasing Services renegotiated a new 74 month lease. The rent payment was abated for two months to offset moving costs and the rent was reduced to \$1.70 per square foot per month for years 1 and 2, \$1.77 per square foot per month for years 3 and 4, \$1.82 per square foot per month for years 5 and 6.

*Lease #7*

**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20071268398
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	*If yes, please explain:	
d.	Is the Contractor's Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

 12/7/11  
 Authorized Signature \_\_\_\_\_ Date  
 Public Works Division, Buildings and Grounds Section  
 do

 12/7/11  
 Authorized Signature \_\_\_\_\_ Date  
 Agency

For Board of Examiners Yes  No

Lease #7

For Budget Division Use Only	
Reviewed by:	<i>KEH 12/7/11</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Health and Human Services, Division of Mental Health and Developmental Services  
 Southern Nevada Adult Mental Health Services  
 6161 West Charleston Boulevard  
 Las Vegas, Nevada 89146  
 Telephone: (702) 486-6099  
 Fax: (702) 486-6248  
 contact: Paul Ripple, 702-486-6099; email: pripple@snamhs.nv.gov;  
 Tom Pollard, 702-486-4252, email: tpollard@snamhs.nv.gov

2. Name of Lessor: Copper Creek Enterprise, LLC  
 contact: Ken Murphy, phone: 775-209-3751; fax: (775) 751-3190  
 redwood501@gmail.com

3. Address of Lessor: 2221 South Winery Road  
 Pahrump, Nevada 89048

4. Address of Lease property: 240 Humahuaca Street  
 Pahrump, Nevada 89048

a. Square Footage: 3,998 useable square feet

cost per month	# of months in time frame		time frame	Approximate cost per square foot
\$5,277.36	12	\$63,328.32	February 1, 2012 - January 31, 2013	\$1.320
\$5,277.36	12	\$63,328.32	February 1, 2013 - January 31, 2014	\$1.320
\$5,437.28	12	\$65,247.36	February 1, 2014 - January 31, 2015	\$1.360
\$5,437.28	12	\$65,247.36	February 1, 2015 - January 31, 2016	\$1.360
\$5,597.20	12	\$67,166.40	February 1, 2016 - January 31, 2017	\$1.400
		60	\$324,317.76	

c. Total Lease Consideration:

d. Rental Adjustments

e. Term: Five (5) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor - 3 days

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.50 - \$1.75

m. Specific termination clause in lease:

Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number:

3648

5. Purpose of the lease: To house the Department of Health & Human Services, Southern Nevada Adult Mental Health Services.

6. This lease constitutes:
- An extension of an existing lease
  - An addition to current facilities (requires a remark)
  - A relocation (requires a remark)
  - A new location (requires a remark)
  - Remodeling only
  - Other

a. Estimated moving expenses: n/a

Furnishings: n/a

Data/Phones: n/a

Remarks: Leasing Services negotiated this full service lease renewal. The previous rental rate was \$1.55 per square foot per month. Janitorial services were provided only twice a month. The new rental rate is approximately \$1.32 per square foot per month. The janitorial services will be provided three days a week. A rental savings and increased services were negotiated into this lease. This lease is under the current market rate.

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 BUDGET AND PLANNING DIVISION

*Lease #8*

**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20021057343
b. The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	Yes No <input checked="" type="checkbox"/>
*If yes, please explain:	
d. Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No
*If no, please explain:	
e. Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No
*If no, please explain:	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No

*[Signature]* 12-6-11  
Authorized Signature Date  
Public Works Division, Buildings and Grounds Section

*[Signature]* 12/6/11  
Authorized Signature - Agency Date

LL  
For Board of Examiners      Yes        
   No     

Lease #8

For Budget Division Use Only	
Reviewed by: <i>AMB</i>	<i>12/12/11</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency:  Office of the Military  
 2460 Fairview Drive  
 Carson City, Nevada 89701-6507  
 contact: James Fricano, (775) 887-7339; email: james.fricano@ng.army.mil  
 contact: Jennifer McEntee, (775) 884-8458; email: jmcentee@govmail.state.nv.us

2. Name of Lessor:  W & W Partnership, LTD  
 (775) 329-0064  
 Property Management: Andrea King, (702) 733-7500, (702) 610-0037; fax (702) 610-0037  
 email: andrea.king@grubb-ellis.com

3. Address of Lessor: P.O. Box 1511, Reno, Nevada 89505-1511  
 1775 E. 4th Street, Reno, Nevada 89512

4. Address of Lease property:  7017 Spring Mountain Rd., Suite #102-A  
 Las Vegas, Nevada 89117-3812

a. Square Footage:  
 b. Cost:

1,264 rentable square feet of office space

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,844.00	12	\$34,128.00	Months 1 through 12	\$2.250
\$2,844.00	12	\$34,128.00	Months 13 through 24	\$2.250
\$2,995.68	12	\$35,948.16	Months 25 through 36	\$2.370
\$2,995.68	12	\$35,948.16	Months 37 through 48	\$2.370
\$3,058.88	12	\$36,706.56	Months 49 through 60	\$2.420
c. Total Lease Consideration:		60	\$176,858.88	

d. Rental Adjustments: None  
 e. Term: Five (5) years  
 f. Option to renew: Yes  
 g. Utilities: LESSOR  
 h. Janitorial: TENANT  
 i. Major repairs: LESSOR  
 j. Minor repairs: LESSOR  
 k. Taxes: LESSOR  
 l. Comparable Market Rate: \$1.64 - \$2.45  
 m. Specific termination clause in lease: Breach/Default lack of funding  
 n. Lease will be paid for by Agency Budget Account Number: 3650

5. Purpose of the lease: To house the Office of the Military *Recruitment office*

6. This lease constitutes:

An extension of an existing lease

An addition to current facilities (requires a remark)

A relocation (requires a remark)

A new location (requires a remark)

a. Estimated moving expenses: Verified with tenant \$0.00      Furnishings: Verified with tenant \$0.00  
 Data/Phones: Verified with tenant \$0.00

Remarks: Leasing Services negotiated a full service lease including tenant improvements, common area maintenance (CAM) and pass-through expenses wrapped into the rent, in this high traffic retail strip mall location. LS relocated Tenant from 984 square feet at \$2.65 per square foot per month of nearly vacated strip mall to new location consisting of 1,264 rentable square feet paying \$2.25 per square foot for years 1 and 2; \$2.37 per square foot for years 3 and 4; and \$2.42 per square foot for year 5. This new location has a Wal-Mart in the shopping center and visibility on North and South sides of the building. **PLEASE NOTE:** The National Guard Recruitment offices require retail spaces with high volume traffic, in a mall location to create exposure and synergy for their program. *Retail strip mall spaces typically are triple net leases (NNN) utilities charged separately, with common area maintenance charges (CAM) and pass through expenses for taxes and insurance. In addition any Tenant improvements, including paint are to be paid by the Tenant that rents the space*

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 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

*Lease # 9*

**STATEWIDE LEASE INFORMATION**

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19921034746
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [ ] INC [ ] CORP [ ] LLP [ ] LTD [ X ]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No <b>X</b>
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <b>X</b> No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <b>X</b> No _____
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <b>X</b> No _____

*[Handwritten Signature]* 12/17/11  
 Authorized Signature \_\_\_\_\_ Date  
 Public Works Division, Buildings and Grounds Section  
 do

*[Handwritten Signature]* 12/6/11  
 Authorized Signature - Agency \_\_\_\_\_ Date

For Board of Examiners Yes  No

*Lease #9*

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada Department of Transportation  
 1325 Airmotive Way, Suite 240  
 Reno, Nevada 89502  
 contact: Patricia W.  
 phone:(775) 688-1253 fax: (775) 688-1255

2. Name of Lessor: Airport Gardens Investors, LLC  
 contact: Jeffery Lowden  
 phone; (775) 827-6700 fax: (775) 827-6702  
 jeff@skywestservices.com

3. Address of Lessor: 1325 Airmotive Way, Suite 175  
 Reno, Nevada 89502

4. Address of Lease property: Crew 904  
 1325 Airmotive Way, Suite 240  
 Reno, Nevada 89502

a. Square Footage: 2,403 useable square feet

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,571.21	12	\$30,854.52	January 1, 2012 - December 31, 2012	\$1.070
\$2,571.21	12	\$30,854.52	January 1, 2013 - December 31, 2013	\$1.070
	24	\$61,709.04		

c. Total Lease Consideration:

d. Rental Adjustments: None

e. Term: Two (2) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.50 - \$1.70

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 4660

5. Purpose of the lease: To house the Department of Transportation, Highway Crew 904 in Reno *at the same cost*

6. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

*AS THE PRIOR LEASE, WHICH IS CONSIDERABLY BELOW CURRENT RENO MARKET LEASE RATES.*

a. Estimated moving expenses: n/a      Furnishings: n/a      Data/Phones: n/a

Remarks: Leasing Services renegotiated this 2 year Full Service lease for \$1.07, which is considerably below current Reno market lease rates.

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 OFFICE OF THE ASSISTANT  
 BUDGET AND PLANNING DIVISION

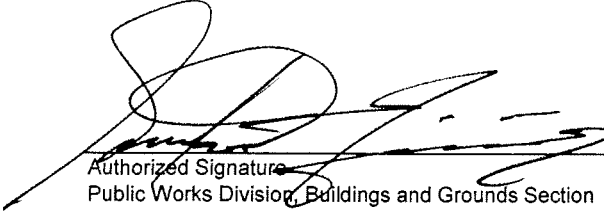
*Lease #10*




STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19871008700
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [ X ] INC [ ] CORP [ ] LLP [ ]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No

  
 Authorized Signature \_\_\_\_\_ Date 12-13-11  
 Public Works Division, Buildings and Grounds Section

  
 Authorized Signature - Agency \_\_\_\_\_ Date 12/13/11

LL For Board of Examiners Yes  No

*Lease # 10*

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 12/15/11
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada Department of Transportation  
 123 West Nye Lane, Suite 102  
 Carson City, NV 89706  
 contact: Rudy Malfabon  
 phone:(702) 385-6506 fax: (775) 888-8390  
 rmalfabon@dot.state.nv.us

2. Name of Lessor: Nye Lane Properties  
 contact: Paul Deane, Manager  
 phone; (775) 742-3509 fax: (775) 786-0984  
 paul.deane@yahoo.com

3. Address of Lessor c/o Mallard Investment Management, Inc  
 3490 Southampton Drive  
 Reno, Nevada 89509

4. Address of Lease property: Crew 907 - contact: Jeff Farmer (775) 687-3367  
 Crew 911 - contact Tara Cufflin (775) 687-3376  
 123 West Nye Lane, Suite 102 & 105

a. Square Footage: 3,609 square feet

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$0.00	2	\$0.00	January 1, 2012 - February 29, 2012	\$0.000
\$4,691.70	10	\$46,917.00	March 1, 2012 - December 31, 2012	\$1.300
\$4,691.70	12	\$56,300.40	January 1, 2013 - December 31, 2013	\$1.300
	24	\$103,217.40		

c. Total Lease Consideration:

d. Rental Adjustments

e. Term:

f. Option to renew:

g. Utilities:

h. Janitorial:

i. Major repairs:

j. Minor repairs:

k. Taxes:

l. Comparable Market Rate:

m. Specific termination clause in lease:

n. Lease will be paid for by Agency Budget Account Number:

None
Two (2) Years
Yes
Lessor
Lessor
Lessor
Lessor
Lessor
\$1.30 - \$1.50
Breach/Default lack of funding
4660

5. Purpose of the lease: To house the Department of Transportation, Highway Crews 907 & 911 at a savings of

6. This lease constitutes:

- An extension of an existing lease
  - An addition to current facilities (requires a remark)
  - A relocation (requires a remark)
  - A new location (requires a remark)
  - Remodeling only
  - Other
- approx. \$32,800 over the two year period*

a. Estimated moving expenses: n/a

Furnishings: n/a

Data/Phones: n/a

Remarks:

Two separate leases were combined into one.  
 Leasing Services negotiated this 2 year Full Service lease, with 2 months free rent, for \$1.30 per square foot. Previous rental rate of \$1.330 per square foot, did not include utilities or janitorial, estimated to be an additional \$.330 per square feet or \$1.66 per square foot.  
 Suite 102 - 1,568 sf + Suite 105 - 2,041sf = 3,609 total square feet

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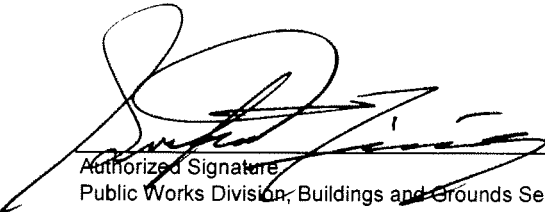
DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION


*Lease #11*

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19941064933
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [ ] INC [ X ] CORP [ ] LLP [ ]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No <input checked="" type="checkbox"/> X
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> X No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> X No _____
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> X No _____

 12-13-11  
 Authorized Signature \_\_\_\_\_ Date  
 Public Works Division, Buildings and Grounds Section

 12/13/11  
 Authorized Signature - Agency \_\_\_\_\_ Date

LL  
 For Board of Examiners      Yes       X  
     No     

Lease #11

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **10877** Amendment Number: **1**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **MELISSA PIASECKI MD PC**

Agency Code: **030** Contractor Name: **MELISSA PIASECKI MD PC**

Appropriation Unit: **1031-10** Address: **561 KEYSTONE AVE STE 104**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89503-4304**

If "No" please explain: Not Applicable Contact/Phone: **MELISSA PIASECKI 775/722/1077**

Vendor No.: **T27018059**

NV Business ID: **NV20051422118**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/26/2010**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2012**Contract term: **3 years and 97 days**4. Type of contract: **Contract**Contract description: **Expert Witness**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides expert testimony and evaluation in connection with pending litigations, including, but not limited to, reviewing documents, records, hearing transcripts, letters, memorandums, electronically recorded and collected data, and all other material or media relevant to arriving at opinions and conclusions in connection with pending litigations. This amendment increases the maximum amount from \$9,900 to \$19,900; extends the termination date from June 30, 2012 to June 30, 2013 and changes the scope of work from evaluating a particular federal habeas case to providing expert services for cases that require a licensed psychiatrist to review records and testify.**

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$9,900.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$10,000.00
4.	New maximum contract amount:	\$19,900.00
	and/or the termination date of the original contract has changed to:	06/30/2013

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This is the first amendment to the contract to provide expert testimony and evaluation of documents, records, hearing transcripts, letters, etc. in order to determine the competency of petitioners in pending litigations with 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 required expertise to provide the expert evaluation that this contracted licensed psychiatrist can provide.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

The contractor was a referral from another deputy attorney general, in addition to being under contract with the Attorney General's Office for the past 1 1/2 years and the contractor has received high recommendations from both deputy attorney generals.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	11/23/2011 15:08:33 PM
Division Approval	clesli1	11/29/2011 08:27:11 AM
Department Approval	chowle	11/29/2011 12:55:51 PM
Contract Manager Approval	shanshew	11/29/2011 13:05:58 PM
Budget Analyst Approval	csawaya	12/01/2011 15:12:37 PM
Team Lead Approval	jmurph1	12/14/2011 10:06:49 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:06:53 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>11521</b>	Amendment Number: <b>3</b>
Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: <b>David Hellerstein, MD PhD</b>
Agency Code: <b>030</b>	Contractor Name: <b>David Hellerstein, MD PhD</b>
Appropriation Unit: <b>1348-15</b>	Address: <b>1417 Tanglewood Drive</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Placerville, CA 95667</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>David Hellerstein, MD PhD 530/642-8952</b>
	Vendor No.:
	NV Business ID: <b>NV20101570140</b>

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Insurance Premium Trust Fund</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/07/2010**

    Anticipated BOE meeting date: 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **2 years and 297 days**

4. Type of contract: **Contract**

Contract description: **Expert**

5. Purpose of contract:

**This is the third amendment to the original contract, which provides assistance to counsel involving medical conditions and medical treatment for individuals in legal confinement by reviewing and analyzing medical records, offering medical opinions, preparing written reports, charts and summaries. The vendor will assist the counsel by offering expert opinions and testifying at depositions and trial. This amendment increases the maximum amount from \$69,990.00 to \$89,990.00 due to a continued need for their services on a particular case.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,990.00
2. Total amount of any previous contract amendments:	\$60,000.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$89,990.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

An expert/consultant is needed to provide consultation, assistance, analysis, preparation of documents and possibly testify at trial.

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

There are no State employees with this kind of expertise.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

This vendor was chosen in preference to others due to his expertise in this type of potential claims/lawsuits against the State of Nevada. Expert witnesses are specifically excluded in NAC 333.150.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	12/07/2011 10:01:33 AM
Division Approval	clesli1	12/07/2011 10:28:32 AM
Department Approval	chowle	12/07/2011 10:50:23 AM
Contract Manager Approval	dgrass	12/13/2011 08:52:25 AM
Budget Analyst Approval	csawaya	12/13/2011 17:03:24 PM
Team Lead Approval	jmurph1	12/14/2011 10:13:08 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:13:11 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12904**

Agency Name: **ATTORNEY GENERAL'S OFFICE**  
Agency Code: **030**  
Appropriation Unit: **1348-15**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: Trial Science  
Contractor Name: **Trial Science**  
Address: **730 Sandhill Road, Ste. 105**  
City/State/Zip: **Reno, NV 89521**  
Contact/Phone: null775/786-1894  
Vendor No.: T81083055  
NV Business ID: NV19831016684

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Insurance Premium Trust Fund</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **2 years and 171 days**

4. Type of contract: **Contract**

Contract description: **Expert Witness**

5. Purpose of contract:

**This is a new contract to provide focus groups and mock trials, develop openings and themes, create and analyze supplemental questionnaires, and services related to jury selection and case consultation for a potential and/or for future lawsuits against the State.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: not to exceed \$24,000 per fiscal year; invoiced when services are rendered and per Fee Schedule

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Trial Science has provided previous professional services to the Attorney General's Office and they have the skill sets that are needed for potential and/or future lawsuits against the State of Nevada.

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

The office doesn't have the staffing or the expertise that this vendor has that is needed.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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



They were one of the three vendors that were solicited who would be able to provide us the services and the fees that were solicited.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Attorney General's Office did have a contract with Trial Science in the past and they have provided the agency with satisfactory work.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	12/07/2011 10:01:12 AM
Division Approval	clesli1	12/07/2011 10:29:10 AM
Department Approval	chowle	12/07/2011 10:51:38 AM
Contract Manager Approval	dgrass	12/13/2011 09:22:26 AM
Budget Analyst Approval	csawaya	12/13/2011 16:42:49 PM
Team Lead Approval	jmurph1	12/14/2011 10:10:56 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:11:00 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: **12910**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1050-08**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Michael Neil O'Callaghan, CHTD

Contractor Name: **Michael Neil O'Callaghan, CHTD**Address: **2011 Park Way North**City/State/Zip: **Las Vegas, NV 89106**

Contact/Phone: null702-383-1140

Vendor No.:

NV Business ID: NV21000639203

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2014**Contract term: **2 years and 356 days**4. Type of contract: **Contract**Contract description: **Michael O'Callaghan**

5. Purpose of contract:

**This is a new contract to provide for the enforcement of the provisions of the Nevada Uniform Securities Act (NRS 90.211 et seq.) and regulations which govern the offer, sale, purchase, and registration of securities, as well as the licensing of securities industry professionals and provisions of the Nevada Commodities Code (NRS 91.010 et seq.) which governs the offer, sale and purchase of commodities. This contractor will plan, organize, manage and coordinate civil and administrative enforcement activities; prepare and review subpoenas and administrative orders; represent the Division at enforcement hearings; maintain appropriate records and reports; initiate investigations; conduct legal research and prepare legal documents for case submission; and assist with the drafting of statutes, regulations, and internal policies and procedures. Fulfillment of duties may require in state and out of state travel.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$287,875.00**

Payment for services will be made at the rate of \$7,930.00 per month

Other basis for payment: upon receipt of monthly invoices detailing hours worked @ rate of \$45.00 per hour not to exceed \$287,875 as follows \$50,000 in FY 12; \$95,150 in FY 13; \$95,150 in FY 14; \$47,575 in FY 15.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Vacancy of the Securities Chief of Enforcement Position (PCN 0167) and the lack of qualified candidates requires contracting these duties to an independent contractor with legal expertise in order to comply with the enforcement of the provisions of the Nevada Uniform Securities Act (NRS 90.2011 et seq.) and the Nevada Commodities Code (NRS 91.010 et seq.)

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

State employees lack the time, resources and dedicated legal expertise to conduct these type of enforcement activities, investigations, and research necessary to enforce the provisions of the Nevada Uniform Securities Act (NRS 90.2011 et seq.) and the Nevada Commodities Code (NRS 91.010 et seq.)

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

This Contractor has appropriate industry expertise and experience with State of Nevada's enforcement of the provisions of the Nevada Uniform Securities Act (NRS 90.2011 et seq.) and the Nevada Commodities Code (NRS 91.010 et seq.) This necessary background and expertise allows Contractor to respond to State's needs quickly without any lengthy and costly startup period or learning curve

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pdover	12/07/2011 15:30:05 PM
Division Approval	pdover	12/07/2011 15:30:15 PM
Department Approval	pdover	12/07/2011 15:30:19 PM
Contract Manager Approval	vmccormi	12/07/2011 15:32:52 PM
Budget Analyst Approval	jstrandb	12/15/2011 09:48:14 AM
Team Lead Approval	jmurph1	12/21/2011 14:33:06 PM
BOE Agenda Approval	jmurph1	12/21/2011 14:33:11 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: **11830** Amendment Number: **1**

Agency Name: **SECRETARY OF STATE'S OFFICE** Legal Entity Name: **Advanced Data Systems Inc**

Agency Code: **040** Contractor Name: **Advanced Data Systems Inc**

Appropriation Unit: **1051-15** Address: **1789 E COLLEGE PKWY 128**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89706-7976**

If "No" please explain: **Not Applicable** Contact/Phone: **Sharon McCloskey 775-883-4007 775-883-4007**

Vendor No.: **T80911277**

NV Business ID: **NV19821012593**

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/31/2012**

Termination Date:

Contract term: **2 years**4. Type of contract: **Provider Agreement**Contract description: **ADS**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides offsite computer maintenance and technical support service of voter data provided to the Secretary of State for Help America Vote Act (HAVA) for thirteen (13) Nevada Counties: Churchill, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, and White Pine. This amendment increases the maximum amount from \$25,000 to \$95,150 due to a change in the scope of work to include a project for the development and implementation of web services for the thirteen Nevada counties to expand the Nevada On-line Voter Access registration.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$25,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$70,150.00
4. New maximum contract amount:	\$95,150.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This work needs to be done in order to maintain compliance with the Help America Vote Act (HAVA) mandated grant requirements.

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

State employees do not have the necessary background, expertise with the Nevada Voting system, time or equipment necessary to perform the required support as dictated by the available funding over the bienium.

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?

Prior service with this vendor was born out of the failed multi-million dollar contract with Covansys in 2006. Secretary of State services with this vendor have not exceeded \$25,000 in any one year during prior services from January 1, 2007 to December 31, 2010. As a result there is a definite cost savings compared to the Covansys contract.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

Yes If "Yes", please explain

Agreement with Secretary of State Jan 1, 2007- December 31, 2009 and Jan 1, 2009 to December 31,2010 for same service  
 Current Contract with Secretary of State effective 2/8/2011 to 12/31/2012.

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

January 1, 2007 to December 31, 2009 and January 1, 2009 to December 31, 2010 for Secretary of State. Service was satisfactory

Current Contract with Secretary of State effective 2/8/2011 to 12/31/2012. Service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pdover	12/06/2011 16:21:30 PM
Division Approval	pdover	12/06/2011 16:21:34 PM
Department Approval	pdover	12/06/2011 16:21:37 PM
Contract Manager Approval	vmccormi	12/06/2011 16:23:06 PM
Budget Analyst Approval	jstrandb	12/07/2011 11:20:16 AM
Team Lead Approval	jmurph1	12/14/2011 10:15:40 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:15:44 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12888**

Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>Active Plumbing Inc</b>
Agency Code: <b>082</b>	Contractor Name: <b>Active Plumbing Inc</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>3261 South Highland Dr Ste 609</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89109-1027</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Eddie Schmitt 702-438-3357</b>
	Vendor No.: <b>T27029235</b>
	NV Business ID: <b>NV19971331437</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2012-2016</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Buildings &amp; Grounds building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**  
Anticipated BOE meeting date: **01/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/09/2016**  
Contract term: **4 years and 9 days**

4. Type of contract: **Contract**  
Contract description: **Plumbing**

5. Purpose of contract:

**This is a new contract to provide ongoing plumbing services for various State owned buildings in the Las Vegas area, on an as needed bases and at the request and approval of a Buildings and Grounds designee.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: straight time \$114.00 per hour, per plumber in Las Vegas, North Las Vegas, Henderson and Boulder City, an additional \$150.00 one time service charge per call to the cities of Pahrump, Laughlin, Mesquite, Searchlight, Primm, Indian Springs and Blue Diamond; Plumbers helper \$65.00 per hour; Normal business hours are 6:00 a.m. through 5:00 p.m., an additional \$20.00 per hour, per plumber for after hours calls; Service charge of \$29.00 for each job; material is billed out at retail prices

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**It is necessary for plumbing in State buildings to be in working condition for the safety of employees and visitors.**

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

**Lack of manpower.**

9. Were quotes or proposals solicited? **No**  
Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple contracts for plumbing services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 10/15/2011 Anticipated re-bid date: 10/14/2015

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/12/2011 11:58:15 AM
Division Approval	kaplin	12/12/2011 11:58:20 AM
Department Approval	kaplin	12/12/2011 11:58:23 AM
Contract Manager Approval	kaplin	12/12/2011 11:58:27 AM
Budget Analyst Approval	jrodrig9	12/14/2011 11:59:42 AM
Team Lead Approval	cwatson	12/15/2011 13:05:18 PM
BOE Agenda Approval	cwatson	12/15/2011 13:05:22 PM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **10837** Amendment Number: **2**  
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **BUILDING CONTROL SERVICES INC**  
 Agency Code: **082** Contractor Name: **BUILDING CONTROL SERVICES INC**  
 Appropriation Unit: **1349-12** Address: **8521 WHITE FIR ST STE C1A**  
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89523**  
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/826-8998**  
 Vendor No.: **T27001755**  
 NV Business ID: **NV20021383335**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings &amp; Grounds building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/13/2010**  
 Anticipated BOE meeting date: **01/2012**  
 Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/31/2014**  
 Contract term: **3 years and 353 days**

4. Type of contract: **Contract**  
 Contract description: **Control Systems**

5. Purpose of contract:  
**This is the second amendment to the original contract, which provides ongoing maintenance and service for Allerton temperature control systems. This amendment increases the maximum amount from \$105,000 to \$185,000 for repairs and upgrades on the heating and air conditioning systems for various State buildings, as needed, and upon the request and approval of a Buildings and Grounds designee.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$30,000.00
2. Total amount of any previous contract amendments:	\$75,000.00
3. Amount of current contract amendment:	\$80,000.00
4. New maximum contract amount:	\$185,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**The need to keep building temperatures in proper working condition.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**Lack of manpower and expertise.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 100210**

**Approval Date: 02/16/2010**

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

Sole Source

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 02/01/2010 Anticipated re-bid date: 02/01/2014

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2010-2011, Buildings & Grounds, service satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/02/2011 15:27:32 PM
Division Approval	kaplin	12/02/2011 15:27:35 PM
Department Approval	kaplin	12/02/2011 15:27:39 PM
Contract Manager Approval	kaplin	12/02/2011 15:27:42 PM
Budget Analyst Approval	jrodrig9	12/08/2011 16:10:29 PM
Team Lead Approval	cwatson	12/19/2011 10:05:32 AM
BOE Agenda Approval	cwatson	12/19/2011 10:05:36 AM



BRIAN SANDOVAL  
GOVERNOR

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
515 East Musser Street, Suite 300  
Carson City, Nevada 89701  
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:  
# 100210B

Amendment 2

GREG SMITH  
Purchasing Administrator

## SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

James R. Moore, HVAC 3  
Division of State Public Works, Buildings and Grounds Section  
515 E. Musser St., Suite 102  
Carson City, NV 89701  
775 684-1810 (P)  
[jrmoore@admin.nv.gov](mailto:jrmoore@admin.nv.gov)

- b. Vendor contact information:

Tom Hulbert  
Building Control Services, Inc.  
8521 White Fir St., Suite C-1a  
Reno, NV 89523  
775 826-8998 (Ofc. P)  
775 826-3524 (F)  
[tom@bcsnv.com](mailto:tom@bcsnv.com)  
NV LIC. #54993  
CA LIC. #826860

**RECEIVED**

DEC 02 2011

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

- c. Type of waiver requested:  Sole or single source  Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Maintenance, repair, and parts supply for Allerton control systems in various state owned buildings in northern Nevada.

3. Describe the unique qualification required for the service or good to be purchased:

Building Control Services, Inc. (BCS) is the only dealer in Northern Nevada who can service Allerton control systems and the only dealer found in northern Nevada to supply said parts.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

BCS is the only northern Nevada representative for Allerton control systems.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Other companies bidding would have to go through BCS for parts necessary for repair which would increase the price. Other companies would not have the experienced staff to work on these controls which would cost the state money for them to learn, not to mention down time of our equipment.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

BCS is the only dealer in northern Nevada to carry the parts needed for Allerton control systems.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Rates are comparable and competitive with other control contractors in the area.

8. What is the estimated value and length of the contract, amendment or request?  
\$80,000 added to contract, no change in length of contract

a. New contract Y  N

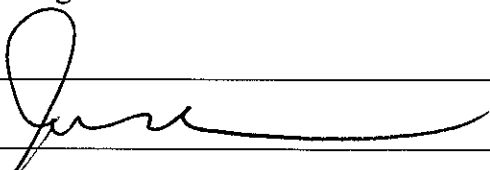
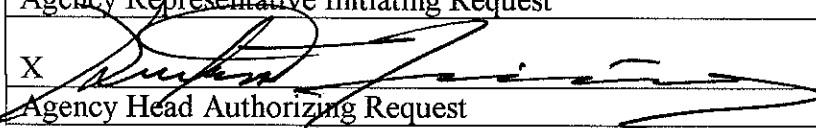
b. Amendment Y  N  Amendment No. Two  
{provide copy of previous waiver(s)}

SPWD-Buildings and Grounds hereby requests approval for Building Control Services, Inc.  
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	 R.B.E.	11/16/11
	Agency Representative Initiating Request	Date
X		11-16-11
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The

signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	_____ N/A _____	_____
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X	Shannon Beny BOE	11/29/11
	Administrator, Purchasing Division	Date

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5792** Amendment Number: **2**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Johnson Controls, Inc**

Agency Code: **082** Contractor Name: **Johnson Controls, Inc**

Appropriation Unit: **1349-12** Address: **3645 W Oquendo Ave, Suite 100**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89118**

If "No" please explain: **Not Applicable** Contact/Phone: **null7758732200**

Vendor No.: **T10346500**

NV Business ID: **NV19571000769**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings &amp; Grounds building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2008**

Anticipated BOE meeting date: **01/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **10/31/2012**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:

**This is the second amendment to the original contract, which provides ongoing back-up heating and air conditioning maintenance/service and repair on the HVAC systems at the Grant Sawyer Building located at 555 East Washington Avenue, Las Vegas, NV. In addition, the contractor will also provide service to various buildings located in the Las Vegas and Reno/Carson City areas upon the request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$390,648.84 to \$458,148.84 due to unanticipated HVAC system expenditures for repairs and upgrades.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$349,183.84
2. Total amount of any previous contract amendments:	\$41,465.00
3. Amount of current contract amendment:	\$67,500.00
4. New maximum contract amount:	\$458,148.84

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Heating and air conditioning equipment must be serviced, maintained and repaired on a regular basis for employee and visitor safety.

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

Lack of manpower.

9. Were quotes or proposals solicited? Yes  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

1) The Evaluation Committee chose Carrier Corporation based on the overall highest scoring and Johnson Controls had the second highest scoring on RFP No. 1055. Therefore, Johnson Controls is BACK-UP for the RFP No. 1055 services.  
 2) Contractor will provide extra services to various buildings in the Las Vegas and Reno/Carson City areas per Amendment One to this contract.

d. Last bid date: 05/01/2008 Anticipated re-bid date: 05/01/2012

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2011, Buildings and Grounds, Service Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/16/2011 11:30:22 AM
Division Approval	kaplin	12/16/2011 11:30:26 AM
Department Approval	kaplin	12/16/2011 11:30:30 AM
Contract Manager Approval	kaplin	12/16/2011 11:30:33 AM
Budget Analyst Approval	jrodrig9	12/16/2011 16:10:38 PM
Team Lead Approval	cwatson	12/19/2011 10:16:11 AM
BOE Agenda Approval	cwatson	12/19/2011 10:16:16 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **CONV6100** Amendment Number: **2**  
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Precision Pump, Inc**  
 Agency Code: **082** Contractor Name: **Precision Pump, Inc**  
 Appropriation Unit: **1349-12** Address: **4214 Bertsons**  
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89103**  
 If "No" please explain: **Not Applicable** Contact/Phone: **null7028731178**  
 Vendor No.: **PUR0003928**  
 NV Business ID: **NV19931024002**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings &amp; Grounds building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2009**  
 Anticipated BOE meeting date: **01/2012**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/31/2013**  
 Contract term: **4 years**

4. Type of contract: **Contract**  
 Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:  
**This is the second amendment to the original contract, which provides ongoing repairs and service to pumps and motors for various State building sites in the Las Vegas area, on an as needed basis and at the request and approval of Buildings and Grounds. This amendment increases the maximum amount from \$14,999 to \$29,999 for required maintenance and repair projects and updates the insurance.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$5,000.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$29,999.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
State buildings require motor and pump services for safety issues.

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

9. Were quotes or proposals solicited? **No**



Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple pump and motor contractors on file with Buildings and Grounds. Per SAM 0338.0, each contractor will be contacted to submit bids on available jobs.

d. Last bid date: 04/01/2009 Anticipated re-bid date: 03/31/2013

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2009-2011, Buildings & Grounds

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/12/2011 11:52:29 AM
Division Approval	kaplin	12/12/2011 11:52:34 AM
Department Approval	kaplin	12/12/2011 11:52:37 AM
Contract Manager Approval	kaplin	12/12/2011 11:52:43 AM
Budget Analyst Approval	jrodrig9	12/14/2011 12:19:44 PM
Team Lead Approval	cwatson	12/15/2011 13:06:30 PM
BOE Agenda Approval	cwatson	12/15/2011 13:06:36 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **10760** Amendment Number: **1**  
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **UNIFIRST CORP**  
 Agency Code: **082** Contractor Name: **UNIFIRST CORP**  
 Appropriation Unit: **1349-12** Address: **568 PARKSON RD**  
 Is budget authority available?: **Yes** City/State/Zip: **HENDERSON, NV 89011-4022**  
 If "No" please explain: **Not Applicable** Contact/Phone: **null702/565-8791**  
 Vendor No.: **T81041809**  
 NV Business ID: **NV19951059577**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2010**  
 Anticipated BOE meeting date **01/2012**

Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved **02/28/2012**  
 Termination Date:  
 Contract term: **4 years**

4. Type of contract: **Contract**  
 Contract description: **Floor Mats**

5. Purpose of contract:  
**This is the first amendment to the original contract, which provides ongoing standard and scraper floor mat services to various State buildings in the Las Vegas area on a bi-weekly basis and may vary upon the written request and approval of a Buildings and Grounds designee. This amendment extends the termination date from February 28, 2012 to February 28, 2014 and increases the maximum amount from \$7,708 to \$14,416 due to the extension.**

**6. CONTRACT AMENDMENT**

- 1. The maximum amount of the original contract: \$7,708.00
- 2. Total amount of any previous contract amendments: \$0.00
- 3. Amount of current contract amendment: \$6,708.00
- 4. New maximum contract amount: \$14,416.00  
 and/or the termination date of the original contract has changed to: 02/28/2014

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**The mats are used for safety reasons.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**Lack of manpower, equipment and product.**

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?

Unifirst Corp was the lowest bidder. Only two companies responded.

d. Last bid date: 01/02/2010 Anticipated re-bid date: 01/02/2014

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2010-2011, Buildings and Grounds, services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/02/2011 15:24:58 PM
Division Approval	kaplin	12/02/2011 15:25:03 PM
Department Approval	kaplin	12/02/2011 15:25:09 PM
Contract Manager Approval	kaplin	12/02/2011 15:25:16 PM
Budget Analyst Approval	jrodrig9	12/08/2011 15:56:07 PM
Team Lead Approval	cwatson	12/15/2011 13:36:34 PM
BOE Agenda Approval	cwatson	12/15/2011 13:36:39 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12879**

Agency Name: **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: **VORTEX INDUSTRIES INC**  
 Contractor Name: **VORTEX INDUSTRIES INC**  
 Address: **4175 S CAMERON ST STE 6**  
 City/State/Zip: **LAS VEGAS, NV 89103**  
 Contact/Phone: null702/222-9135  
 Vendor No.: T27009348A  
 NV Business ID: NV19941094581

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Buildings and Grounds building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**  
 Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/09/2016**  
 Contract term: **4 years and 9 days**

4. Type of contract: **Contract**  
 Contract description: **Door Installations**

5. Purpose of contract:

**This is a new contract to provide ongoing door installation services such as overhead roll up doors, hollow metal and wood doors, personnel and glass doors, overhead doors, roof hatches, access and floor doors, and bullet resistant doors and windows for various State buildings in the Las Vegas area. Services will be on an as needed bases and at the request and approval of a Buildings and Grounds designee.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Straight time \$54.00 per half hour, OT \$81.00 per half hour and double time \$108.00 per half hour for a single man; straight time \$30.00 per half hour, OT \$45.00 per half hour and double time \$60.00 per half hour per helper; normal working hours Monday through Friday 7:30 a.m. to 4:30 p.m.; OT starts Monday through Friday at 4:31 p.m. through 8:30 p.m. and Saturday 7:30 a.m. through 4:30 p.m.; double time is all other times and holidays; materials are 20% off list price (material invoice requested with bill)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**It is necessary for doors and entry ways to State buildings to be in working condition for the safety of employees and visitors.**

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

**Lack of manpower and equipment.**

9. Were quotes or proposals solicited? **No**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple contracts for overhead door services on file. Per SAM 0338.0, each contractor will be contracted to submit bids for available jobs.

d. Last bid date: 10/15/2011 Anticipated re-bid date: 10/14/2015

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2011, Department of Employment Training and Rehabilitation, Service Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/15/2011 14:55:28 PM
Division Approval	kaplin	12/15/2011 14:55:31 PM
Department Approval	kaplin	12/15/2011 14:55:34 PM
Contract Manager Approval	kaplin	12/15/2011 14:55:37 PM
Budget Analyst Approval	jrodrig9	12/15/2011 16:27:09 PM
Team Lead Approval	cwatson	12/19/2011 10:17:08 AM
BOE Agenda Approval	cwatson	12/19/2011 10:17:12 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: **12892**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
Agency Code: **082**  
Appropriation Unit: **1566-18**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **TERRACON CONSULTANTS INC**  
Contractor Name: **TERRACON CONSULTANTS INC**  
Address: **750 PILOT RD STE F**  
City/State/Zip: **LAS VEGAS, NV 89119**  
Contact/Phone: **null702/597-9393**  
Vendor No.: **T81038978A**  
NV Business ID: **NV20041426032**

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>91.00 %</b>	<b>X</b> Bonds	<b>4.00 % proceeds from sale of bonds</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>5.00 % transfer from capital projects fund</b>

Agency Reference #: **15935**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **01/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2013**

Contract term: **1 year and 180 days**

4. Type of contract: **Contract**

Contract description: **Misc Serv Agr**

5. Purpose of contract:

**This is a new contract to provide professional miscellaneous services for the Nevada Army National Guard Field Maintenance shop and CCST/WMD Readiness Center Civil site improvements; Project no. 09-C13; Contract No. 15935.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,485.00**

Other basis for payment: **monthly progress payments on services provided**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2009 CIP**

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

**Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 07:56:29 AM
Division Approval	dgrimm	12/06/2011 07:56:32 AM
Department Approval	dgrimm	12/06/2011 07:56:35 AM
Contract Manager Approval	dgrimm	12/06/2011 16:07:58 PM
Budget Analyst Approval	jrodrig9	12/08/2011 20:56:41 PM
Team Lead Approval	cwatson	12/15/2011 13:43:46 PM
BOE Agenda Approval	cwatson	12/15/2011 13:43:51 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:	<b>CONV4910</b>	Amendment Number:	<b>5</b>
Agency Name:	<b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>JVC Architects</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>JVC Architects</b>
Appropriation Unit:	<b>1567-13</b>	Address:	<b>5385 S Cameron #15</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89118</b>
If "No" please explain:	Not Applicable		
		Contact/Phone:	null7028713416
		Vendor No.:	T27007825
		NV Business ID:	NV19931066659

To what State Fiscal Year(s) will the contract be charged? **2008-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>67.00 % sale of bonds</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>33.00 % 30% University system receipts 3% transfer from capital project funds</b>

Agency Reference #: 2559

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2007**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **5 years and 230 days**

4. Type of contract: **Contract**

Contract description: **Architectural Professional Design Services**

5. Purpose of contract:

**This is the fifth amendment to the original contract, which provides ongoing architectural/engineering services for the Veterans Cemetery Expansion Planning; Boulder City, Nevada; Project No. 07-P05 and 09-C18; Contract No. 2559. This amendment increases the maximum amount from \$455,957 to \$479,447 and provides additional services to implement the agency's Primavera Project Management software during the construction of the project.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$262,760.00
2. Total amount of any previous contract amendments:	\$193,197.00
3. Amount of current contract amendment:	\$23,520.00
4. New maximum contract amount:	\$479,477.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2007 and 2009 CIP**

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

**Professional Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**



9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

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 this project. Currently under contract for this work.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 09:10:25 AM
Division Approval	dgrimm	12/06/2011 09:10:29 AM
Department Approval	dgrimm	12/06/2011 16:08:56 PM
Contract Manager Approval	dgrimm	12/06/2011 16:09:00 PM
Budget Analyst Approval	jrodrig9	12/14/2011 12:42:35 PM
Team Lead Approval	cwatson	12/15/2011 12:58:53 PM
BOE Agenda Approval	cwatson	12/15/2011 12:58:58 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12837**Agency Name: **STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1579-29**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: **5155 W PATRICK LN STE 100**City/State/Zip: **LAS VEGAS, NV 89118-2828**

Contact/Phone: null702/362-9200

Vendor No.: T80928382

NV Business ID: NV20091413391

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>84.00 %</b>	<b>X</b> Bonds	<b>16.00 % proceeds from sale of bonds</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 8311

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2015**Contract term: **3 years and 211 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Svcs**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services to replace vehicle exhaust systems - Northern Nevada Army National Guard Field Maintenance Shop/CSMS Buildings; Project No. 11-M05; Contract No. 8311.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,200.00**

Other basis for payment: Monthly progress payments on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2011 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 14:15:02 PM
Division Approval	dgrimm	12/06/2011 14:15:05 PM
Department Approval	dgrimm	12/06/2011 14:15:07 PM
Contract Manager Approval	dgrimm	12/06/2011 16:10:58 PM
Budget Analyst Approval	cwatson	12/15/2011 13:41:34 PM
Team Lead Approval	cwatson	12/15/2011 13:41:37 PM
BOE Agenda Approval	cwatson	12/15/2011 13:41:41 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12835**Agency Name: **STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1579-30**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: MELROY ENGINEERING INC DBA

Contractor Name: **MELROY ENGINEERING INC DBA**Address: **MSA ENGINEERING CONSULTANTS  
7115 AMIGO ST STE 110**City/State/Zip: **LAS VEGAS, NV 89119**

Contact/Phone: null702/896-1133

Vendor No.: T27003716

NV Business ID: NV19971093631

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **90.00 %** **X** Bonds **10.00 % proceeds from sale of bonds**

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 10854

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2015**Contract term: **3 years and 211 days**4. Type of contract: **Contract**Contract description: **Arch/engr Servs**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services to install an emergency generator at the Army Aviation Support Facility, Project No. 11-M06; Contract No. 10854.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,700.00**

Other basis for payment: monthly progress payments on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2011 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 14:59:38 PM
Division Approval	dgrimm	12/06/2011 14:59:41 PM
Department Approval	dgrimm	12/06/2011 14:59:44 PM
Contract Manager Approval	dgrimm	12/06/2011 16:07:21 PM
Budget Analyst Approval	jrodrig9	12/08/2011 16:15:55 PM
Team Lead Approval	cwatson	12/15/2011 13:40:44 PM
BOE Agenda Approval	cwatson	12/15/2011 13:40:48 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: **12898**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
Agency Code: **082**  
Appropriation Unit: **1585-16**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **FARR WEST ENGINEERING**  
Contractor Name: **FARR WEST ENGINEERING**  
Address: **5442 LONGLEY LN STE B**  
City/State/Zip: **RENO, NV 89511-3297**  
Contact/Phone: null775/851-4788  
Vendor No.: T81102795  
NV Business ID: NV20011242988

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>99.80 % proceeds from sale of bonds</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>0.20 % transfer from capital project fund</b>

Agency Reference #: 15518

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract provide professional architectural/engineering services for the Stewart Indian Colony Fire Protection Water Source Planning Project; Project No. 11-S03(5); Contract No. 15518.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Other basis for payment: monthly progress payments on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

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

Professional Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 10:45:00 AM
Division Approval	dgrimm	12/06/2011 10:45:05 AM
Department Approval	dgrimm	12/06/2011 16:18:11 PM
Contract Manager Approval	dgrimm	12/06/2011 16:18:13 PM
Budget Analyst Approval	jrodrig9	12/08/2011 20:49:02 PM
Team Lead Approval	cwatson	12/15/2011 13:42:28 PM
BOE Agenda Approval	cwatson	12/15/2011 13:42:32 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 CONTRACT

1. Contract Number: **12899**

Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>HARRIS CONSULTING ENGINEERS</b>
Agency Code: <b>082</b>	Contractor Name: <b>HARRIS CONSULTING ENGINEERS LLC</b>
Appropriation Unit: <b>1585-10</b>	Address: <b>6630 SURREY ST STE 100</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89119</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null702/269-1575</b>
	Vendor No.: <b>T27003439</b>
	NV Business ID: <b>NV20011085889</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2012-2015</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % transfer from capital projects fund</b>

Agency Reference #: 16618

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services to separate the fire/smoke system and upgrade the HVAC system - Grant Sawyer Office Building; Project no. 11-M08A; Contract 16616.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$61,860.00**

Other basis for payment: monthly progress payments on services provided

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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



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

demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 08:36:36 AM
Division Approval	dgrimm	12/06/2011 08:36:38 AM
Department Approval	dgrimm	12/06/2011 09:01:40 AM
Contract Manager Approval	dgrimm	12/06/2011 16:06:51 PM
Budget Analyst Approval	jrodrig9	12/08/2011 20:55:39 PM
Team Lead Approval	cwatson	12/15/2011 13:43:07 PM
BOE Agenda Approval	cwatson	12/15/2011 13:43:11 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: **12894**

Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>HERSHENOW &amp; KLIPPENSTEIN</b>
Agency Code: <b>082</b>	Contractor Name: <b>HERSHENOW &amp; KLIPPENSTEIN</b>
Appropriation Unit: <b>1593-16</b>	Address: <b>ARCHITECTS INC</b>
Is budget authority available?: <b>Yes</b>	<b>5485 RENO CORPORATE DR STE 100</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89511-2262</b>
	Contact/Phone: <b>null775/332-6640</b>
	Vendor No.: <b>T80984709</b>
	NV Business ID: <b>NV19941047730</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2012-2015</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>90.00 %</b>	<b>X Other funding</b>	<b>10.00 % transfer from Dept. of Motor Vehicles</b>
Agency Reference #:	15284		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract to provide professional architectural services for the Department of Motor Vehicles - South Reno Facility - Advance Planning through schematic design; Project No. 11-E02; Contract No. 15284.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$255,000.00**

Other basis for payment: monthly progress payments on services provided.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 13:13:32 PM
Division Approval	dgrimm	12/06/2011 13:13:35 PM
Department Approval	dgrimm	12/06/2011 13:13:37 PM
Contract Manager Approval	dgrimm	12/06/2011 16:17:46 PM
Budget Analyst Approval	jrodrig9	12/08/2011 20:54:09 PM
Team Lead Approval	cwatson	12/19/2011 10:14:29 AM
BOE Agenda Approval	cwatson	12/19/2011 10:14:33 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: **12897**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
 Agency Code: **082**  
 Appropriation Unit: **1593-17**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **TATE SNYDER KIMSEY ARCHITECTS**  
 Contractor Name: **TATE SNYDER KIMSEY ARCHITECTS LTD**  
 Address: **709 VALLE VERDE CT**  
 City/State/Zip: **HENDERSON, NV 89014**  
 Contact/Phone: **null702/456-3000**  
 Vendor No.: **T80883470**  
 NV Business ID: **NV19821003232**

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>90.00 %</b>	<b>X Other funding</b>	<b>10.00 % transfer from Dept. of Motor Vehicles</b>
Agency Reference #:	15280		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Department of Motor Vehicles Las Vegas Advanced Planning & Site Acquisition; Project No. 11-E04; Contract No. 15280.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$199,080.00**

Other basis for payment: **monthly progress payments on services provided**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2011 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/06/2011 09:25:24 AM
Division Approval	dgrimm	12/06/2011 09:25:27 AM
Department Approval	dgrimm	12/06/2011 09:25:30 AM
Contract Manager Approval	dgrimm	12/06/2011 16:19:22 PM
Budget Analyst Approval	jrodrig9	12/08/2011 20:57:46 PM
Team Lead Approval	cwatson	12/19/2011 10:15:20 AM
BOE Agenda Approval	cwatson	12/19/2011 10:15:23 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12903**

Agency Name: <b>COMMISSION ON TOURISM</b>	Legal Entity Name: <b>HCC CORPORATION DBA</b>
Agency Code: <b>101</b>	Contractor Name: <b>HCC CORPORATION DBA</b>
Appropriation Unit: <b>1522-31</b>	Address: <b>HYATT REGENCY LAKE TAHOE 111 COUNTRY CLUB DRIVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>INCLINE VILLAGE, NV 89451</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>DEBBIE CHRISTIE 775/886-6688</b>
	Vendor No.: <b>T27014055A</b>
	NV Business ID: <b>NV19891010619</b>
To what State Fiscal Year(s) will the contract be charged? <b>2012</b>	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Lodging Tax</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **04/30/2012**

Contract term: **29 days**

4. Type of contract: **Contract**

Contract description: **2012 Rural Roundup**

5. Purpose of contract:

**This is a new contract to provide the site for the 2012 Rural Roundup Conference to be held in Incline Village, Nevada April 18-20, 2012. The conference location was predetermined by the Rural Roundup Committee and requires over 200 hotel rooms and at least 5 meeting rooms with a large seating capacity.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,000.00**

Other basis for payment: The full contract amount is payable upon submission of a final itemized billing after the conference.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Commission on Tourism is the host for the yearly Rural Roundup Conference.

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

N/A - this contract will provide a location to hold the 2012 Rural Roundup Conference, so it is not a service that can 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 110809**

**Approval Date: 08/23/2011**

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

Per email correspondence with Terry Jones, Office & Finance Manager at the Incline Village and Crystal Bay Visitor's Bureau, the Hyatt Regency Lake Tahoe is the only location in Incline Village that can accomodate the large Rural Roundup Conference.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	12/05/2011 15:43:37 PM
Division Approval	kwilliam	12/05/2011 15:43:40 PM
Department Approval	kwilliam	12/05/2011 15:43:43 PM
Contract Manager Approval	kwilliam	12/09/2011 08:21:00 AM
Budget Analyst Approval	knielsen	12/09/2011 08:52:59 AM
Team Lead Approval	knielsen	12/09/2011 08:53:03 AM
BOE Agenda Approval	cwatson	12/15/2011 13:04:29 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
GOVERNOR

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

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

Purchasing Use Only;  
# 110809

GREG SMITH  
Purchasing Administrator

## SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Commission on Tourism  
Kari Frilot, Rural Grants Manager, 775-687-0620, kfrilot@travelnevada.com

- b. Vendor contact information:

Hyatt Regency Lake Tahoe Resort, Spa and Casino  
Debbie Christie, Director Group Sales  
111 Country Club Drive  
Incline Village, NV 89451  
775-886-6688  
Debbie.christie@hyatt.com

- c. Type of waiver requested:  Sole or single source  Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

The required service is to provide a location for the 2012 Rural Roundup Conference to be held in Incline Village Nevada, April 18-20, 2012.

3. Describe the unique qualification required for the service or good to be purchased:

The Rural Roundup conference requires over 200 hotel rooms and at least 5 meeting rooms with high seating capacity. Additionally, the location must be in Incline Village Nevada as predetermined by the Rural Roundup committee.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The Hyatt Regency Lake Tahoe Resort is the only resort in Incline Village that can accommodate a large conference (see #6 below and attached email as backup).

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If this waiver request is denied, the Nevada Commission on Tourism would not have a proper location to host the 2012 Rural Roundup Conference, a conference that is vital to the mission of the agency.



6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

Per an email from Terry Jones, Office & Finance Manager at the Incline Village and Crystal Bay Visitor's Bureau, Hyatt is the only location that can support the large quantity of Rural Roundup guests (see email attached).

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The Hyatt Regency Lake Tahoe Resort has a set rate for conference packages, which is actually higher than the amount of this proposed contract. However, since the Hyatt is the only location available to meet our needs, they have agreed to provide their services, meeting rooms, hotel rooms, etc. within our allotted budget. Since this is an annual conference that is held at different locations within Nevada, the Nevada Commission on Tourism has paid the same amount for the same event at other Nevada properties for previous Rural Roundup conferences.

8. What is the estimated value and length of the contract, amendment or request?

\$32,000

Length: 1 month, April 1, 2012 - April 30, 2012 (actual date of event: April 18-20, 2012)

a. New contract Y  N

b. Amendment Y  N  Amendment No. \_\_\_\_\_  
{provide copy of previous waiver(s)}

Nevada Commission on Tourism  
Requesting agency

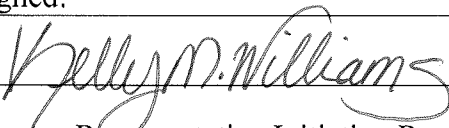
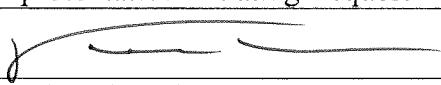
hereby requests approval for

Hyatt Regency Lake Tahoe  
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	8/17/11
Agency Representative Initiating Request	Date
X 	8/18/11
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.


Signed:

X N/A	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X 	8-23-11
Administrator, Purchasing Division	Date

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>12691</b>	Amendment Number: <b>1</b>
Agency Name: <b>COMM ON ECONOMIC DEVELOPMENT</b>	Legal Entity Name: <b>BOARD OF REGENTS-NVIE</b>
Agency Code: <b>102</b>	Contractor Name: <b>BOARD OF REGENTS-NVIE</b>
Appropriation Unit: <b>1526-19</b>	Address: <b>800 Haskell Street, Ste 217</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89509</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/784-1935</b>
To what State Fiscal Year(s) will the contract be charged? <b>2012</b>	Vendor No.: <b>D35000809</b>
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	NV Business ID: <b>Governmental Entity</b>

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Dept of Employment, Training &amp; Rehab (State Career Enhancement Prg Funds)</b>

Agency Reference #: 102

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/08/2011**  
 Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **234 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Train NV Businesses**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides training for employees of Nevada businesses. This amendment increases the maximum amount from \$500,000 to \$750,000 due to an increase of available funds from the State Career Enhancement Program with the Department of Employment, Training and Rehabilitation.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$500,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$250,000.00
4. New maximum contract amount:	\$750,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 231.068 grants for programs for occupational education; accounting of money appropriated for awarding grants.

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

GOED does not employ staff whose responsibilities are to provide training, only to connect workers to training opportunities.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Interlocal contract

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

Yes If "Yes", please explain

Interlocal Agreement

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	12/07/2011 16:50:17 PM
Division Approval	mstenger	12/07/2011 16:50:19 PM
Department Approval	mstenger	12/07/2011 16:50:22 PM
Contract Manager Approval	mstenger	12/12/2011 11:36:13 AM
Budget Analyst Approval	jmurph1	12/14/2011 10:04:17 AM
Team Lead Approval	jmurph1	12/14/2011 10:04:20 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:04:24 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12877**

Agency Name: **OFFICE OF VETERAN'S SERVICES**  
Agency Code: **240**  
Appropriation Unit: **2561-04**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **Progressive Industries**  
Contractor Name: **Progressive Industries**  
Address: **2733 N. Pulaski Rd.**  
City/State/Zip: **Chicago, IL 60639**  
Contact/Phone: **Neil O'Donnell 773-763-9566**  
Vendor No.: **T29017362**  
NV Business ID: **NV2919283070**

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>50.00 % Patient Collections; Federal Funds = Medicaid Charges</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2014**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Oxygen Tanks**

5. Purpose of contract:

**This is a new contract to provide ongoing small oxygen tank delivery to the Nevada State Veterans Home. The contractor will provide weekly delivery of small (E-tank) oxygen tanks to the Home for use by individual residents as they move about the Home.**

6. NEW CONTRACT

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

Other basis for payment: Charge will be \$3.30 for each oxygen tank delivered and \$4.95 per month rental for all tanks held at the end of the month.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Respiratory therapy services are required by Federal and State laws pertaining to Long Term Care Facilities.**

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

**There are no State Agencies that can provide portable oxygen tanks.**

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?

Better price; new tank configuration.

d. Last bid date: 11/01/2011 Anticipated re-bid date: 11/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Progressive has been providing bulk oxygen to NSVH for several years. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalme5	12/05/2011 12:43:40 PM
Division Approval	jpalme5	12/05/2011 12:43:44 PM
Department Approval	jpalme5	12/05/2011 12:43:47 PM
Contract Manager Approval	mnobles	12/05/2011 16:23:08 PM
Budget Analyst Approval	jrodrig9	12/08/2011 20:45:32 PM
Team Lead Approval	cwatson	12/19/2011 10:03:23 AM
BOE Agenda Approval	cwatson	12/19/2011 10:03:27 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12901**

Agency Name:	<b>HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE</b>	Legal Entity Name:	<b>BOARD OF REGENTS, NSHE</b>
Agency Code:	<b>400</b>	Contractor Name:	<b>BOARD OF REGENTS, NSHE</b>
Appropriation Unit:	<b>3200-19</b>	Address:	<b>4505 S. MARYLAND PARKWAY</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>LAS VEGAS, NV 89154-1055</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>MARCIE JACKSON 702-895-1357</b>
		Vendor No.:	<b>D35000813</b>
		NV Business ID:	<b>GOVERNMENTAL ENTITY</b>

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Slot Tax</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**Although the BOE will not be reviewing the agreement until 1/10/12, DHHS requests that it takes effect 1/1/12. During the first half of FY12, UNLV-IGI provided services under the auspices of a grant. DHHS fiscal staff deemed that an interlocal agreement was a more appropriate funding method. DHHS was unable to get the documents in place for the December BOE as the principal investigator was unavailable and his participation in development of the budget and SOW was essential.**

3. Termination Date: **06/30/2012**Contract term: **180 days**4. Type of contract: **Interlocal Agreement**Contract description: **Data Collection**

5. Purpose of contract:

**This is a new interlocal agreement that will allow the Department of Health and Human Services (DHHS) to continue its relationship with the UNLV International Gaming Institute (UNLV-IGI). Since 2007, UNLV-IGI has collected data and done research associated with state-funded problem gambling treatment programs under the auspices of a grant. As of July 1, 2011, UNLV-IGI's work included the collection of encounter data that is used by DHHS to pay treatment providers. The arrangement is an essential element of the Problem Gambling Treatment Strategic Plan, which includes not only treatment standards but also a fee-for-service rate reimbursement schedule. The evolution of the relationship between DHHS and UNLV-IGI now requires an interlocal agreement rather than a grant.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,086.00**

Other basis for payment: Invoices payable within thirty (30) days of receipt and upon approval by DHHS grants management staff.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The arrangement between DHHS and UNLV-IGI is essential to the payment system set forth in the Problem Gambling Treatment Strategic Plan. UNLV-IGI collects encounter data from state-funded problem gambling treatment providers and generates payment reports from its database.**

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

The database was created by UNLV-IGI for the express purpose of collecting problem gambling data and has been in use for at least four years. System maintenance and upgrades are done by UNLV-IGI staff and contractors who are familiar with the database, and the graduate students who manage the information stored in the database have knowledge and expertise in problem gambling. No one in the DHHS Grants Management Unit has similar experience.

9. Were quotes or proposals solicited? 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?

UNLV-IGI was the only vendor to submit a proposal.

d. Last bid date: 12/01/2011 Anticipated re-bid date: 01/13/2012

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

UNLV-IGI has worked on a grant-funded basis for DHHS steadily since 2007. Their performance is outstanding.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	12/05/2011 13:47:59 PM
Division Approval	bvale1	12/05/2011 13:48:02 PM
Department Approval	mtorvine	12/06/2011 16:07:32 PM
Contract Manager Approval	asilv1	12/06/2011 16:13:23 PM
Budget Analyst Approval	rhage1	12/07/2011 12:55:45 PM
Team Lead Approval	jteska	12/19/2011 14:46:16 PM
BOE Agenda Approval	jteska	12/19/2011 14:46:20 PM
BOE Final Approval	Pending	



TO: Bonnie Callahan, Administrative Services Officer  
Department of Health and Human Services

FROM: Laurie Olson, Chief  
DHHS Grants Management Unit

DATE: December 5, 2011

SUBJECT: RETROACTIVE CONTRACT FOR UNLV-IGI

The DHHS Grants Management Unit (GMU) is requesting that the contract for services to be rendered by the International Gaming Institute at the University of Nevada Las Vegas (UNLV-IGI) take effect January 1, 2012, even though the Board of Examiners will not be reviewing the contract until its meeting on January 10, 2012.

During the first two quarters of FY12, UNLV-IGI provided services under the auspices of a grant. Since the services directly support the payment process for problem gambling treatment grantees, DHHS fiscal staff deemed that an interlocal contract was a more appropriate funding method.

Unfortunately, the GMU was unable to get all of the contract documents in place in time for the December BOE meeting. The principal investigator at UNLV-IGI, Dr. Bo Bernhard, was out of the country presenting at a conference in November and, when he returned, he needed to attend to a family emergency. His participation in development of the budget and scope of work for this contract was essential.

I would greatly appreciate approval of a retroactive interlocal contract for UNLV-IGI, and I would be happy to provide any other information you need.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12867**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: Clark County
Agency Code: <b>403</b>	Contractor Name: <b>Clark County</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>500 S. Grand Central Parkway</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89155</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-455-3530
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

<b>This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services</b>
---

3. Termination Date: **06/30/2016**Contract term: **5 years and 1 day**4. Type of contract: **Revenue Contract**Contract description: **IP & OP Hospital Svc**

5. Purpose of contract:

<b>This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Clark County to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state government owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount for inpatient and outpatient services.</b>
--

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$217,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.
--

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

State employees are doing this work.
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9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable
----------------

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Several contracts with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:40:58 PM
Division Approval	llamborn	11/28/2011 12:41:02 PM
Department Approval	mtorvine	12/06/2011 13:22:26 PM
Contract Manager Approval	dkingsle	12/06/2011 15:27:03 PM
Budget Analyst Approval	nhovden	12/12/2011 09:11:18 AM
Team Lead Approval	jteska	12/19/2011 13:50:54 PM
BOE Agenda Approval	jteska	12/19/2011 13:50:57 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor


STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
Director

CHARLES DUARTE  
Administrator

November 18, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator   
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Clark County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Clark County. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12868**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: Clark County
Agency Code: <b>403</b>	Contractor Name: <b>Clark County</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>500 S. Grand Central Parkway</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89155</b>
If "No" please explain: Not Applicable	Contact/Phone: null702-455-3530
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

<b>This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.</b>
--

3. Termination Date: **06/30/2016**Contract term: **5 years and 1 day**4. Type of contract: **Revenue Contract**Contract description: **GME Graduate Med Ed**

5. Purpose of contract:

<b>This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Clark County to support and fund the non-federal share of the supplemental Graduate Medical Education (GME) program for non-state government owned and operated teaching hospitals.</b>
---

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.
---

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

State employees are doing this work.
--------------------------------------

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable
----------------

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Several contracts with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:07:54 AM
Division Approval	llamborn	11/30/2011 09:07:58 AM
Department Approval	mtorvine	12/06/2011 13:22:45 PM
Contract Manager Approval	dkingsle	12/06/2011 15:26:45 PM
Budget Analyst Approval	nhovden	12/12/2011 10:52:09 AM
Team Lead Approval	jteska	12/19/2011 11:10:02 AM
BOE Agenda Approval	jteska	12/19/2011 11:10:06 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
Director

CHARLES DUARTE  
Administrator

November 18, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

Handwritten signatures of Elizabeth A. L. and Charles Duarte.

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Clark County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Clark County. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12882**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: Humboldt County Hospital District
Agency Code: <b>403</b>	Contractor Name: <b>Humboldt County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>118 East Haskell Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Winnemucca, NV 89445</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-623-5222
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.**

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Humboldt County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$650,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Humboldt County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable



b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing UPL contract with satisfactory service

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:09:37 AM
Division Approval	llamborn	11/30/2011 09:09:40 AM
Department Approval	mtorvine	12/02/2011 17:17:03 PM
Contract Manager Approval	dkingsle	12/06/2011 15:28:40 PM
Budget Analyst Approval	nhovden	12/12/2011 10:03:34 AM
Team Lead Approval	jteska	12/19/2011 13:05:15 PM
BOE Agenda Approval	jteska	12/19/2011 13:05:18 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
Director

CHARLES DUARTE  
Administrator

November 28, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Humboldt County Hospital District Interlocal

DHCFP is seeking approval to enter a retroactive Interlocal contract with Humboldt County Hospital District. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

*Elizabeth Quielle  
for Charles Duarte*

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>12129</b>	Amendment Number: <b>1</b>
Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Humboldt County Hospital District</b>
Agency Code: <b>403</b>	Contractor Name: <b>Humboldt County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>118 East Haskell Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Winnemucca, NV 89445</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-623-5222</b>
	Vendor No.:
	NV Business ID: <b>Government Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2012-2016</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Intergovernmental Transfer (IGT)</b>

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**  
 Anticipated BOE meeting date 12/2011  
 Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**  
 Contract term: **5 years and 1 day**  
 4. Type of contract: **Revenue Contract**  
 Contract description: **UPL Supplemental**

5. Purpose of contract:  
**This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Humboldt County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$600,000.00 to \$3,550,000.00.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$600,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$2,950,000.00
4. New maximum contract amount:	\$3,550,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

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

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:43:14 PM
Division Approval	llamborn	11/28/2011 12:43:18 PM
Department Approval	mtorvine	12/06/2011 13:25:09 PM
Contract Manager Approval	dkingsle	12/06/2011 15:24:41 PM
Budget Analyst Approval	nhovden	12/09/2011 09:37:26 AM
Team Lead Approval	nhovden	12/09/2011 16:18:19 PM
BOE Agenda Approval	jteska	12/19/2011 14:04:38 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12885**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: Lander County Hospital District
Agency Code: <b>403</b>	Contractor Name: <b>Lander County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>535 South Humboldt</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Battle Mountain, NV 89820</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-735-2550
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.**

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lander County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$180,000.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Lander County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing UPL contract with satisfactory service

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:08:32 AM
Division Approval	llamborn	11/30/2011 09:08:34 AM
Department Approval	mtorvine	12/02/2011 17:18:38 PM
Contract Manager Approval	dkingsle	12/06/2011 15:29:12 PM
Budget Analyst Approval	nhovden	12/12/2011 10:17:50 AM
Team Lead Approval	jteska	12/19/2011 11:17:00 AM
BOE Agenda Approval	jteska	12/19/2011 11:17:02 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
Director

CHARLES DUARTE  
Administrator

November 28, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Lander County Hospital District Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Lander County Hospital District. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

*Elizabeth A. Wells  
for Charles Duarte*

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>12194</b>	Amendment Number: <b>1</b>
Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Lander County Hospital District</b>
Agency Code: <b>403</b>	Contractor Name: <b>Lander County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>535 South Humboldt Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Battle Mountain, NV 89520</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-735-2550</b>
	Vendor No.:
	NV Business ID: <b>Government Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2012-2016</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Intergovernmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Interlocal Agreement**

Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lander County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state government owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$5,000.00 to \$415,000.00.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$410,000.00
4. New maximum contract amount:	\$415,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state government owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.



9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:43:42 PM
Division Approval	llamborn	11/28/2011 12:43:45 PM
Department Approval	mtorvine	12/06/2011 13:26:01 PM
Contract Manager Approval	dkingsle	12/06/2011 15:24:23 PM
Budget Analyst Approval	nhovden	12/12/2011 09:33:45 AM
Team Lead Approval	jteska	12/19/2011 13:20:45 PM
BOE Agenda Approval	jteska	12/19/2011 13:20:51 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12883**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: Lincoln County Hospital District
Agency Code: <b>403</b>	Contractor Name: <b>Lincoln County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>PO Box 1010</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Caliente, NV 89008</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-726-3171
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.**

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lincoln County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Lincoln County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing UPL contract with satisfactory service

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:07:22 AM
Division Approval	llamborn	11/30/2011 09:07:25 AM
Department Approval	mtorvine	12/02/2011 17:17:29 PM
Contract Manager Approval	dkingsle	12/06/2011 15:28:58 PM
Budget Analyst Approval	nhovden	12/12/2011 10:05:45 AM
Team Lead Approval	jteska	12/19/2011 12:56:30 PM
BOE Agenda Approval	jteska	12/19/2011 12:56:33 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
*Director*

CHARLES DUARTE  
*Administrator*

November 28, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Lincoln County Hospital District Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Lincoln County Hospital District. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

*Charles Duarte*  
*Charles Duarte*

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12238** Amendment Number: **1**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Lincoln County Hospital District**

Agency Code: **403** Contractor Name: **Lincoln County Hospital District**

Appropriation Unit: **3157-00** Address: **PO Box 1010**

Is budget authority available?: **Yes** City/State/Zip: **Caliente, NV 89008**

If "No" please explain: **Not Applicable** Contact/Phone: **null775-726-3171**

Vendor No.:

NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **UPL Supplement**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer funds from Lincoln County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state government owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$25,000.00 to \$193,000.00.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$25,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$168,000.00
4. New maximum contract amount:	\$193,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with DHCFP and satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	12/06/2011 13:31:00 PM
Division Approval	llamborn	12/06/2011 13:31:05 PM
Department Approval	mtorvine	12/06/2011 13:32:35 PM
Contract Manager Approval	dkingsle	12/06/2011 15:23:50 PM
Budget Analyst Approval	nhovden	12/09/2011 16:47:02 PM
Team Lead Approval	jteska	12/19/2011 14:35:57 PM
BOE Agenda Approval	jteska	12/19/2011 14:36:01 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12859**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Lyon County School District</b>
Agency Code: <b>403</b>	Contractor Name: <b>Lyon County School District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>25 E. Goldfield Avenue</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Yerington, NV 89447-2315</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-463-6800</b>
	Vendor No.:
	NV Business ID: <b>Government Entity</b>

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % County provides non-federal share</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive due to the delay in the Medicaid Management Information System (MMIS) provider enrollment process. This aligns the contract period with the MMIS provider account through our fiscal agent, Magellan Medicaid Administration (MMA).**

3. Termination Date: **06/30/2014**

Contract term: **3 years**

4. Type of contract: **Revenue Contract**

Contract description: **School Based Service**

5. Purpose of contract:

**This is a new interlocal agreement to continue to receive Inter-Governmental Transfer (IGT) funds from the school district to fund the State's share to establish school-based Medicaid services and to provide medical screening and diagnostic services for children who are Nevada Medicaid/Checkup eligible.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$710,242.50**

Payment for services will be made at the rate of \$236,747.50 per State Fiscal Year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Medicaid eligible children have need for medical treatment services, medical screening and diagnostic services.

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

The work is being performed at the county level through the school districts.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Prior contract with DHCFP 1998-2010 with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:06:55 AM
Division Approval	llamborn	11/30/2011 09:06:58 AM
Department Approval	mtorvine	11/30/2011 15:32:03 PM
Contract Manager Approval	dkingsle	12/06/2011 15:29:33 PM
Budget Analyst Approval	nhovden	12/12/2011 10:57:05 AM
Team Lead Approval	jteska	12/19/2011 11:00:52 AM
BOE Agenda Approval	jteska	12/19/2011 11:00:56 AM
BOE Final Approval	Pending	





Brian Sandoval  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**

1100 E. William Street, Suite 116  
Carson City, Nevada 89701

MICHAEL J. WILLDEN  
Director

CHARLES DUARTE  
Administrator

November 28, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

From: Dorrie A Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Lyon County School District

*Elizabeth A. Aelle for  
Charles Duarte*

DHCFP is seeking approval to enter a retroactive contract with the Lyon County School District. This contract was prepared as quickly as possible and if approved, becomes effective July 1, 2011.

This contract is retroactive due to the delay in the Medicaid Management Information System (MMIS) provider enrollment process. This aligns the contract period with the MMIS provider account through our fiscal agent, Magellan Medicaid Administration (MMA).

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12866**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: Mineral County Hospital District
Agency Code: <b>403</b>	Contractor Name: <b>Mineral County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>PO Box 1510</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Hawthorne, NV 89415</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-945-2461
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.**

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from the Mineral County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$120,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from the Mineral County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:08:59 AM
Division Approval	llamborn	11/30/2011 09:09:02 AM
Department Approval	mtorvine	12/02/2011 17:16:32 PM
Contract Manager Approval	dkingsle	12/06/2011 15:28:24 PM
Budget Analyst Approval	nhovden	12/12/2011 10:30:18 AM
Team Lead Approval	jteska	12/19/2011 11:11:45 AM
BOE Agenda Approval	jteska	12/19/2011 11:11:49 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
*Director*

CHARLES DUARTE  
*Administrator*

November 18, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

A handwritten signature in cursive script that reads "Charles Duarte" with a flourish underneath.

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Mineral County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Mineral County. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>12126</b>	Amendment Number: <b>1</b>
Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Mineral County Hospital District</b>
Agency Code: <b>403</b>	Contractor Name: <b>Mineral County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>PO Box 1510</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Hawthorne, NV 89415</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-945-2461</b>
	Vendor No.:
	NV Business ID: <b>Government Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2012-2016</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Intergovernmental Transfer (IGT)</b>

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**  
 Anticipated BOE meeting date **12/2011**  
 Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**  
 Contract term: **5 years and 1 day**  
 4. Type of contract: **Revenue Contract**  
 Contract description: **UPL Supplemental**

5. Purpose of contract:  
**This is the first amendment to the original interlocal agreement to receive Inter-Governmental transfer (IGT) funds from Mineral County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$300,000.00 to \$605,000.00**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$300,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$305,000.00
4. New maximum contract amount:	\$605,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

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

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:42:30 PM
Division Approval	llamborn	11/28/2011 12:42:32 PM
Department Approval	mtorvine	12/06/2011 13:24:22 PM
Contract Manager Approval	dkingsle	12/06/2011 15:24:59 PM
Budget Analyst Approval	nhovden	12/09/2011 16:04:59 PM
Team Lead Approval	jteska	12/19/2011 14:12:48 PM
BOE Agenda Approval	jteska	12/19/2011 14:12:53 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12881**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Pershing County Hospital District</b>
Agency Code: <b>403</b>	Contractor Name: <b>Pershing County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>PO Box 661</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Lovelock, NV 89419</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-273-2621</b>
	Vendor No.:
	NV Business ID: <b>Government Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.**

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Pershing County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$240,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Pershing County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing UPL Contract with satisfactory service

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:10:07 AM
Division Approval	llamborn	11/30/2011 09:10:10 AM
Department Approval	mtorvine	12/02/2011 17:16:07 PM
Contract Manager Approval	dkingsle	12/06/2011 15:28:08 PM
Budget Analyst Approval	nhovden	12/12/2011 09:47:51 AM
Team Lead Approval	jteska	12/19/2011 13:13:46 PM
BOE Agenda Approval	jteska	12/19/2011 13:13:49 PM
BOE Final Approval	Pending	





BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
Director

CHARLES DUARTE  
Administrator

November 28, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Pershing County Hospital District Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Pershing County Hospital District. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

*Charles M. Aiello for Charles Duarte*

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12192** Amendment Number: **1**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Pershing County Hospital District**

Agency Code: **403** Contractor Name: **Pershing County Hospital District**

Appropriation Unit: **3157-00** Address: **PO Box 661**

Is budget authority available?: **Yes** City/State/Zip: **Lovelock, NV 89419**

If "No" please explain: **Not Applicable** Contact/Phone: **null775-273-2621**

Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Intergovernmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date: **12/2011**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Pershing County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$150,000.00 to \$695,000.00.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$150,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$545,000.00
4. New maximum contract amount:	\$695,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

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

**State employees are doing this work.**

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with DHCFP with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:41:32 PM
Division Approval	llamborn	11/28/2011 12:41:35 PM
Department Approval	mtorvine	12/06/2011 13:24:01 PM
Contract Manager Approval	dkingsle	12/06/2011 15:25:59 PM
Budget Analyst Approval	nhovden	12/12/2011 09:01:54 AM
Team Lead Approval	jteska	12/19/2011 13:47:13 PM
BOE Agenda Approval	jteska	12/19/2011 13:47:17 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12884**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: South Lyon Hospital District
Agency Code: <b>403</b>	Contractor Name: <b>South Lyon Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>31 South Main Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Yerington, NV 89447</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-463-6531
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.**

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from South Lyon Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.**

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 Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from South Lyon Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing UPL contract with satisfactory service

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:10:34 AM
Division Approval	llamborn	11/30/2011 09:10:37 AM
Department Approval	mtorvine	12/02/2011 17:15:37 PM
Contract Manager Approval	dkingsle	12/06/2011 15:27:49 PM
Budget Analyst Approval	nhovden	12/12/2011 09:42:57 AM
Team Lead Approval	jteska	12/19/2011 13:17:22 PM
BOE Agenda Approval	jteska	12/19/2011 13:17:27 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
Director

CHARLES DUARTE  
Administrator

November 28, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for South Lyon County Hospital District Interlocal

DHCFP is seeking approval to enter a retroactive Interlocal contract with South Lyon County Hospital District. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

*Elizabeth Cialle Sr*  
*Charles Duarte*

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12223** Amendment Number: **1**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **South Lyon Hospital District**

Agency Code: **403** Contractor Name: **South Lyon Hospital District**

Appropriation Unit: **3157-00** Address: **31 South Main Street**

Is budget authority available?: **Yes** City/State/Zip: **Yerington, NV 89447**

If "No" please explain: **Not Applicable** Contact/Phone: **null775-463-6531**

Vendor No.:

NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date: **01/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **UPL Supplement**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from South Lyon Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$55,000.00 to \$420,000.00.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$55,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$365,000.00
4. New maximum contract amount:	\$420,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

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

**State employees are doing this work.**

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:44:14 PM
Division Approval	llamborn	11/28/2011 12:44:17 PM
Department Approval	mtorvine	12/06/2011 13:23:35 PM
Contract Manager Approval	dkingsle	12/06/2011 15:25:24 PM
Budget Analyst Approval	nhovden	12/09/2011 16:50:22 PM
Team Lead Approval	jteska	12/19/2011 14:03:02 PM
BOE Agenda Approval	jteska	12/19/2011 14:03:05 PM



### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12880**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: White Pine County Hospital District
Agency Code: <b>403</b>	Contractor Name: <b>White Pine County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>1500 Avenue H</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Ely, NV 89301</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-289-3001
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This interlocal agreement is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.**

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Voluntary Contributn**

5. Purpose of contract:

**This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from White Pine County Hospital District for the voluntary contributions which is calculated based on the inpatient and outpatient services for the non-state governmentally owned and operated hospital.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$900,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from White Pine County Hospital District to pay the nonfederal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing UPL Contract with satisfactory service

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/30/2011 09:11:03 AM
Division Approval	llamborn	11/30/2011 09:11:06 AM
Department Approval	mtorvine	12/02/2011 17:14:05 PM
Contract Manager Approval	dkingsle	12/06/2011 15:27:28 PM
Budget Analyst Approval	nhovden	12/12/2011 10:23:14 AM
Team Lead Approval	jteska	12/19/2011 11:13:36 AM
BOE Agenda Approval	jteska	12/19/2011 11:13:39 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
*Director*

CHARLES DUARTE  
*Administrator*

November 28, 2011

To: Nikki Hovden, Budget Analyst IV  
Division of Budget and Planning

Through: Charles Duarte, Administrator  
Division of Health Care Financing and Policy

*Elizabeth Cuiello*  
*Charles Duarte*

From: Dorrie Kingsley, Management Analyst III  
Division of Health Care Financing and Policy

Subject: Retroactive Memo for White Pine County Hospital District Interlocal

DHCFP is seeking approval to enter a retroactive Interlocal contract with White Pine County Hospital District. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>12202</b>	Amendment Number: <b>1</b>
Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>White Pine County Hospital District</b>
Agency Code: <b>403</b>	Contractor Name: <b>White Pine County Hospital District</b>
Appropriation Unit: <b>3157-00</b>	Address: <b>1500 Avenue H</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Ely, NV 89301</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-289-3001</b>
	Vendor No.:
	NV Business ID: <b>Government Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Intergovernmental Transfer (IGT)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 12/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**  
Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from White Pine County Hospital District to support and fund the non-federal share of the supplemental Upper Payment Limit (UPL) program for non-state governmentally owned and operated hospitals, paying the difference between Medicaid payments and the Medicare amount. This amendment adds outpatient hospital services that qualify for supplemental payments, revises calculation methodology for inpatient services, specifies additional payment terms, and increases contract authority from \$275,000.00 to \$2,750,000.00.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$275,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$2,475,000.00
4. New maximum contract amount:	\$2,750,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

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

State employees are doing the work.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:41:58 PM
Division Approval	llamborn	11/28/2011 12:42:01 PM
Department Approval	mtorvine	12/06/2011 13:23:07 PM
Contract Manager Approval	dkingsle	12/06/2011 15:25:42 PM
Budget Analyst Approval	nhovden	12/09/2011 14:56:45 PM
Team Lead Approval	jteska	12/19/2011 14:32:27 PM
BOE Agenda Approval	jteska	12/19/2011 14:32:32 PM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12900**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: Health Management Systems, Inc.
Agency Code: <b>403</b>	Contractor Name: <b>Health Management Systems, Inc.</b>
Appropriation Unit: <b>3158-04</b>	Address: <b>5615 High Point Drive</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Irving, TX 75038</b>
If "No" please explain: Not Applicable	Contact/Phone: null214-453-3140
	Vendor No.:
	NV Business ID: NV20091229345

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>50.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Contract**

Contract description: **RAC Audit/Recovery**

5. Purpose of contract:

**This is a new contract to provide audit and recovery of inappropriate Medicaid payments in compliance with the Centers for Medicare and Medicaid Services Final Rule.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,400,000.00**

Other basis for payment: 8.75% contingency fee on actual overpayment recoveries and \$100 flat fee on identifications of underpayment over \$500

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Mandated by 42 CFR 455.500 Subpart F

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

State employees are performing this work but Federal regulations require that each state contract with a Recovery Audit Contractor to perform these functions that will supplement the effort of State employees.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

After thorough evaluation of all submitted proposals, this vendor was determined to be the most qualified and financially able to perform the work.

d. Last bid date: 08/01/2011 Anticipated re-bid date: 08/31/2016

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

HMS has been a subcontractor to the DHCFFP fiscal agent, Magellan Medicaid Administration from 1-1-03 through 12-4-11 and their work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	12/07/2011 10:48:34 AM
Division Approval	llamborn	12/07/2011 10:48:38 AM
Department Approval	mtorvine	12/07/2011 14:07:24 PM
Contract Manager Approval	dkingsle	12/07/2011 16:04:45 PM
Budget Analyst Approval	nhovden	12/12/2011 11:34:18 AM
Team Lead Approval	jteska	12/19/2011 10:11:36 AM
BOE Agenda Approval	jteska	12/19/2011 10:11:40 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **10160** Amendment Number: **8**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Amerigroup Nevada, Inc.**

Agency Code: **403** Contractor Name: **Amerigroup Nevada, Inc.**

Appropriation Unit: **3243-12** Address: **4425 Corporation Lane**

Is budget authority available?: **Yes** City/State/Zip: **Virginia Beach, VA 23462**

If "No" please explain: **Not Applicable** Contact/Phone: **null757-202-7143**

Vendor No.:

NV Business ID: **NV20051537996**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	<b>44.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>56.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2009**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **4 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Provide Managed Care**

## 5. Purpose of contract:

**This is the eighth amendment to the original contract that provides managed health services to qualified Medicaid and Children's Health Insurance Program (CHIPRA) recipients. This amendment extends the contract term from June 30, 2012 to June 30, 2013 and increases contract authority from \$495,554,329.59 to \$761,765,047.54.**

## 6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$361,844,301.00
2.	Total amount of any previous contract amendments:	\$133,710,028.59
3.	Amount of current contract amendment:	\$266,210,717.95
4.	New maximum contract amount:	\$761,765,047.54
	and/or the termination date of the original contract has changed to:	06/30/2013

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

**Managed care services are an effective cost containment strategy to provide health care services approved by CMS**

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

**The State does not have resources available 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

It is required by Statute to maintain two vendor contracts for these services. Due to the termination of one vendor contract, it was determined to be in the State's best interest to enter into negotiations with the next highest scoring vendor from the original solicitation.

d. Last bid date: 06/01/2006 Anticipated re-bid date: 01/16/2012

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is the eighth amendment to an existing contract between DHCFP and Amerigroup.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	12/20/2011 11:22:56 AM
Division Approval	llamborn	12/20/2011 11:22:59 AM
Department Approval	mtorvine	12/21/2011 17:10:27 PM
Contract Manager Approval	dkingsle	12/22/2011 14:59:54 PM
Budget Analyst Approval	nhovden	12/28/2011 11:32:08 AM
Team Lead Approval	jteska	12/28/2011 15:30:16 PM
BOE Agenda Approval	jteska	12/28/2011 15:30:20 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12856**

Agency Name: **HEALTH DIVISION**  
 Agency Code: **406**  
 Appropriation Unit: **3194-00**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **CHURCHILL, COUNTY OF**  
 Contractor Name: **CHURCHILL, COUNTY OF**  
 Address: **CHURCHILL COUNTY MANAGER**  
**155 N TAYLOR ST STE 153**  
 City/State/Zip: **FALLON, NV 89406**  
 Contact/Phone: null775/423-5136  
 Vendor No.: T81032440  
 NV Business ID: Governmental Entity

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: HD 12076

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This revenue contract is a result of action by the Legislature. Notification, and negotiations with the county, was not able to be completed until the end of June, 2011, and the county did not approve the contract until November 3, 2011.**

3. Termination Date: **06/30/2013**

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Health Assessment**

5. Purpose of contract:

**This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$73,872.00**

Payment for services will be made at the rate of \$9,234.00 per Quarter

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Legislative action, changes to chapter 439 of the Nevada Revised Statutes (NRS) approved as Senate Bill 471, requires that each county pay an assessment to the Health Division for the costs of services provided in that county by the Health Division.

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

This is an assessment for work performed 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. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/16/2011 16:19:27 PM
Division Approval	pweyrick	11/16/2011 16:19:31 PM
Department Approval	mtorvine	11/23/2011 14:30:52 PM
Contract Manager Approval	cschmid2	11/28/2011 08:29:51 AM
Budget Analyst Approval	jborrowm	11/28/2011 15:08:28 PM
Team Lead Approval	jborrowm	12/07/2011 11:42:51 AM
BOE Agenda Approval	jteska	12/19/2011 10:22:54 AM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL  
*Governor*

MICHAEL J. WILLDEN  
*Director*



RICHARD WHITLEY, MS  
*Administrator*

TRACEY D. GREEN, MD  
*State Health Officer*

**DEPARTMENT OF HEALTH AND  
HUMAN SERVICES  
HEALTH DIVISION**  
Frontier and Rural (FaR) Public Health Program  
3427 Goni Road #108  
Carson City, Nevada 89706  
Telephone: (775) 687-7550 Fax: (775) 684-3492

November 15, 2011

**MEMORANDUM**

To: John Borrowman  
Budget Analyst  
Budget Division

Through: Phil Weyrick  
Administrative Services Officer IV  
Health Division Administration

From: Mary Wherry, Clinical Services Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12076 (CETS 12856)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2011. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2011 through June 30, 2013). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to the pending passage of Senate Bill 471, requiring counties to pay an assessment for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS)

IC

cc: Colman Schmidt, Management Analyst II  
Health Division

Public Health: Working for a Safer and Healthier Nevada

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12855**

Agency Name: <b>HEALTH DIVISION</b>	Legal Entity Name: BOR-UNLV School of Comm Health Sciences
Agency Code: <b>406</b>	Contractor Name: <b>BOR-UNLV School of Comm Health Sciences</b>
Appropriation Unit: <b>3219-08</b>	Address: <b>UNLV School of Health Sciences 4505 MARYLAND PKWY Box 45' 055</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89154- 203</b>
If "No" please explain: Not Applicable	Contact/Phone: null702-895-1357
	Vendor No.: D35000813
	NV Business ID: Governmental Entity

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: HD 12140

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**The BRFSS survey work is being divided in the state between UNR and UNLV. Contract negotiations with the universities took an inordinate amount of time. Each university's survey operation must mirror the other, and there were additional negotiations between the universities to achieve concurrence.**

3. Termination Date: **02/28/2013**

Contract term: **1 year and 59 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Surveys**

5. Purpose of contract:

**This is a new interlocal agreement to conduct state-based telephone surveys for the Behavioral Risk Factor Surveillance System (BRFSS). These Nevada specific surveys collect data on individual risk behaviors and preventable health practices related to the leading causes of mortality and morbidity in the United States.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$316,950.00**

Payment for services will be made at the rate of \$154,725.00 per biannually

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada is one of 50 states conducting the Behavioral Risk Factor Surveillance System (BRFSS) survey. This state-based telephone surveillance system is designed to collect data on individual risk behaviors and preventive health practices related to the leading causes of mortality and morbidity in the United States. BRFSS respondents must specifically represent Nevada's population. Information from the survey will be used for health planning, program evaluation, and monitoring health objectives. Information provided by the BRFSS is not available from other sources in the state. In addition, because it is part of a nationwide surveillance system, the BRFSS provides the Centers for Disease Control with comparisons to other states.

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

The State does not have the resources to conduct these surveys.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/16/2011 16:24:58 PM
Division Approval	pweyrick	11/16/2011 16:25:01 PM
Department Approval	mtorvine	12/02/2011 15:36:39 PM
Contract Manager Approval	cschmid2	12/02/2011 15:47:05 PM
Budget Analyst Approval	jborrowm	12/07/2011 10:08:32 AM
Team Lead Approval	jborrowm	12/07/2011 10:08:38 AM
BOE Agenda Approval	jteska	12/19/2011 14:57:18 PM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL  
*Governor*

MICHAEL J. WILLDEN  
*Director*



RICHARD WHITLEY, MS  
*Administrator*

TRACEY D. GREEN, MD  
*State Health Officer*

**DEPARTMENT OF HEALTH AND  
HUMAN SERVICES  
HEALTH STATISTICS, PLANNING,  
EPIDEMIOLOGY AND RESPONSE**

4150 Technology Way, Suite 300  
Carson City, Nevada 89706  
Telephone: (775) 684-4243 Fax: (775) 684-4156

November 16, 2011

**MEMORANDUM**

To: John Borrowman  
Budget Analyst  
Budget Division

Through: Phil Weyrick  
Administrative Services Officer IV  
Health Division Administration

From: Brad Towel, BRFSS Program Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12140 (CETS 12855)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date, effective January 1, 2012. The contract requires a retroactive start date because the period of performance is one year. The surveys for this contract are being divided between UNR in the North, and UNLV in the South, and the surveys must be mirror images of each other. This contract was not able to be submitted to the Board of Examiners in a timely fashion due to negotiations between the State and the Universities, as well as negotiations between the Universities to arrive at concurrence for procedures, taking far longer than expected.

cc: Colman Schmidt, Management Analyst II  
Health Division

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **CONV6379** Amendment Number: **3**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **RTC Las Vegas**

Agency Code: **407** Contractor Name: **RTC Las Vegas**

Appropriation Unit: **3230-15** Address: **600 S Grand Central Pkwy Ste 3**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89106**

If "No" please explain: **Not Applicable** Contact/Phone: **null7026761500**

Vendor No.: **T81026820**

NV Business ID: **Gov't Entity**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Health And Human Services**

## 5. Purpose of contract:

**This is the third amendment to the original interlocal agreement, for Division of Welfare and Supportive Services (DWSS), Employment and Support Services, which provides bus transportation for Temporary Assistance for Needy Families (TANF) clients so that they can fulfill their work activity responsibilities. This amendment increases the maximum amount from \$1,970,000 to \$2,210,000 to allow the Division to purchase approximately 1700 additional bus passes in each of FY12 and FY13.**

## 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,600,000.00
2. Total amount of any previous contract amendments:	\$370,000.00
3. Amount of current contract amendment:	\$240,000.00
4. New maximum contract amount:	\$2,210,000.00

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

**TANF clients are required to fulfill job seeking activities and by providing transportation, this assists them in this requirement.**

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

**RTC 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?

A RFP is not a requirement of an Interlocal Contract.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	08/08/2011 16:06:14 PM
Division Approval	msmit5	11/29/2011 13:45:36 PM
Department Approval	mtorvine	11/30/2011 08:31:46 AM
Contract Manager Approval	afrancis	11/30/2011 16:32:22 PM
Budget Analyst Approval	cglover	12/07/2011 14:07:50 PM
Team Lead Approval	jteska	12/19/2011 14:48:24 PM
BOE Agenda Approval	jteska	12/19/2011 14:48:34 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12707**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: Jackson & Coker Locum Tenens, LLC
Agency Code: <b>408</b>	Contractor Name: <b>Jackson &amp; Coker Locum Tenens, LLC</b>
Appropriation Unit: <b>3162-08</b>	Address: <b>3000 Old Alabama Rd - Ste 119-</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Alpharetta, GA 30022</b>
If "No" please explain: Not Applicable	Contact/Phone: Randy Weikle, 800-272-2707
	Vendor No.: T27018312
	NV Business ID: NV20101531718

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This contract was submitted on time with a January 1, 2012 start date; however, due to unexpected contract corrections and the gathering of documentation, the contract process was delayed. Since this vendor provides necessary locum tenens services to the Northern Nevada Adult Mental Health Services(NNAMHS) facility and its' consumers, services will have to be provided prior to approval of the contract to ensure continuity of operation.**

3. Termination Date: **12/31/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Locum Tenens**

5. Purpose of contract:

**This is a new contract which will provide ongoing psychiatrist/physician locum tenens services to Northern Nevada Adult Mental Health Services (NNAMHS), pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,361,520.00**

Other basis for payment: Calculation of \$1,361,520.00 based on 4 doctors. \$160.00 per hour x 8320 hours + Officer of the Day (OD) rate of \$100.00 per day (Friday night through Sunday) up to 1 weekend (3 days) per month (12 days per month x 12 months) AND Monday through Thursday holidays x up to 44 days + OD rate of \$60.00 for nighttime on call (Monday through Thursday - non holidays) up to 16 weeknights per month x 12 months

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency operates inpatient/outpatient programs requiring the services of psychiatrists/physicians. Pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements, when vacancies occur in the medical staff, contract psychiatrists and physicians are needed for adequate coverage.

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

Staff psychiatrists/physicians typically perform these services, however when vacancies occur, adequate coverage is required by NRS 433.334, NRS 436.123 and Joint Commission.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Not chosen in preference to others. Several locum tenens companies have and will continue to be contracted with, pursuant to NAC 333.150(2)(a) (attached in Additional Information tab) in order to assure continuous services to our consumers.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2003 to present - NNAMHS - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	eobrien	11/15/2011 15:46:59 PM
Division Approval	dprather	11/23/2011 14:53:37 PM
Department Approval	mtorvine	11/29/2011 15:07:18 PM
Contract Manager Approval	cweil	11/30/2011 07:33:48 AM
Budget Analyst Approval	rhage1	12/01/2011 10:58:26 AM
BOE Agenda Approval	jteska	12/29/2011 09:25:11 AM
BOE Final Approval	Pending	



**NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES**  
**480 Galletti Way**  
**Sparks, Nevada 89431-5574**  
**(775) 688-2031 • FAX (775) 688-2004**

## Memorandum

**To:** Robin Hager, Budget Analyst, Budget Division  
**Through:** Elizabeth O'Brien, ASO III, NNAMHS *lo*  
**From:** Claire Weil – Program Officer, NNAMHS  
**Date:** November 10, 2011  
**Re:** Jackson & Coker Locum Tenens, LLC – CETS#  
Retroactive status for contract

---

Please consider this request for retroactive approval for the contract referenced above.

The contract was submitted on time with a January 1, 2012 start date; however, due to unexpected contract corrections and the gathering of documentation, the contract process was delayed. Since this vendor provides necessary locum tenens services to the Northern Nevada Adult Mental Health Services facility and its' consumers, services will have to be provided prior to approval of the contract to ensure continuity of operation. We anticipate that in the future, with new procedures in place to ensure timely review and submission, the need for retroactive contracts will be eliminated.

Thank you for your consideration in this matter.



Brian Sandoval  
Governor

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
515 East Musser Street, Suite 300  
Carson City, Nevada 89701  
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:  
# 11106  
\*See Notes\*  
JEFF MOHLENKAMP  
Director

GREG SMITH  
Purchasing Administrator

### SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Northern Nevada Adult Mental Health Services (NNAMHS)  
Claire Weil - Program Officer  
(775)688-2031  
[cweil@nuamhs.state.nv.us](mailto:cweil@nuamhs.state.nv.us)

b. Vendor contact information:  
Jackson & Coker Locum Tenens, LLC  
Randy Weikle  
1-800-272-2707  
[rweikle@jacksoncoker.com](mailto:rweikle@jacksoncoker.com)

c. Type of waiver requested:  Sole or single source  Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:  
Professional Medical Services company to provide psychiatrists/physicians to work temporary assignments in vacant positions at Northern Nevada Adult Mental Health Services pursuant to NRS433.344, NRS436.123 and Joint Commission requirements.
3. Describe the unique qualification required for the service or good to be purchased:  
The company provides psychiatrists/physicians that are fully licensed, insured and credentialed to work in the State of Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
Locum Tenens companies are similar to employment agencies in that they have a pool of licensed and credentialed professionals to temporarily meet our needs. We are only requesting this exemption until such time as the new RFP for these services is completed.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:  
There is a nationwide shortage of psychiatrists/physicians. Psychiatrists/physicians are critical to the care of the seriously mentally ill, without the contracts our agency will not be able to meet its mandated requirements and the agency relies on locum tenens companies to provide psychiatrists/physicians on a temporary basis when there are vacant positions.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.  
RFP1159 was done in 2000 and was extended to 2004. In 2005 we requested a Professional Services exception allowing us to bypass the RFP process and continue to maintain staffing levels critical to patient care. It is critical that we have the ability to continue contracting with these companies until that RFP is in place.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The agency has always solicited quotes from several locum tenens companies (some under contract and others we find through advertising) as well as the current rate of pay for same state positions. We seek input from the locums as to rates in other areas as well as coias, etc.
8. What is the estimated value and length of the contract, amendment or request?
- a. New contract Y  N  *\* NOTE: 11/03/11 - Approved for 1 year, not to exceed \$1,361,520.00 @ \**  
~~\$2,723,040.00 (full time positions with OD payments for on call time and holidays for 4 doctors)~~  
 2 years with an option to renew for 2 additional years
- b. Amendment Y  N  Amendment No. \_\_\_\_\_  
 {provide copy of previous waiver(s)}

Northern Nevada Adult Mental Health Services (NNAMHS) hereby requests approval for Jackson & Coker Locum Tenens, LLC  
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Claire Weil</i>	11-2-2011
Agency Representative Initiating Request	Date
X <i>Elizabeth O'Brien</i>	11/2/2011
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X _____ N/A _____	_____
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

<i>x Kimbelle Cott</i>	11/3/11
Administrator, Purchasing Division	Date

\*NOTE:

*This provides a 1 year continuation of service to allow for the completion of the procurement process.\**

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12708**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: MDA (Medical Doctor Associates, LLC)
Agency Code: <b>408</b>	Contractor Name: <b>MDA (Medical Doctor Associates, LLC)</b>
Appropriation Unit: <b>3162-08</b>	Address: <b>145 Technology Pkwy</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Norcross, GA 30092</b>
If "No" please explain: Not Applicable	Contact/Phone: Jim Edmondson 800-780-3500
	Vendor No.: T80960656
	NV Business ID: NV20081672330

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**  
Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**This contract was submitted on time with a January 1, 2012 start date; however, due to unexpected contract corrections and the gathering of documentation, the contract process was delayed. Since this vendor provides necessary locum tenens services to Northern Nevada Adult Mental Health Services (NNAMHS) facility and its' consumers, services will have to be provided prior to approval of the contract to ensure continuity of operation.**

3. Termination Date: **12/31/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Locum Tenens**

5. Purpose of contract:

**This is a new contract which will provide ongoing psychiatrist/physician locum tenens services to Northern Nevada Adult Mental Health Services (NNAMHS), pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$680,760.00**

Other basis for payment: Calculations based on 2 doctors. Calculation of \$680,760.00: \$160.00 per hour x 4160 hours + Officer of the Day (OD) rate of \$100.00 per day (Friday night through Sunday) up to 1 weekend per month (6 days per month x 12 months) AND Monday through Thursday holidays x up to 22 days + OD rate of \$60.00 for nighttime on call (Monday through Thursday - non holidays) up to 8 weeknights per month x 12 months (96 nights).

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency operates inpatient/outpatient programs requiring the services of psychiatrists/physicians. Pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements, when vacancies occur in the medical staff, contract psychiatrists and physicians are needed for adequate coverage.

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

Staff psychiatrists\physicians typically perform these services however, when vacancies occur, adequate coverage is required by NRS.433.344, NRS 436.123 and Joint Commission



9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Not chosen in preference to others. Several locum tenens companies have and will continue to be contracted with, pursuant to NAC333.150(2)(a) (attached in Additional Information tab), in order to assure continuous service to our consumers

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2003 to present - NNAMHS - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	eobrien	11/15/2011 15:47:15 PM
Division Approval	dprather	11/23/2011 13:57:10 PM
Department Approval	mtorvine	11/29/2011 15:02:46 PM
Contract Manager Approval	cweil	11/30/2011 07:34:10 AM
Budget Analyst Approval	rhage1	12/01/2011 11:00:07 AM
BOE Agenda Approval	jteska	12/29/2011 09:26:40 AM
BOE Final Approval	Pending	



NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES  
480 Galletti Way  
Sparks, Nevada 89431-5574  
(775) 688-2031 • FAX (775) 688-2004

## Memorandum

**To:** Robin Hager, Budget Analyst, Budget Division  
**Through:** Elizabeth O'Brien, ASO III, NNAMHS *lo*  
**From:** Claire Weil – Program Officer, NNAMHS  
**Date:** November 10, 2011  
**Re:** MDA (Medical Doctor Associates Locum Tenens, LLC) – CETS#12708  
Retroactive status for contract

---

Please consider this request for retroactive approval for the contract referenced above.

The contract was submitted on time with a January 1, 2012 start date; however, due to unexpected contract corrections and the gathering of documentation, the contract process was delayed. Since this vendor provides necessary locum tenens services to the Northern Nevada Adult Mental Health Services facility and its' consumers, services will have to be provided prior to approval of the contract to ensure continuity of operation. We anticipate that in the future, with new procedures in place to ensure timely review and submission, the need for retroactive contracts will be eliminated.

Thank you for your consideration in this matter.



Brian Sandtval  
Governor

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
515 East Musser Street, Suite 300  
Carson City, Nevada 89701  
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:  
# 111105

*\*See Note\**  
JEFF MOHLENKAMP  
Director

GREG SMITH  
Purchasing Administrator

## SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:  
Northern Nevada Adult Mental Health Services (NNAMHS)  
Claire Weil - Program Officer  
(775)688-2031  
[cweil@nnamhs.state.nv.us](mailto:cweil@nnamhs.state.nv.us)
- b. Vendor contact information:  
MDA (Medical Doctors Associates, LLC)  
Rence Spivy  
1-800-730-3500 ext. 7068  
[spivyrel@mdaine.com](mailto:spivyrel@mdaine.com)
- c. Type of waiver requested:  Sole or single source  Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:  
Professional Medical Services company to provide psychiatrists/physicians to work temporary assignments in vacant positions at Northern Nevada Adult Mental Health Services pursuant to NRS433.344, NRS436.123 and Joint Commission requirements.
3. Describe the unique qualification required for the service or good to be purchased:  
The company provides psychiatrists/physicians that are licensed, insured and credentialed to work in the State of Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
Locum Tenens companies are similar to employment agencies in that they have a pool of licensed and credentialed professionals to temporarily meet our needs. We are only requesting this exemption until such time as the new RFP for these services is completed.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:  
There is a nationwide shortage of psychiatrists/physicians. Psychiatrists/physicians are critical to the care of the seriously mentally ill, without the contracts our agency would not be able to meet its mandated requirements and the agency relies on locum tenens companies to provide psychiatrists/physicians on a temporary basis when there are vacant positions.
6. What market research was conducted to substantiate that there is no competition for the service or good?  
Please include an evaluation of other items considered, and provide documentation.  
RFP1159 was done in 2000 and was extended to 2004. In 2005 we requested a Professional Services exception allowing us to bypass the RFP process and continue to maintain staffing levels critical to patient care. It is critical that we have the ability to continue contracting with these companies until that RFP is in place.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The agency has always solicited quotes from several locum tenens companies (some under contract and others we find through advertising) as well as the current rate of pay for same state positions. We seek input from the locums as to rates in other areas as well as colas, etc.
8. What is the estimated value and length of the contract, amendment or request?

**\*NOTE: 11/03/11 - 1 year only; not to exceed \$1,361,520.00 @\***

a. New contract  Y  X  N    
~~\$2,723,040.00 (full time positions with OD payments for on call time and holidays for 4 doctors)~~  
~~2 years with an option to renew for 2 additional years~~

b. Amendment  Y  N  Amendment No. \_\_\_\_\_  
 (provide copy of previous waiver(s))

Northern Nevada Adult Mental Health Services (NNAMHS) hereby requests approval for MDA (Medical Doctor Associates, LLC)  
 Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Claire Weil</i>	11-2-2011
Agency Representative Initiating Request	Date
X <i>Elizabeth O'Brien</i>	11/2/2011
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X _____ N/A _____	_____
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

<i>X</i> <i>Dumbarta Susta</i>	11/3/11
Administrator, Purchasing Division	Date

\*NOTE:

*This provides a 1 year continuation of service to allow for completion of the procurement process. \**

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12875**

Agency Name:	<b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name:	County of Lyon
Agency Code:	<b>408</b>	Contractor Name:	<b>County of Lyon</b>
Appropriation Unit:	<b>3167-00</b>	Address:	<b>27 S Main St</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Yerington , NV 89447</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null775-463-6531
		Vendor No.:	
		NV Business ID:	Not Applicable

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue from County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 12/2011

Retroactive? **Yes**

If "Yes", please explain

**The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations the contract submission was regrettably delayed. This agreement authorizes the Division to contract with the County to continue to provide services to children with developmental disabilities and to reimburse the Division the non-federal share of funding as payment for services. NRS 435.020 obligated the State to continue to provide these services to ensure continuity of patients' care.**

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **County of Lyon**

5. Purpose of contract:

**This is a new revenue contract to provide services to children with developmental disabilities and the County to reimburse Division of Mental Health and Developmental Services the non-federal share of funding as payment for services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$212,039.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020 Mental Health and Developmental Services is obligated to provide services to children with developmental disabilities and the County to reimburse MHDS the non-federal share of funding as payment for services.

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

Not Applicable. State employees are providing the services for the County.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable. Division of Mental Health and Developmental Services is currently providing the services.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khoward	11/28/2011 07:36:07 AM
Division Approval	dprather	11/28/2011 07:38:37 AM
Department Approval	mtorvine	12/06/2011 16:05:12 PM
Contract Manager Approval	khawkin1	12/13/2011 09:12:12 AM
Budget Analyst Approval	rhage1	12/16/2011 11:23:54 AM
Team Lead Approval	jteska	12/19/2011 14:37:36 PM
BOE Agenda Approval	jteska	12/19/2011 14:37:49 PM
BOE Final Approval	Pending	



**State of Nevada  
Department of Health & Human  
Services  
Division of Mental Health &  
Developmental Services**

# Memo

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**To:** Robin Hager, Budget Analyst, Budget Division  
**From:** Rachel Richards, Management Analyst I  
**CC:** Dave Prather, ASO IV  
**Subject:** Retroactive status for The County of Lyon  
**Date:** November 3, 2011

---

## **Request for Retroactive Approval**

Please consider this request for retroactive approval for the contract referenced here.

The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations the contract negotiation and submission were regrettably delayed. This Interlocal Agreement authorizes Mental Health and Developmental Services (MHDS) to contract with the County to continue to provide services to children with developmental disabilities and the County to reimburse MHDS the non-federal share of funding as payment for services per NRS 435.010. The critical nature of these services and NRS 435.020 obligated the State to continue to provide these services in the absence of a formal contract to ensure continuity of patients' care. We anticipate that in the future, with new procedures put in place to ensure timely review and submission, MHDS will greatly reduce or eliminate the need for these retroactive contracts.

Should you have any questions, please contact me at (775) 684-5932.

Thank you for your consideration.

Division of Mental Health & Developmental Services  
4126 Technology Way, Suite 201  
Carson City, NV 89706  
(775) 684-4291  
Fax: (775) 684-5966



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12852**

Agency Name:	<b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name:	Bach Harrison
Agency Code:	<b>408</b>	Contractor Name:	<b>Bach Harrison</b>
Appropriation Unit:	<b>3170-24</b>	Address:	<b>116 South 500 East</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Salt Lake City, UT 84102-1907</b>
If "No" please explain:	Not Applicable	Contact/Phone:	R. Steven Harrison, Ph.D. 801-359-2064
		Vendor No.:	T27029127
		NV Business ID:	NV20111704996
To what State Fiscal Year(s) will the contract be charged?	<b>2012-2013</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: SEOW 11-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retrospective? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/09/2013**Contract term: **1 year and 9 days**4. Type of contract: **Contract**Contract description: **Data System**

5. Purpose of contract:

**This is a new contract for the construction of a State Epidemiologic Outcomes Web-based Data Dissemination System related to substance abuse. This data will be used by coalitions, schools, state agencies, law enforcement, juvenile justice, behavioral health agencies, and the public.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,485.00**

Other basis for payment: \$49,000 for construction of the State Epidemiologic Outcomes Web-based Data-Dissemination System, and \$485 for travel. Travel expenses, per diem and other expenses must conform to the procedures and rates allowed for State officers and employees. Total contract is not to exceed \$49,485.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contract is necessary to fulfill a deliverable requirement of a grant awarded to the Substance Abuse Prevention and Treatment Agency (SAPTA) in 2010 by the Substance Abuse and Mental Health Services Administration. The purpose of the Nevada State Epidemiologic Data Dissemination tool is to make current substance abuse-related information available to prevention coalitions throughout the State, legislators and policy makers who required data to make decisions regarding substance abuse prevention efforts.**

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

SAPTA employees do not have the expertise in interactive data base design and web site design and programming required to develop this type of data base. The Mental Health and Developmental Services Division Information Technology group do not have the resources to develop and host the system within the timeframe required by the federal grant. Employees in other state agencies may have the expertise required to develop this type of interactive data base but their services are not available to SAPTA.

- 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 achieved the highest scores from the reviewers. This vendor was chosen because:
1. The contractor has successfully completed projects very similar to the SAPTA project for the states of Arizona, Utah and Louisiana. The contractor has demonstrated through these projects that they are capable of developing the type of interactive web based data base required to meet this deliverable.
2. The contractor has considerable expertise in the epidemiology of substance abuse and a longitudinal nationwide community prevention based prevention intervention known as the Strategic Prevention Framework (SPF). Nevada has received federal funding for the SPF project since 2004 and this project is directly related to that effort. Having a contractor that has expertise in the content area required and expertise in web and data base design is rare.

d. Last bid date: 08/15/2011 Anticipated re-bid date:

- 10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

- 13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

- 18. Agency Field Contract Monitor:

- 19. Contract Status:

Contract Approvals:

Table with 3 columns: Approval Level, User, Signature Date. Rows include Budget Account Approval, Division Approval, and Department Approval.

Contract Manager Approval	rvernon	11/29/2011 07:07:53 AM
DoIT Approval	lmuelle1	11/29/2011 09:36:08 AM
Budget Analyst Approval	rhage1	12/01/2011 11:02:26 AM
Team Lead Approval	jteska	12/19/2011 10:25:45 AM
BOE Agenda Approval	jteska	12/19/2011 10:25:50 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: **12863**

Agency Name:	<b>DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	LINCOLN COUNTY HOSPITAL DIST
Agency Code:	<b>409</b>	Contractor Name:	<b>LINCOLN COUNTY HOSPITAL DIST</b>
Appropriation Unit:	<b>3179-04</b>	Address:	<b>GROVER C DILS MEDICAL CENTER PO BOX 1010</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>CALIENTE, NV 89008-1010</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null775/726-3171
		Vendor No.:	T80588110
		NV Business ID:	Governmental Entity

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2012**

Contract term: **1 year**

4. Type of contract: **Interlocal Agreement**

Contract description: **Medical Services**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing medical services, including diagnosis and treatment to youth in residence at the Caliente Youth center. These services will include weekly visits to Caliente Youth Center and provide; physicals, pharmaceutical requirements, infection control, in house pharmacy needs and health education programs. The attending physician agrees to include services for emergency cases due to illness or injury at the same monthly rate as established.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,461.60**

Payment for services will be made at the rate of \$2,121.80 per Month

Other basis for payment: Payable upon completion of service with confirmation by a facility designee and upon approval of the vendor invoice.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 432A.530 requires medical care to be provided to youth in our care.**

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

**A medically qualified and licensed physician is required to provide diagnosis and treatment of the youth in residence, as well as prescribe medications. There is no licensed physician on staff at Caliente Youth Center.**

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?

Lincoln County Hospital District, Grover C Dils Medical Center, is the only licensed medical facility located within the Caliente Youth Center area that will deliver services to the Caliente Youth Center.

d. Last bid date: 11/01/2011 Anticipated re-bid date: 11/01/2012

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/23/2011 10:39:14 AM
Division Approval	dkluever	11/28/2011 15:23:39 PM
Department Approval	mtorvine	11/30/2011 17:10:00 PM
Contract Manager Approval	rjacob3	12/02/2011 07:45:33 AM
Budget Analyst Approval	nhovden	12/05/2011 16:29:55 PM
Team Lead Approval	jteska	12/12/2011 16:28:35 PM
BOE Agenda Approval	jteska	12/12/2011 16:28:40 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12864**

Agency Name:	<b>DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	<b>CHURCHILL COUNTY</b>
Agency Code:	<b>409</b>	Contractor Name:	<b>CHURCHILL COUNTY</b>
Appropriation Unit:	<b>3229-00</b>	Address:	<b>155 N TAYLOR ST</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>FALLON, NV 89406</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null775-423-4092
		Vendor No.:	T81018856
		NV Business ID:	Governmental Agency

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**Waiting approval of a service agreement approval for Churchill County. This is a revenue contract.**3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Revenue Contract**Contract description: **CPS Assessment**

5. Purpose of contract:

**This is a new revenue interlocal agreement to recognize the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children and support the provision of Child Protective Services to meet the needs of the children in the community pursuant to Senate Bill 480.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$214,156.00**

Payment for services will be made at the rate of \$53,539.00 per quarter

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is a revenue contract.**

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

**This is a revenue contract.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

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

This is a revenue contract.

d. Last bid date: 06/01/2011 Anticipated re-bid date: 06/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/23/2011 10:33:54 AM
Division Approval	dkluever	11/28/2011 15:29:20 PM
Department Approval	mtorvine	11/30/2011 16:36:16 PM
Contract Manager Approval	rjacob3	12/05/2011 09:10:15 AM
Budget Analyst Approval	nhovden	12/05/2011 16:09:42 PM
Team Lead Approval	jteska	12/12/2011 16:05:31 PM
BOE Agenda Approval	jteska	12/12/2011 16:05:35 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Michael J. Willden  
Director  
Department of Health and  
Human Services

Diane Comeaux,  
Administrator, Division of Child  
and Family Services

**STATE OF NEVADA**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
4126 Technology Way, 3<sup>rd</sup> floor  
Carson City, Nevada 89706  
(775) 684-4400 – FAX (775) 684-4455**

MEMORANDUM

TO: Jeff Mohlenkamp, Director  
Budget Division

THROUGH: Diane Comeaux, Administrator  
Division of Child and Family Services

FROM: Danette Kluever, Deputy Administrator, DCFS

DATE: December 1, 2011

SUBJECT: Retroactive Contract date

---

A retroactive effective date of July 1, 2011 is requested for this Intrastate Interlocal Contract with Churchill County. This revenue contract provides for the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children and supports the provision of Child Protective Services to meet the needs of the children in the community.

The BOE date for this revenue contract will be January 10, 2012 therefore we are requesting a retroactive extension. This revenue contract was delayed in part due to the passage of S.B. 476 and S.B. 480. Neither of these Senate bills became effective until July 1, 2011. Each of these bills requires the counties to pay an assessment in an amount equal to the cost to the state for providing certain services for the counties. Following the passage of the bills the Division sent a letter to each County Manager informing them of the Statute regarding the assessments. Many rural counties had concerns and representatives from DCFS attended individual County Commission Meetings to address any questions or concerns that arose.



Although the assessments for Rural CPS were outlined in Statute, the Division agreed to provide an interlocal contract to any county which requested one. DCFS has complied with this request from Churchill County. These contracts, as all contracts, had to go through the normal approval process along with the added step of a County Commission approval. In our anticipation of making these revenue contracts accurate we are requesting approval of this retroactivity request for this revenue contract that was effective per Statute July 1, 2011.

Thank you for your consideration of this request. If you have any questions, contact me at 775-684-4414.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12872**

Agency Name: <b>DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: LYON, COUNTY OF
Agency Code: <b>409</b>	Contractor Name: <b>LYON, COUNTY OF</b>
Appropriation Unit: <b>3229-00</b>	Address: <b>LYON COUNTY HUMAN SERVICES 27 S MAIN ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>YERINGTON, NV 89447</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/577-5009
	Vendor No.: T40156600AH
	NV Business ID: Governmental Agency

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**Waiting approval of a service agreement approval for Lyon County. This is a revenue contract.**

3. Termination Date: **06/30/2012**

Contract term: **1 year**

4. Type of contract: **Revenue Contract**

Contract description: **CPS Assessment**

5. Purpose of contract:

**This is a new revenue interlocal agreement to recognize the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children and support the provision of Child Protective Services to meet the needs of the children in the community pursuant to Senate Bill 480.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$387,138.00**

Payment for services will be made at the rate of \$96,784.50 per quarter

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue contract.

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

This is a revenue contract.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is a revenue contract.

d. Last bid date: 06/01/2011 Anticipated re-bid date: 06/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/23/2011 10:28:22 AM
Division Approval	dkluever	11/28/2011 15:31:31 PM
Department Approval	mtorvine	12/02/2011 08:22:55 AM
Contract Manager Approval	rjacob3	12/05/2011 09:10:35 AM
Budget Analyst Approval	nhovden	12/05/2011 15:46:00 PM
Team Lead Approval	jteska	12/12/2011 15:54:55 PM
BOE Agenda Approval	jteska	12/12/2011 15:55:07 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Michael J. Willden  
Director  
Department of Health and  
Human Services

Diane Comeaux,  
Administrator, Division of Child  
and Family Services

**STATE OF NEVADA**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES**

**4126 Technology Way, 3<sup>rd</sup> floor  
Carson City, Nevada 89706  
(775) 684-4400 – FAX (775) 684-4455**

MEMORANDUM

TO: Jeff Mohlenkamp, Director  
Budget Division

THROUGH: Diane Comeaux, Administrator  
Division of Child and Family Services

FROM: Danette Kluever, Deputy Administrator, DCFS

DATE: December 1, 2011

SUBJECT: Retroactive Contract date

---

A retroactive effective date of July 1, 2011 is requested for this Intrastate Interlocal Contract with Lyon County. This revenue contract provides for the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children and supports the provision of Child Protective Services to meet the needs of the children in the community.

The BOE date for this revenue contract will be January 10, 2012 therefore we are requesting a retroactive extension. This revenue contract was delayed in part due to the passage of S.B. 476 and S.B. 480. Neither of these Senate bills became effective until July 1, 2011. Each of these bills requires the counties to pay an assessment in an amount equal to the cost to the state for providing certain services for the counties. Following the passage of the bills the Division sent a letter to each County Manager informing them of the Statute regarding the assessments. Many rural counties had concerns and representatives from DCFS attended individual County Commission Meetings to address any questions or concerns that arose.

Although the assessments for Rural CPS were outlined in Statute, the Division agreed to provide an interlocal contract to any county which requested one. DCFS has complied with this request from Lyon County. These contracts, as all contracts, had to go through the normal approval process along with the added step of a County Commission approval. In our anticipation of making these revenue contracts accurate we are requesting approval of this retroactivity request for this revenue contract that was effective per Statute July 1, 2011.

Thank you for your consideration of this request. If you have any questions, contact me at 775-684-4414.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12860**

Agency Name: <b>DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>Cornerstone Programs</b>
Agency Code: <b>409</b>	Contractor Name: <b>Cornerstone Programs</b>
Appropriation Unit: <b>3263-36</b>	Address: <b>800 N. Avenue F</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Post, TX 79356</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null806-495-0266</b>
	Vendor No.: <b>T29029126</b>
	NV Business ID: <b>Out of State</b>

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>50.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>50.00 % County Assessments</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **2 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Juvenile Justice**

5. Purpose of contract:

**This is a new contract to provide the necessary facilities, equipment, personnel and staff training that will satisfy the delivery of required services and programs conducive to the rehabilitation needs of either male or female juveniles while maintaining sight and sound separation from adult offender populations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$177,390.00**

Payment for services will be made at the rate of \$243.00 per day

Other basis for payment: \$243 per day inclusive of all costs for up to three youth at a time.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Since the closure of Summit View there has been a need for a secure facility to house our higher level juvenile in need of a secure correctional facility. These placements are court ordered and these youth continue to show an extraordinary threat to the safety and security of staff as well as other youth.

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

The state does not offer a high level of care for youth, Since the Closure of Summit View, who present an extraordinary threat to the safety of staff as well as other youth.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 110916**

**Approval Date: 09/30/2011**

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

This is the only vendor found who provided secure care to out of state youth.

d. Last bid date: 09/01/2011 Anticipated re-bid date: 01/01/2014

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Out of State Facility**

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

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

**Was told by the Secretary of State office that a business license will not be necessary due to the fact that this facility is located in Texas.**

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

No b. If "NO", please explain.

**No state business license.**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/23/2011 10:37:09 AM
Division Approval	dkluever	11/28/2011 15:25:30 PM
Department Approval	mtorvine	11/30/2011 17:18:42 PM
Contract Manager Approval	rjacob3	12/02/2011 07:39:27 AM
Budget Analyst Approval	nhovden	12/05/2011 16:42:20 PM
Team Lead Approval	jteska	12/19/2011 10:20:19 AM
BOE Agenda Approval	jteska	12/19/2011 10:20:24 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL  
GOVERNOR

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
515 East Musser Street, Suite 300  
Carson City, Nevada 89701  
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:  
# 110916

GREG SMITH  
Purchasing Administrator

2011 OCT 4 AM 11 30

### SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Department of Health and Human Services/Division of Child and Family Services/Fernando Serrano/Deputy Division Administrator/775-684-4429/fserrano@dfcs.nv.gov
- b. Vendor contact information: Cornerstone Programs/800 N. Avenue F/Post, TX 79356/806-495-0266/trg@cornerstoneprograms.com
- c. Type of waiver requested:  Sole or single source  Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:  
Secure juvenile correctional facility will provide room and board, twenty-four (24) hours per day, seven (7) days per week, supervision, routine medical examination and treatment within the facility, an approved educational program, recreation facilities, and counseling to each child placed within the facility.
3. Describe the unique qualification required for the service or good to be purchased:  
Contractor must provide a physically/mechanically secure facility for a higher level juvenile in need of secure correctional care. The higher level of care refers to risk of escape or physical assault to staff or other youth.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
This is the only vendor found who provided secure care to out of state youth. All other secure vendors contacted were not able to contract with any other state or municipality other than the current contracting entity.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:  
Services for youth currently in need would be delayed. The youth would continue to present an extraordinary threat to the safety and security of staff at facility as well as other youth.
6. What market research was conducted to substantiate that there is no competition for the service or good?  
Please include an evaluation of other items considered, and provide documentation.
7. We have conducted an internet search and reviewed the American Correctional Association (ACA) website for facilities that provide secure correctional programming for youth on an individual referral basis. Other than Cornerstone, facilities contacted receive youth only for a state, county or a specific judicial district in which they are located and have a sole source service contract with the home state or county of location.



Through the budget process in the 2011 Legislative session we received funding to place three youth per day at a rate of up to \$250.00 or \$273,750.00 per year. *DNK*

8. What is the estimated value and length of the contract, amendment or request?

a. New contract Y  N

b. Amendment Y  N  Amendment No. \_\_\_\_\_  
 {provide copy of previous waiver(s)}

Contract will be in place for the remainder of this biennium at a rate of up to \$273,750.00 per year.

Department of Health and Human  
 Services/Division of Child and Family  
 Services

hereby requests approval for

Cornerstone Programs

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Fernando Dominguez</i>	9-15-11
Agency Representative Initiating Request	Date
X <i>Reviewer for Diana Comcaux</i>	9/16/11
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:


X <i>- N/A -</i>	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in

become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X 	9/30/11
Administrator, Purchasing Division	Date

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12798**

Agency Name: <b>ADJUTANT GENERAL &amp; NATL GUARD</b>	Legal Entity Name: <b>DAVID W BRADLEY SR</b>
Agency Code: <b>431</b>	Contractor Name: <b>Bradley Electrical, Plumbing &amp; Heating</b>
Appropriation Unit: <b>3650-04</b>	Address: <b>250 Village Blvd Ste B P.O. Box 4162</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Incline Village, NV 89450</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Dave Bradley 775-831-2252</b>
	Vendor No.:
	NV Business ID: <b>NV20101330870</b>

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>40.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>40.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>20.00 % Rental Income</b>

Agency Reference #: **NVMD # 004-2012**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2011**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/30/2015**

Contract term: **4 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Plumbing Services**

5. Purpose of contract:

**This is a new contract to perform plumbing services on an "as needed" basis. The scope of work for plumbing services could range from replacing/installing sink faucets to repairing major sewer lines, as well as drain, waste, and venting issues. Contract may also require confined space entry.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Other basis for payment: as invoiced, not to exceed \$24,990.00 per fiscal year.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**This is a service contract that will allow vendors to be under contract so we can comply with NRS & NAC.**

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

**Some plumbing services are beyond the scope and abilities of our maintenance employees and require a licensed plumber to perform.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Vendor was chosen by the Evaluation Committee that was held on October 25, 2011. Only two vendors submitted a proposal. Butter Plumbing's proposal was incomplete.

d. Last bid date: 10/21/2011 Anticipated re-bid date: 09/30/2015

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

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

No b. If "No", please explain:

**THE VENDOR IS A SOLE PROPRIETOR.**

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	12/04/2011 20:12:54 PM
Division Approval	criley	12/04/2011 20:12:57 PM
Department Approval	jmcentee	12/07/2011 11:48:45 AM
Contract Manager Approval	jmcentee	12/07/2011 11:48:48 AM
Budget Analyst Approval	jborrowm	12/07/2011 13:09:40 PM
Team Lead Approval	jborrowm	12/07/2011 13:09:45 PM
BOE Agenda Approval	jteska	12/19/2011 14:52:46 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12815**

Agency Name: **DEPARTMENT OF CORRECTIONS**  
Agency Code: **440**  
Appropriation Unit: **3717-95**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **Jeffry Trulin**  
Contractor Name: **Trulin Electrical**  
Address: **2512 Henning Lane**  
City/State/Zip: **Minden, NV 89423**  
Contact/Phone: **Jeff Trulin 775.721.2654**  
Vendor No.:  
NV Business ID: **NV20101058987**

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2013**

Contract term: **1 year and 180 days**

4. Type of contract: **Contract**

Contract description: **Deferred Maintenance**

5. Purpose of contract:

**This is a new contract to provide minor upgrades to the electrical system in the laundry room and boiler building at Northern Nevada Correctional Center (NNCC).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,800.00**

Other basis for payment: Upon satisfactory completion and submission of invoice.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

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

Department of Corrections does not have the expertise and/or equipment required. No other State agency provides these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Jeffry Trulin dba Trulin Electrical Services was the only vendor to respond to Solicitation 201214. They have previously provided satisfactory services to the department.

d. Last bid date: 10/10/2011 Anticipated re-bid date: 10/10/2015

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY08; Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

No b. If "No", please explain:

Jeffry Trulin dba Trulin Electrical Services.

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	katkinso	11/09/2011 10:38:03 AM
Division Approval	bfarris	11/10/2011 08:39:08 AM
Department Approval	dreed	12/02/2011 13:36:14 PM
Contract Manager Approval	cphenix	12/05/2011 14:06:54 PM
Budget Analyst Approval	knielsen	12/14/2011 11:24:37 AM
Team Lead Approval	knielsen	12/14/2011 11:24:41 AM
BOE Agenda Approval	cwatson	12/15/2011 13:02:08 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12775**

Agency Name: **DEPARTMENT OF CORRECTIONS**  
 Agency Code: **440**  
 Appropriation Unit: **3760-12**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: Manpower Inc. of Southern Nevada  
 Contractor Name: **Manpower Inc. of Southern Nevada**  
 Address: **2535 West Cheyenne, Suite 105**  
 City/State/Zip: **North Las Vegas, NV 89032**  
 Contact/Phone: Dan Ward 702.242.2675  
 Vendor No.: T81026942  
 NV Business ID: NV19651001276

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	<b>33.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>34.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>33.00 % Career Enhancement Funds - DETR</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **2 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Vocational Training**

5. Purpose of contract:

**This is a new contract to provide ongoing vocational training and job readiness courses to inmates incarcerated within the department.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: Upon completion of course and submission of invoice.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The need to meet performance indicators as mandated in Federal grants received by NDOC, as well as preparing inmates for gainful employment upon release.

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

The Department of Corrections does not have the staff and/or expertise necessary. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Multiple contract awards are being made from Solicitation 201208. Manpower Inc. of Southern Nevada is one of the vendors that can provide NDOC with vocational training classes.

d. Last bid date: 09/14/2011 Anticipated re-bid date: 09/14/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY12; DETR. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	11/02/2011 08:22:46 AM
Division Approval	bfarris	11/08/2011 11:16:30 AM
Department Approval	dreed	11/18/2011 17:20:12 PM
Contract Manager Approval	cphenix	12/15/2011 15:45:24 PM
Budget Analyst Approval	knielsen	12/19/2011 09:01:20 AM
Team Lead Approval	knielsen	12/19/2011 09:07:56 AM
BOE Agenda Approval	cwatson	12/19/2011 10:02:08 AM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12778**

Agency Name: **DEPARTMENT OF CORRECTIONS**  
 Agency Code: **440**  
 Appropriation Unit: **All Budget Accounts - Category 50**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: California Prison Industries  
 Contractor Name: **California Prison Industries**  
 Address: **560 East Natoma Street**  
 City/State/Zip: **Folsom, CA 95630**  
 Contact/Phone: null916-358-1597  
 Vendor No.:  
 NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2015**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Inmate Shoes**

5. Purpose of contract:

**This is a new interlocal agreement to provide the department with a low cost, good quality shoe for the inmate population.**

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?

Per NRS 209.131, the Department of Corrections is required to provide inmates that are housed within its institutions necessary clothing.

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

The Nevada Department of Corrections does not manufacture shoes and no other state agency offers 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?

The Department of Corrections worked with the Purchasing Division and issued a RFP. However, a suitable vendor was not found that could provide a durable shoe at a reasonable price. The agency contacted California Prison Industries to find out what vendor they were using and discovered California Prison Industries were producing them. Therefore, California Prison Industries was chosen because they can provide a low cost, good quality shoe within the required time frames that are needed.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	carnol1	11/15/2011 09:05:30 AM
Division Approval	bfarris	11/15/2011 15:23:05 PM
Department Approval	dreed	11/18/2011 17:18:34 PM
Contract Manager Approval	mvarne1	11/28/2011 09:02:40 AM
Budget Analyst Approval	knielsen	12/15/2011 13:37:43 PM
Team Lead Approval	knielsen	12/15/2011 13:37:47 PM
BOE Agenda Approval	jburry	12/23/2011 13:43:25 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12911**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CLARK, COUNTY OF**Contractor Name: **CLARK, COUNTY OF**  
Address: **LAS VEGAS METROPOLITAN POLICE**  
**PO BOX 749509**City/State/Zip: **LOS ANGELES, CA 90074-9509**Contact/Phone: **null702-828-3932**Vendor No.: **T81026920AN**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	<b>14.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/>	Highway Funds	<b>86.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

**Due to staff turnover in the Department of Public Safety and the Las Vegas Metro Police Department Forensic Laboratory, the duration of attorney reviews, and the final board approval in Clark County, the signature approvals by all parties were not obtained until after the June BOE deadline. Based on the knowledge gained in the process of drafting this contract, a delay in future contract review and approval is not anticipated.**

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Forensic Analysis**

5. Purpose of contract:

**This is a new interlocal agreement to provide forensic laboratory analysis for various divisions of the Department of Public Safety. Analysis includes but is not limited to testing of evidence for crime scene investigations, firearms examinations, shoeprint and tiretrack comparisons, and DNA analysis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$44,000.00**

Other basis for payment: quarterly upon receipt of invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 484C.110 - 484C.190 requires evidentiary forensic analysis of certain samples.

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

The State does not have a laboratory or expertise to perform testing and analysis of evidentiary samples.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The LVMPD Forensic Laboratory currently performs service for DPS and the services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbauer	12/07/2011 11:51:56 AM
Division Approval	jbauer	12/07/2011 11:52:00 AM
Department Approval	jbauer	12/07/2011 11:52:03 AM
Contract Manager Approval	jbauer	12/07/2011 11:52:09 AM
Budget Analyst Approval	jstrandb	12/08/2011 09:40:16 AM
Team Lead Approval	jmurph1	12/14/2011 10:00:59 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:01:03 AM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Chris Perry  
Director

James M. Wright  
Deputy Director

## Director's Office


555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-4698 • Fax (775) 684-4809

## Memorandum

DATE: December 6, 2011

TO: Jeff Mohlenkamp, Director, Department of Administration

THRU: Julie Strandberg, Budget Analyst, Department of Administration

FROM: Jennifer Bauer, Contracts Manager 

SUBJECT: Retroactive Interlocal Contract

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Attached is a retroactive interlocal contract between the Department of Public Safety and the Las Vegas Metropolitan Police Department (LVMPD) Forensic Laboratory.

Pursuant to the requirements set forth in NRS 484C.110 through 484C.190, the Department of Public Safety contracts with the LVMPD Forensic Laboratory to provide in pertinent part: forensic analysis of trace evidence, controlled substances, shoeprint and tire track comparison, firearms, crime scene investigation, fingerprints, and DNA analysis in various counties in southern Nevada.

Due to staff turnover in the Department of Public Safety and the LVMPD Forensic Laboratory, the duration of attorney reviews, and the final board approval in Clark County, the signature approvals by all parties were not obtained until after the June BOE deadline.

Based on the knowledge gained in the process of drafting this contract, a delay in future contract review and approval is not anticipated.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12853**

Agency Name: **WILDLIFE**  
 Agency Code: **702**  
 Appropriation Unit: **4457-28**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**  
 Contractor Name: **BOARD OF REGENTS-UNR**  
 Address: **UNR CONTROLLERS OFFICE  
 MAIL STOP 0124**  
 City/State/Zip: **RENO, NV 89557-0025**  
 Contact/Phone: **Kelly Stewart 775/784-4583**  
 Vendor No.: **D35000816**  
 NV Business ID: **SM00220683**

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Heritage Funding</b>

Agency Reference #: 12-20

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2012**

Contract term: **180 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Mule Deer Habitat**

5. Purpose of contract:

**This is an interlocal contract for the investigation of habitat use by Mule Deer on agricultural lands in Nevada. Management of Nevada's mule deer population will be enhanced by identifying how current land use practices and policies impact mule deer populations. This project was selected competitively by the Nevada Board of Wildlife Commissioners under Nevada's Heritage Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,285.00**

Other basis for payment: Receipt of a valid contractor invoice and project manager's approval.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This is an approved Wildlife Heritage Trust Account project. The Wildlife Heritage program was set up in 1995. This statutory program provides funds each year for approved wildlife projects. If a submitted project proposal fits within the guidelines of the program, that project may be selected for funding through the Heritage account. This contract was awarded pursuant to NRS 501.3575 and NAC 501.320 by the Board of Wildlife Commissioners and complies with the statutory requirements.

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

Projects are submitted to the Wildlife Heritage Committee. Any organization or individual can submit a proposal for project funding. Funds are awarded upon Board of Wildlife Commission approval.

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?

Any individual or organization may submit a proposal for project funding. Once all proposals are received they are reviewed and ranked by the Wildlife Heritage Committee, and then final approvals are given the by the Nevada Board of Wildlife Commissioners. This contract was awarded pursuant to NRS 501.3575 and NAC 501.320 by the Board of Wildlife Commissioners and complies with the statutory requirements.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Numerous projects with NDOW. Work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmcdani	11/10/2011 15:29:09 PM
Division Approval	bmcdani	11/10/2011 15:29:12 PM
Department Approval	bmcdani	11/10/2011 15:29:15 PM
Contract Manager Approval	mkrumena	11/17/2011 14:02:05 PM
Budget Analyst Approval	kkolbe	11/30/2011 13:06:24 PM
Team Lead Approval	jmurph1	12/14/2011 10:22:35 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:22:38 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12878**

Agency Name: **WILDLIFE**  
 Agency Code: **702**  
 Appropriation Unit: **4457-28**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **FRATERNITY OF THE DESERT**  
 Contractor Name: **FRATERNITY OF THE DESERT**  
 Address: **BIGHORN**  
**PO BOX 27494**  
 City/State/Zip: **LAS VEGAS, NV 89126-1494**  
 Contact/Phone: null702-879-6737  
 Vendor No.: T81028362  
 NV Business ID: NV19841008115

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Heritage Trust Account</b>

Agency Reference #: 12-16

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2012**

Contract term: **180 days**

4. Type of contract: **Contract**

Contract description: **Big game water**

5. Purpose of contract:

**This is a new contract for survey, maintenance, repair, and replacement of big game water guzzlers. Guzzlers provide critical water sources for some wildlife. Activities will include replacement of an old guzzler (with follow up maintenance), repairs to other guzzlers, and helicopter flights for guzzler surveys.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: Upon receipt of a valid invoice with documentation of all charges and project manager approval

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a Wildlife Heritage Trust Account project, awarded pursuant to NRS 501.3575 and NAC 501.300 by the Nevada Board of Wildlife (NBWC) as part of the Heritage program. The Wildlife Heritage program was created in 1995. This statutory program provides funds each year for approved wildlife projects. Projects are submitted to the Wildlife Heritage Committee. If a submitted project fits the guidelines of the program it may be selected for funding from the Wildlife Heritage Trust Account. This project complies with the statutory requirements and was selected by the NBWC as part of the Heritage program.

The work performed under this contract will help maintain critical water sources in wildlife habitat, supporting the propagation and management of big game species.

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

Projects are submitted to the Wildlife Heritage Committee. Any organization or individual can submit a proposal for project funding and, if approved, funds are awarded upon Board of Wildlife Commissioners approval.



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?

Any individual or organization may submit a proposal for project funding. Once all proposals are received they are reviewed and ranked by the Wildlife Heritage Committee, and then final approvals are given by the Nevada Board of Wildlife Commissioners. This contract was awarded pursuant to NRS 501.3575 and NAC 501.320 by the Board of Wildlife commissioners and complies with the statutory requirements.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previous Heritage program contract with NV Dept. of Wildlife. Performance satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	11/28/2011 12:53:10 PM
Division Approval	mkrumena	11/28/2011 12:53:13 PM
Department Approval	mkrumena	11/28/2011 12:53:15 PM
Contract Manager Approval	mkrumena	11/28/2011 12:53:18 PM
Budget Analyst Approval	kkolbe	12/02/2011 13:58:27 PM
Team Lead Approval	jmurph1	12/14/2011 10:20:44 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:20:47 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: **12876**

Agency Name: **WILDLIFE**  
 Agency Code: **702**  
 Appropriation Unit: **4467-14**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: Bureau of Land Management  
 Contractor Name: **Bureau of Land Management**  
 Address: **BLM SURPRISE FIELD OFFICE**  
**PO BOX 460**  
 City/State/Zip: **CEDARVILLE, CA 96104**  
 Contact/Phone: null530/279-6101  
 Vendor No.: T81074212F  
 NV Business ID: N/A

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Habitat Conservation Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: 12-22

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2012**

Contract term: **1 year**

4. Type of contract: **Interlocal Agreement**

Contract description: **BLM Juniper removal**

5. Purpose of contract:

**This is a new interlocal agreement for the removal of juniper from encroached aspen stands and along riparian areas in the Bull Creek Drainage to decrease competition with desirable vegetation and restore aspen and riparian community health and integrity. The goal of this project is to enhance habitat for wildlife species including sage-grouse, mule deer and antelope.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$200.00 per acre

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Juniper has encroached the area thereby degrading wildlife habitat, increasing fuel loads and decreasing stream flows. This removal project is expected to improve ecosystem functional health and integrity, enhance wildlife habitat, encourage growth of native shrubs and grasses, raise the water table, and reduce the level of hazardous fuel loading.

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

No State agency can perform these tasks in a cost-effective 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: **Not Applicable**

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

Government agency; interlocal contract.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Many contracts with NDOW over the past few years, including predecessor to this contract for juniper removal in state fiscal years 2009-11. Performance satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	11/28/2011 10:18:29 AM
Division Approval	mkrumena	11/28/2011 10:18:32 AM
Department Approval	mkrumena	11/28/2011 10:18:35 AM
Contract Manager Approval	mkrumena	11/28/2011 10:18:38 AM
Budget Analyst Approval	kkolbe	12/02/2011 14:06:38 PM
Team Lead Approval	jmurph1	12/14/2011 10:18:08 AM
BOE Agenda Approval	jmurph1	12/14/2011 10:18:11 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **12905**Agency Name: **PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: William Michael Urrutia

Contractor Name: **William Michael Urrutia**Address: **PO Box 226**City/State/Zip: **Friant, CA 93626**

Contact/Phone: Mike Urruita 559-281-6676

Vendor No.:

NV Business ID: NV20101836083

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 %</b>

Agency Reference #: RFP012-01 Fort Churchill

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2014**Contract term: **3 years**4. Type of contract: **Revenue Contract**Contract description: **Fort Churchill Graze**

5. Purpose of contract:

**This is a new revenue grazing lease for Fort Churchill State Park in Lyon County. This is a natural resource management strategy for vegetation, habitat control and fuel reduction as well as maintaining the original cultural aspects and integrity of the property. This lease provides the grazing rights to approximately 2500 acres located within Fort Churchill State Park for three grazing seasons.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$144,000.00**

Payment for services will be made at the rate of \$48,000.00 per year

Other basis for payment: or an option in lieu lesse may furnish materials, fencing, services and equipment to improve the leased area.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This is to pasturage and grazing of livestock. This is a natural resource management strategy for vegetation control, habitat control and fuel reduction as well as maintaining the original cultural aspects and integrity of the property.

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

State Parks has neither the resources or the manpower to complete this task.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

State Parks did a Request for Proposal (RFP), as directed by State Purchasing. Mr. Urrutia was the only bidder to meet the standards required by the RFP.

d. Last bid date: 03/01/2007 Anticipated re-bid date: 12/31/2016

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Mr. Urrutia holds the current lesse agreement with State Parks.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	12/06/2011 14:56:05 PM
Division Approval	sdecrona	12/06/2011 14:56:08 PM
Department Approval	sdecrona	12/06/2011 14:56:11 PM
Contract Manager Approval	sdecrona	12/14/2011 08:05:14 AM
Budget Analyst Approval	jrodrig9	12/14/2011 12:22:06 PM
Team Lead Approval	cwatson	12/15/2011 12:53:50 PM
BOE Agenda Approval	cwatson	12/15/2011 12:53:56 PM
BOE Final Approval	Pending	

ATTACHMENT B  
STATE OF NEVADA  
SCOPE OF WORK  
FORT CHURCHILL PASTURE MANAGEMENT PLAN

Nevada Division of State Parks intends to permit grazing and the growing of crops on portions of the Carson River Ranch Property. Currently, there are three sections of the ranch properties (DePaoli, Ghiglia and Amerongen) that have been established for the purposes stated above. The Ghiglia and Amerongen sections will be divided into 5 smaller subsections or pastures. In those sections a perimeter fence will be installed along the Carson River approximately 50 yards from the high water mark from Scout Camp to the Hercules Access. Designated stock water areas will be incorporated for lessee's use throughout the year. This fence will prevent to some degree the impacts of cattle to an area that has been determined as a low impact use area (sensitive area). The DePaoli section will be divided into pastures A – O.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **12851**

Agency Name: <b>FORESTRY DIVISION</b>	Legal Entity Name: Davey Resource Group, A Division of The Davey Tree Expert Company
Agency Code: <b>706</b>	Contractor Name: <b>Davey Resource Group, A Division of The Davey Tree Expert Company</b>
Appropriation Unit: <b>4195-60</b>	Address: <b>7627 Morro Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Atascadero, CA 93422</b>
If "No" please explain: Not Applicable	Contact/Phone: Dana Karcher 805-461-7500
	Vendor No.:
	NV Business ID: NV19971266821

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: NDF12-008

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2013**

Contract term: **1 year and 180 days**

4. Type of contract: **Contract**

Contract description: **Tree Inventory**

5. Purpose of contract:

**This is a new contract to conduct a tree inventory of public trees in the built-up areas of Clark County, NV. The tree inventory will pertain to publicly-maintained trees in designated public facilities and streetscape areas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$420,000.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon agency's approval of received invoice(s) not to exceed \$420,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The need to inventory, assess and manage urban trees is identified as a priority in the Nevada Division of Forestry's state assessment and strategies. The Division's UrbanForestry Program received a U.S. Forest Service Western Competitive Grant and an American Recovery and Reinvestment Act (ARRA) grant to fund public tree inventories and assessments in Clark County and the Las Vegas Valley. For the U.S. Forest Service National Urban Forestry Program, tree inventories and urban forestry assessments are a high priority for funding.

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

State employees do not have the resources or expertise to conduct an inventory of this nature.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other? This vendor was selected based on evaluation criteria and scores.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Table with 3 columns: Approval Level, User, Signature Date. Rows include Budget Account Approval, Division Approval, Department Approval, Contract Manager Approval, Budget Analyst Approval, Team Lead Approval, BOE Agenda Approval, and BOE Final Approval.



### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>10652</b>	Amendment Number: <b>3</b>
Agency Name: <b>ENVIRONMENTAL PROTECTION</b>	Legal Entity Name: <b>KLEINFELDER GROUP INC</b>
Agency Code: <b>709</b>	Contractor Name: <b>KLEINFELDER GROUP INC</b>
Appropriation Unit: <b>3187-54</b>	Address: <b>KLEINFELDER WEST INC 4835 LONGLEY LN</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/689-7800
	Vendor No.: T80967348C
	NV Business ID: NV19801004246

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP 10-008

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2009**

Anticipated BOE meeting date 12/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **3 years and 22 days**

4. Type of contract: **Contract**

Contract description: **Environment Cleanup**

5. Purpose of contract:

**This is the 3rd amendment to the original contract, which provides ongoing services to aid the state to identify, assess, and remediate properties that have hazardous substances, pollutants or are contaminated. This function is related to/associated with a national program designed to redevelop and/or promote economic restoration of abandoned, underutilized or vacant properties that have been identified as properties that are contaminated or potentially contaminated with hazardous substances. This amendment increases the maximum amount from \$537,235 to \$725,531 to provide ongoing needed services at the established contract scope of work and rate.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$428,908.00
2. Total amount of any previous contract amendments:	\$108,327.00
3. Amount of current contract amendment:	\$188,296.00
4. New maximum contract amount:	\$725,531.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The project Brownfields is Nevada Land Recycling Program. The consulting services perform environmental assessment and possible cleanup of Nevada lands.

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 or expertise to do this level of work.

9. Were quotes or proposals solicited? Yes  
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

The evaluation team scored Kleinfelder in the top two.

d. Last bid date: 12/23/2008 Anticipated re-bid date: 12/01/2012

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is currently approved by BOE for consulting services and to perform environmental assesment and possible cleanup of Brownfields.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfleming	11/04/2011 10:05:25 AM
Division Approval	jnajima	11/04/2011 10:15:40 AM
Department Approval	jnajima	11/04/2011 10:15:45 AM
Contract Manager Approval	dbenson	11/07/2011 12:12:15 PM
Budget Analyst Approval	jrodrig9	11/07/2011 17:58:35 PM
Team Lead Approval	cwatson	12/15/2011 13:35:24 PM
BOE Agenda Approval	cwatson	12/15/2011 13:35:28 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **11884** Amendment Number: **1**

Agency Name: **DEPT OF MOTOR VEHICLES** Legal Entity Name: **VALLEY ENTERPRISES INC**

Agency Code: **810** Contractor Name: **VALLEY ENTERPRISES INC**

Appropriation Unit: **4735-04** Address: **PO BOX 214**

Is budget authority available?: **Yes** City/State/Zip: **LOGANDALE, NV 89201**

If "No" please explain: Not Applicable Contact/Phone: **Dorothy Adams 702/398-3666**

Vendor No.: **T81104717**

NV Business ID: **NV20001517863**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/31/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **01/31/2012**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Janitorial Service**

5. Purpose of contract:

**This is an amendment to the original contract, which provides for ongoing janitorial service at the DMV facility located in Mesquite, Nevada. This amendment extends the termination date from January 31, 2012 to January 31, 2015 and increases the maximum amount from \$7,716 to \$30,864 to cover the cost of the extension.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,716.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$23,148.00
4. New maximum contract amount:	\$30,864.00
and/or the termination date of the original contract has changed to:	01/31/2015

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department is required to maintain a clean facility and the lessor does not provide this service.

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

There are no State employees available in the area to provide this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Lowest bid.

d. Last bid date: 02/01/2008 Anticipated re-bid date: 12/01/2015

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently contracted with DPS and DMV-service has been satisfactory. Previously contracted with DMV during January, 2002 through February, 2008-service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	12/08/2011 09:37:09 AM
Division Approval	cmunoz	12/08/2011 09:37:11 AM
Department Approval	dcook	12/08/2011 09:46:00 AM
Contract Manager Approval	hazevedo	12/08/2011 09:51:44 AM
Budget Analyst Approval	cwatson	12/15/2011 13:03:23 PM
Team Lead Approval	cwatson	12/15/2011 13:03:27 PM
BOE Agenda Approval	cwatson	12/15/2011 13:03:31 PM