Governor Steve Sisolak *Chairman*

Susan Brown Clerk of the Board



Attorney General Aaron D. Ford Member

Secretary of State Barbara K. Cegavske Member

STATE OF NEVADA BOARD OF EXAMINERS

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

PUBLIC MEETING NOTICE AND AGENDA

Date and Time:March 12, 2019, 10:00 AMLocation:Old Assembly Chambers of the Capitol Building
101 N. Carson Street
Carson City, Nevada 89701

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

AGENDA

- 1. Call to Order / Roll Call
- 2. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes).
- 3. Approval of the February 12, 2019 Minutes (For possible action)

4. Department of Administration – Victims of Crime Fiscal Year 2019 2nd Quarter Report and Fiscal Year 2019 3rd Quarter

Recommendation (For possible action)

Pursuant to NRS 217.260, Department shall prepare and submit quarterly to the Board of Examiners, for its approval, estimates of available revenue in the Fund for the compensation of victims of crime, and the anticipated expenses for the quarter. Claims are categorized as to their priority; and claims categorized as the highest priority are paid, in whole or in part, before other claims.

The 2nd quarter fiscal year 2019 Victims of Crime Program report states all approved claims were resolved totaling \$2,493,213.01 with \$1,451,724.41 paid out of the Victims of Crime Program account and \$1,041,488.60 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future cash available at \$2.5 million at the end of Fiscal Year 2019 to help defray crime victims' medical costs. This amount does not include \$7.5 million in federal Department of Justice Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance grant funds, approved by the Interim Finance Committee at their January meeting, from the Division of Child and Family Services for operating expenses and payments to victims related to the Route 91 Harvest Music Festival.

Based on these projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 3rd quarter of fiscal year 2019.

5. Review and Consideration of Victims of Crime Appeal (For possible action)

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. The Board may affirm, modify or reverse the decision of the Appeals Officer. The Board will hear the appeal of Mr. Daniel Hunt.

6. State Vehicle Purchases (For possible action)

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural Resources – Environmental Protection Division Contingent on IFC Work Program #C46221	1	\$31,944
Total	1	\$31,944

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

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

Pursuant to NRS 333.705, subsection 1, the Department requests to contract with a former employee, Jim Wells. Mr. Wells will be assisting in the analysis and the review of all financial processes, including budgeting and projections and financial staff organizations.

B. Governor's Finance Office

Pursuant to NRS 333.705, subsection 1, the Office requests to contract with a former employee, Nikki Hovden, to assist with various duties relating to management training, as well as provide support during the 2019 Legislative Session. Ms. Hovden will be hired through Master Service Agreement #18404, with Manpower Temporary Services.

C. Department of Transportation (4)

Pursuant to NRS 333.705, subsection 1, the Department requests to contract with a former employee, Ruth M. Borrelli. Atkins North America, Inc. is proposing to utilize Mrs. Borrelli to provide support and services to the Right-of Way Division.

Pursuant to NRS 333.705, subsection 1, the Department requests to contract with a former employee, John Ogden. Diversified Consulting Services is proposing to utilize Mr. Ogden as an Inspector Level IV in the augmentation of Construction Crews in District III.

Pursuant to NRS 333.705, subsection 1, the Department requests to contract with a former employee, Jesse Ruzicka. NewFields is proposing to utilize Mr. Ruzicka as a Project Manager on the I-80 Emigrant Truck Climbing Lanes project agreement.

Pursuant to NRS 333.705, subsection 1, the Department requests to contract with a former employee, David Swirczek. Henningson Durham and Richardson, Inc. is proposing to utilize Mr. Swirczek to fill the position of Inspector, a key role in overseeing the construction in the Full Administration of District II Betterment projects agreement P614-17-040.

8. Request Reimbursement from the Statutory Contingency Account (For possible action)

Pursuant to NRS 293.253(6), the Secretary of State requests \$372,518.95 from the Statutory Contingency Account to reimburse county clerks for the cost of publication for statewide ballot measures from the 2018 general election. Corresponds with Work Program #C46048.

9. Approval of Payment to the Secretary of the U.S. Treasury Pursuant to the Cash Management Improvement Act (For possible action)

The State Controller requests approval of payment to the U.S. Treasury in an amount not to exceed \$255,302 from the General Fund. This is the highest possible payable liability for 2018. The U.S. Treasury is reviewing the report and should have a final liability figure by March 15, 2019. Payment to the U.S. Treasury is required by March 30, 2019.

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

Department of Administration – Division of Enterprise Information Technology Services

The Department seeks approval for the sixth amendment to the existing master lease agreement with International Business Machines. This amendment increases the maximum amount from \$11,717,676.30 to \$12,045,136.35 due to the purchase/lease of hardware and hardware maintenance and services for the mainframe server.

- 11. <u>Approval of Proposed Leases (For possible action)</u>
- 12. Approval of Proposed Contracts (For possible action)
- 13. <u>Approval of Proposed Master Service Agreements (For possible action)</u>

14. Clerk of the Board Contracts (Informational only)

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from January 19, 2019 through February 15, 2019.

15. Reports (Informational only)

Statewide Quarterly Overtime Report – Fiscal Year 2019 2nd Quarter

Pursuant to NRS 284.180, the Department of Administration, Division of Human Resource Management must prepare and submit quarterly to the Budget Division of the Office of Finance a report regarding all overtime worked by employees of the Executive Department during the quarter. The Budget Division shall transmit quarterly to the Board of Examiners the report and the analysis of the Budget Division regarding the report. The Budget Division submits the 2nd Quarter Overtime Report and analysis for Fiscal Year 2019.

16. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes).

17. Adjournment (For possible action)

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

Agenda Posted at the Following Locations:

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

Notice of this meeting was posted on the Internet: <u>http://budget.nv.gov/Meetings/Meetings-new/</u> and <u>https://notice.nv.gov</u> Governor Steve Sisolak Chairman

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MEETING MINUTES

Date and Time:

Location:

February 12, 2019, 10:00 AM

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

Video Conference Location:

Grant Sawyer Building 555 E. Washington Avenue, Ste. 5100 Las Vegas, Nevada 89101

MEMBERS PRESENT:

Governor Steve Sisolak Attorney General Aaron Ford Secretary of State Barbara Cegavske

STAFF PRESENT:

Susan Brown, Clerk of the Board Greg Ott, Board Counsel, Deputy Attorney General Dale Ann Luzzi, Board Secretary

OTHERS PRESENT:

Julie Funai, Member of Public Melanie Chapman, Member of Public Dennis Gallagher, Chief Deputy Attorney General James Dzurenda, Director, Department of Corrections

1. Call to Order / Roll Call

Governor: Good morning. I would like to call to order today's meeting of the State of Nevada, Nevada Board of Examiners to order.

Secretary: Let the record reflect, we do have a quorum and this meeting was posted in compliance with Nevada's Open Meeting Laws.

Governor: Thank you.

2. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes).

Governor: This is the first time set aside for public comment. Anyone wishing to address the Board, on any item on today's agenda, items on the agenda, please step forward, identify yourself for the record. Comments will be limited to three minutes.

Julie Funai: Good morning. My name is Julie Funai. I'm with the Law Office of Lipson Neilson. Governor Sisolak, Attorney General Ford and Madam Secretary, we are attorneys from Lipson Neilson who represent the Las Vegas Dental Association, also known as LVDA. The scathing 2016 Legislative Audit showed a long history of conflicts of interest with all the Dental Board Members, who also belong to the Nevada Dental Association, also known as NDA.

As a result of the audit and unethical conduct, only four new neutral Members have been appointed to the Dental Board. In quoting an Assemblywoman's own words of frustration, "I've been battling this Dental Board for over 20 years," which is an arm of the Nevada Dental Association.

We believe that Governor Sisolak has made it clear that he would be in favor of greater access to dental healthcare for all Nevadans and to stop any Dental Board Members who improperly discipline dentists who provide dental care at a lower cost to compete with NDA dentists for patients.

Governor Sisolak's investigators met with LVDA on January 11th about Dental Board Members Pisani and Champagne for their misappropriation of \$70,000 of Board donations to his own non-profit organization and to his mother's organization, respectively. Most of the licensees who were allowed to donate \$70,000 to Pisani and Champagne's non-profit organization, in lieu of discipline or charges, belonged to the NDA. The Ethics Commission's letters confirmed that Dr. Pisani and Dr. Champagne engaged in, "prohibited conduct associated with the use of their official positions to secure an unwarranted advantage for themselves or any person to whom they have a commitment in a private capacity, including a non-profit organization." This is dishonorable conduct at the very least.

During the audit period, not one licensee belonging to the NDA was ever disciplined. Based on the audit, 100% of all disciplinary actions were taken against non-NDA dentists. Dr. Sanders, Vice President of the NDA and a handful of non-Dental Board Members who belong to the NDA, have been given the ability to dismiss Dental Board complaints against any NDA dentists without any oversight. The NDA has the ability to block patient complaints from being filed at the Dental Board.

Dr. Thiriot from the NDA, who is not a Dental Board Member, requires that all Nevada citizens initially send him a draft of their complaint so that he can decide whether or not they will be allowed to receive the Board's verification form. Without the Board's verification form, the complaint shall not be investigated. If Dr. Thiriot allows a complaint to be verified, he then sends the complaint to another non-Dental Board NDA dentist. This NDA investigator also has the power to dismiss any patient complaints without any Dental Board oversight. If they control the complaints they control who gets disciplined. A benefit of NDA membership is that they can avert patient complaints away from the Board's disciplinary process. A review panel consisting of Dr. Thiriot, who initially approves the complaint and the NDA Vice-President, Dr. Sanders, reviews each investigation.

Dr. Sanders has received hundreds of thousands of dollars from NDA licensees. Dr. Sanders could not have been impartial to evaluate NDA licensees who give him money and LVDA licensees who are a threat to the NDA's existence.

We will just submit for the record, a copy of the 2016 Legislative Audit of the Dental Board, the Ethics Commissions Orders and the statement read on to the record, including a copy of our statement. (Attachment A)

Governor: Thank you very much for your comments. I appreciate them, thank you. If you could submit them, we'd appreciate it.

Julie Funai: Thank you, Governor Sisolak.

Governor: Thank you. Is there anyone else in Las Vegas wishing to speak during public comment?

Melanie Chapman: Good morning, Governor Sisolak, Attorney General Ford and Madam Secretary. My name is Melanie Chapman and I'm the current General Counsel for the Nevada State Board of Dental Examiners. As you have just heard, there are a lot of statements being made about the Board, its Members, its staff, former General Counsel and although not today, myself.

I have been with the Board for about 15 months and much of what is being said predates my involvement. However, to the extent that there were recommendations made by the Legislative Counsel Bureau (LCB) Audit, these recommendations have been fully implemented and this has been confirmed by both the LCB Auditors and the Governor's Finance Office.

Despite this, this campaign of misinformation has continued and has required an inordinate amount of my short time with the Board, almost since the day I began. While public comment would normally not be the subject of response, the number of misstatements, misrepresentations, factual omissions and outright falsities that permeate these statements can no longer go unanswered. I'm not attempting to argue in a public forum, in fact, I find that exceedingly distasteful and harmful to the public for which the Dental Board exists to protect. However, I feel it's necessary and appropriate to publicly advise that the statements being made are largely unsupported, erroneous or simply false and the Board's Executive Director, Ms. Shaffer-Kugel and I will make ourselves available at any time, at your convenience, to discuss these issues and to answer or address any questions that you may have based upon the misstatements being made. Thank you.

Governor: Thank you for your comments. Is there anyone else? Seeing no one, I'm going to close the first session of the public comment.

3. Approval of the January 15, 2019 and the January 22, 2019 Minutes (For possible action)

Governor: Item number 3, *Approval of the January 15, 2019 and January 22, 2019 Minutes.* Do we have a motion?

Secretary of State: Yes, Governor. Move for approval of the Minutes of January 15 and January 22 of 2019.

Attorney General: I second the motion.

Governor: We have a motion on the floor from Secretary Cegavske and seconded. Is there any discussion on that motion? Hearing and seeing none, all in favor signify by saying aye. Any opposed? The motion passes.

4. State Vehicle Purchases (For possible action)

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Corrections – Warm Springs Correctional Center	1	\$1,000
Department of Public Safety- Nevada Highway Patrol	5	\$204,922
Department of Wildlife – Habitat Division	3	\$113,126
Total	9	\$319,048

Governor: Next item – item number 4, *State Vehicle Purchases*.

Clerk: Good Morning, Governor, Members of the Board. Item 4 is *State Vehicle Purchases*. There are three requests today for a total of nine vehicles on this agenda item.

The first request is from the Department of Corrections, Warm Springs Correctional Center to purchase one replacement vehicle for \$1,000 from State Purchasing surplus vehicle inventory. The vehicle being replaced was totaled in an automobile accident. The replacement vehicle will be funded from insurance recovery funds. The balance of those funds will be placed in reserve for reversion.

The second request is from the Department of Public Safety, Nevada Highway Patrol for the purchase of five replacement vehicles for \$204,922. The vehicles being replaced were totaled in automobile accidents. These vehicles will be funded using insurance recovery funds.

The third request is from the Department of Wildlife, Habitat Division to purchase three replacement vehicles for \$113,126. The vehicles being replaced have met the age and/or mileage requirements in SAM and were included in the agency's legislatively approved budget.

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

Governor: Thank you. Do we have any questions, regarding any of the purchases of the vehicles? Do I have a motion on item number 4?

Attorney General: Mr. Chair, I move approval of the request.

Secretary of State: Governor, I'll second the State Vehicle Purchases.

Governor: We have a motion on the floor from General Ford and seconded by Secretary Cegavske. Is there any discussion on that motion? Hearing and seeing none, all in favor signify by saying aye. Any opposed? The motion passes.

5. Request for Approval to Pay a Claim from the Stale Claims Account (For possible action)

A. Department of Education

Pursuant to NRS 353.097, subsection 4, the Department requests approval to pay \$284,287.90 from the General Fund, Stale Claims Account for a Fiscal Year 2018 request for funds for the Account for Instruction in Financial Literacy from Clark County School District.

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

Pursuant to NRS 353.097, subsection 4, the Division requests approval to pay \$245,445 from the General Fund, Stale Claims Account, for a Fiscal Year 2018 invoice from Interactive Voice Applications dba IVA, Inc. for work related to securing additional federal and other non-state revenues.

Governor: Next item, number 5, *Request for Approval to Pay a Claim from the Stale Claims Account.*

Clerk: Item 5 includes two requests to pay late invoices pursuant to NRS 353.097 from the Stale Claims Account.

The first request is from the Department of Education to pay \$284,287.90 to the Clark County School District from the Account for Instruction in Financial Literacy. The request was received by the Department after the cutoff for processing Fiscal Year 2018 transactions. Funds in this program did not balance forward and the Department did revert sufficient funds to cover the costs of this claim. This claim will be paid from the General Fund Stale Claims Account.

The second request is from the Department of Health and Human Services, Division of Child and Family Services, Rural Child Welfare to pay \$245,445 to Interactive Voice Applications, doing business as, IVA, Inc. for work related to securing additional federal and other non-state funds. The request was received by the Department prior to the cutoff for processing Fiscal Year 2018 transactions, but the calculation for reimbursement was still being developed. Future stale claims are not anticipated for this vendor. The Department did revert sufficient funds to cover the costs of this claim. The claim will be paid from the General Fund Stale Claims Account.

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

Governor: Thank you. So, I've just had a question on the second request. I see the invoice date was June of 2018. Is there something these departments can do to become timelier so that these don't become stale?

Clerk: In this case, they were working out how the payment was going to be made with what the calculation for that payment would be and that took a little bit of time and the attorneys were involved in that discussion. This was the amount that was finally decided.

Governor: So, is eight months reasonable?

Clerk: Yes.

Governor: Any questions on item number 5? Do we have a motion on item number 5?

Attorney General: Move approval.

Governor: General Ford moves approval.

Secretary of State: I'll second it.

Governor: Secretary Cegavske has seconded the motion. Is there any discussion? All in favor signify by saying aye. Any opposed? The motion passes.

6. Request for Approval to Join or Use Other Government's Contract (For possible action)

Department of Motor Vehicles – Motor Carrier Division \$383,550.88

Pursuant to Nevada Administrative Code (NAC) 333.175, the Division requests approval to participate in an amended Kentucky Transportation Cabinet/Division of Motor Carriers contract with Explore Information Services, LLC to provide access to an existing and fully operational International Fuel Tax Agreement system. The contract that the Division currently participates in has been amended by the other parties. This amendment would increase the maximum amount from \$283,913.64 to \$667,464.52 through December 26, 2020.

Governor: Item number 6, *Request for Approval to Join or Use other Government's Contracts.*

Clerk: Item 6 is a request to join or use another government's contracts. NAC 333.175 allows the State to participate in a multi-state contract as long as the contract is awarded by competitive selection in a manner that substantially complies with NRS Chapter 332 or 333.

This request from the Department of Motor Vehicles seeks approval to participate in an amended multi-state award under the State of Kentucky, Division of Motor Carriers to provide access to an existing, fully operational International Fuel Tax Agreement System. The amount for this service has increased from \$283,913.64 to \$667,464.52 and the termination date has been extended through December 26, 2020. The original approval to join a multi-state award was obtained at the May 8, 2018 Board of Examiner's meeting.

Representatives from the Department are available to answer any questions you may have.

Governor: Thank you. Do we have any questions? Do we have a motion on item number 6?

Secretary of State: Move for approval.

Attorney General: Second.

Governor: Secretary Cegavske moves approval. General Ford seconds it. Is there any discussion? Hearing and seeing none, all in favor signify by saying aye. Any opposed? The motion passes.

7. Requesting Approval to Accept a Settlement – Department of Transportation – Administration – \$950,000 (For possible action)

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

Clerk: Item 7 includes a request for approval to fully and finally resolve a matter related to the Blue Diamond/I-15 Project that has been litigated since 2012 in the District Court and currently on appeal at the Nevada Supreme Court.

Under the terms of the agreement, NDOT will receive a total of \$950,000. The judgment currently held in NDOT's favor is for \$1,056,575.82. If approved, NDOT will accept a partial cash payment of \$600,000 and accept a promissory note for the remaining \$350,000. The promissory note will bear interest at the rate of 5% per year and will be due on December 31, 2019. Acceptance of this settlement will release the current judgment and both parties will release their respective appellate issues currently pending before the Nevada Supreme Court.

Representatives from the Department of Transportation are available to answer any questions you may have.

Governor: Thank you. I've just got one. Is the promissory note collateralized?

Dennis Gallagher: Yes, Governor, the remaining balance is collateralized with various filings and securities on other properties owned by the debtor.

Governor: Is this recorded as a lien against the subject property?

Dennis Gallagher: The lien will be released initially, on that property, which was the source of the \$600,000 payment. It will not be released on the other properties until it's paid in full.

Governor: So, it's not recorded against the property in question?

Dennis Gallagher: No.

Governor: Is there a reason for that, because he intended to sell the property, that's why he's doing this?

Dennis Gallagher: Yes, sir, that's where the proceeds came from.

Governor: Okay. Any questions? I'm fine with it.

Attorney General: Move approval.

Secretary of State: I'll second.

Governor: We have a motion to approve on the floor from General Ford, seconded by Secretary Cegavske. Is there any discussion? Hearing and seeing none, all in favor signify by saying aye. Any opposed? There are none. Motion passes. Thank you, I appreciate the explanation.

8. Approval of Proposed Leases (For possible action)

Governor: Item number 8, Approval of Proposed Leases.

Clerk: There are seven leases in agenda item number 8 for approval by the Board this morning. No additional information has been requested by Members.

Governor: Thank you. Do we have any questions from the Board? Do we have a motion?

Secretary of State: Move approval of the proposed leases in number 8.

Attorney General: Second.

Governor: We have a motion on the floor from Secretary Cegavske, seconded by General Ford. Is there any discussion? Hearing and seeing none, all in favor signify by saying aye. Any opposed? The motion passes.

9. Approval of Proposed Contracts (For possible action)

Governor: Item number 9, Approval of Proposed Contracts.

Clerk: Item number 9 – there are 36 contracts in agenda item 9 for approval by the Board this morning. Members have requested additional information on the following: Contract number 20, which is between the Department of Corrections, Correctional Programs and Clark County School District; Contract number 21, which is between the Department of Corrections, Correctional Programs and Pershing County School District.

Governor: Do we have questions on item number 9? General Ford.

Attorney General: Thank you, Mr. Chair. Fewer questions and more comments. I'm quite interested in the programs that you have set up here, Mr. Dzurenda. You and I have a history of setting up programs comparable to this and I just wanted to hear a little bit of feedback on the success of the program at this point.

James Dzurenda: Good morning, first of all, when you look nationally, evidence-based data shows that when you provide, in prison systems, special education or a way of receiving high-school equivalency diplomas or continued education and vocational training, it will reduce recidivism. It's proven that it will. What reducing recidivism means to everyone is we reduce victims in our community. So, that has to be our number one goal in our agency for those that are in the youth population or those that are under even 26 years of age.

In our prison system, we do work collaboratively with agencies, such as the Clark County School District and the different school districts in the state to provide educational services. We do provide high school credit, through equivalency diplomas, but also through high school diplomas and vocational certificates and skills. Those skills will allow an offender, when they're released, to have more opportunities for careers in the community that are actually higher wage employment, for self-sustaining employment, they will actually be able to live off of.

Our goal is not just to get offenders jobs when they get out but to get them the jobs that will pay higher wages so that they can afford to live and be able to sustain a family while they're living in the community with means to be more successful.

In our training for the inmates, we also offer many certificates, even after high school diploma equivalent diplomas, such as OSHA Certificates, Automotive Services Excellence Certificates, Environmental Protection Agency Certificates; and also Apprenticeship. Our apprenticeship programs, especially the one that we have at our High Desert State Prison, our largest state prison, allows the offenders to get an apprenticeship to teach them positions in the community that are the higher paying jobs; such as bulldozer operators, the crane operators, the forklift operators. These jobs are in demand and actually get them higher wages.

We need the County School Districts to be able to help us with the educational pieces of this. So, that is really our biggest push in the prison system, is providing for the educational pieces.

What I also briefly mentioned on special education is a huge piece in our prison system. For those offenders thatcontinue our special education, it teaches them not only about their disabilities but about, with disabilities, how they can be able to provide in the community to be able to be more successful. We do exactly the same as they do in high school. We have an Individualized Education Plan (IEP) for the inmates. We do Planned Parent-Teacher meetings and we do encourage the parents of these offenders to come in and be part of those plans and to meet with their children when they're incarcerated to get the best out of the IEPs that we can. We also allow and encourage the parents to come in to be able to be there during graduation ceremonies and certificate receipt when they receive certificates or apprenticeship because we know, by evidence-based again, that the continuation with the family and the connections with the family is one of the biggest supporters in the community to be able to get these offenders to be more successful.

So, providing more services of this can only help our communities. When we expand our services in this, it can only help our communities. That's really what we're trying to push. Especially in the next couple of years is pushing to increase our services for special education, high school equivalency diplomas, certificates and be able to get an apprenticeship, more apprenticeship in our prison system so that we can get fewer offenders to return into our systems in the future.

Governor: Thank you. General Ford.

Attorney General: Yes, thank you very much. This was very informative. I've always have been an admirer of you and your work. I follow what you have done and different jurisdictions. I'm glad that you're staying with us and good work on this program. I appreciate the contract.

Governor: Secretary Cegavske.

Secretary of State: Thank you, Governor. I just wanted to thank you. One of the things that got me involved in politics was special needs students. I really firmly believe that IEPs, is good for every student, that every student should have it. I'm so happy to hear that you're doing this for inmates and that it's working. I hope that those that are involved in the special needs classes are listening because I think every student in every class should have one of these. I just think it's very beneficial.

I also want to compliment you on what you're doing for the State and working with you has really, truly been a pleasure. So, thank you for this information today. This is very helpful, thank you.

James Dzurenda: Thank you very much.

Governor: Not to be piling on but I have to echo those compliments. The First Lady and I had an opportunity to stop at High Desert on the way up here and I tell you what – if you haven't seen it, it's a remarkable program, what they're doing there with the simulators of the heavy-equipment and how those individuals that are doing what they're doing, it's absolutely incredible. I had the opportunity to speak to some individuals and they really are looking forward to being able to provide for themselves and their families with the skills that you've afforded them. So, it's something to be very, very proud of and we're certainly proud of you for how you're handling it. So, thank you.

Are there any further questions on the approval of contracts? Secretary Cegavske.

Secretary of State: Thank you, Mr. Chair. I just have one for the Attorney General. On Contract 35, there's an \$80,000 increase in the contract for outside legal counsel. I just wondered if the Attorney General is still providing services on top of that if that's just strictly from outside, but we're still getting the Counsel from the AG?

Governor: Contract 35, Licensing Boards and Commissions.

Secretary of State: If you need to get back to me, that's okay.

Attorney General: Yes, please allow me to get back to you on that, Madam Secretary,

Secretary of State: Thank you very much.

Governor: I assume that's for one case that's on appeal with the Supreme Court?

Secretary of State: Yes, correct.

Governor: That you need special assistance?

Secretary of State: Right, I'm in favor of it. I was just curious if we were still doing it.

Governor: Do I have a motion on item number 9?

Secretary of State: Move for approval on the proposed contracts in section 9.

Governor: We have a motion from Secretary Cegavske, seconded by General Ford. Is there any discussion? Hearing and seeing none, all in favor signify by saying aye. Any opposed? The motion passes.

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

Governor: Item number 10, Approval of Proposed Master Service Agreements.

Clerk: There are 26 master service agreements in agenda item 10 for approval by the Board this morning. No additional information has been requested by Members.

Governor: Do we have any questions as it relates to master service agreements? Seeing none, do I have a motion?

Attorney General: Move for approval.

Secretary of State: Second.

Governor: We have a motion on the floor from General Ford, seconded by Secretary Cegavske. Is there any discussion? Hearing and seeing none, all in favor signify by saying aye. Any opposed? The motion passes.

11. Information Item – Clerk of the Board Contracts

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from December 18, 2018 through January 18, 2019.

Governor: Item number 11, this is an information item, Clerk of the Board Contracts.

Clerk: There were 38 contracts under the \$50,000 threshold approved by the Clerk between December 18, 2018 and January 18, 2019. This item is informational only. No additional information has been requested by the Members.

Governor: I just have one brief question. Who set the threshold at \$50,000? Is that legislatively?

Clerk: I'll have to verify but I think it's statutory.

Greg Ott: My understanding is it exists in the State Administrative Manual (SAM).

Governor: Well, then my question would be, can we raise this threshold? I don't know, how long has it been at \$50,000? Because I don't want to delay this, can we do some more of this administratively, Counsel? Can you look into that?

Greg Ott: Absolutely, I'll look into providing you some options.

Governor: Thank you. Would any of the Board Members object to looking into increasing? To giving the staff more flexibility to approve some of these things and get them out there?

Attorney General: I'm fine with it.

Secretary of State: Yes, fine.

Governor: Thank you. If you could come back with that, I think it would be helpful to keep it moving, not get it bogged down here, waiting for a meeting to be called. We've done that with other agencies in terms of increasing thresholds.

Greg Ott: The \$50,000 limit is statutory, it's found in NRS 333.700, so it would take an act of the Legislature to increase that ability, it was last raised in 2013 from \$25,000. So, I do apologize for the incorrect information earlier.

Governor: That's okay. We'll have to look at that next time around, or if we can amend something, let me know.

12. Information Item – Reports

A. Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.1825, Subsection 2, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning October 1, 2018 and ending December 31, 2018.

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

Pursuant to NRS 321.5954, the Division is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the 2nd quarter of Fiscal Year 2019.

C. Governor's Finance Office – Budget Division

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, Interim Finance Committee (IFC) Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of January 14, 2019.

TORT Claim Fund	\$ 7,838,574.59
Statutory Contingency Account	\$ 2,487,846.93
Stale Claims Account	\$ 871,658.51
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$10,607,612.13
IFC Unrestricted Contingency Fund General Fund	\$ 746,091.66
IFC Unrestricted Contingency Highway Fund	\$ 1,614,754.35
IFC Restricted Contingency Fund General Fund	\$14,144,627.00
IFC Restricted Contingency Highway Fund	\$ 2,220,935.00

Governor: Item number 12, an information item, *Reports*.

Clerk: There are three information reports under item number 12.

The first report is a report from the Department of Motor Vehicles on the voluntary contributions collected by County pursuant to NRS 482.480, the Complete Streets Program, for the period from October 1, 2018 to December 31, 2018.

During the quarter ending December 31, the Department collected \$79,236 compared to \$73,112 in the same period last year and \$89,902 collected last quarter. Year-to-date, the Department collected \$169,138, a 6.6% increase from the same period in the prior year. Of the amount collected, approximately 77.74% was from Clark County, 16.23% was from Washoe County, just over 3% was from Carson City, just under 3% was from Douglas County. After deducting 1% to administer the collection and distribution of contributions, the Department distributed \$167,446.62 to the four counties year-to-date for Fiscal Year 2019 compared to \$157,085.28 for the same period in fiscal year 2018.

Approximately 13.98% of those registering a vehicle during the fiscal year contributed to the Complete Streets Program ranging from 10.45% in Douglas County to 15.06% in Clark County. This is an increase from 13.63% who contributed during the same period in Fiscal Year 2018.

The second item is an informational report regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act Program, as well as a quarterly report on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program which are required pursuant to NRS 321.5954 and Chapter 355, Statutes of Nevada, respectively. This report is for the quarter ending December 31, 2018. There were no transactions under the Tahoe Basin Act. There were three transactions under the Lake Tahoe Mitigation Program resulting in a sale of 2069 square feet of restored soft land coverage resulting in proceeds of \$39,312.50 for the Nevada Land Bank.

The third item is a report on the available balances in the various contingency accounts managed by the Board of Examiners or the Interim Finance Committee as of the January 2019 IFC. These accounts will cover contingencies through the 2017-2019 biennium.

Representatives from the agencies are available to answer any questions on the first two reports and I am available to answer questions on the third.

Governor: Thank you. Do we have questions? I have one on the third report. The Tort Claim Fund – what is normally in that account, just shy of \$8 million, is there a percentage usually that we're looking for?

Clerk: The Tort Claim Fund is funded based on an actuarial study that we get every two years and it's built into the budget based on prior claims and projected claims from the actuaries.

Governor: Does it take into account pending litigation and analysis of those potential claims?

Clerk: To the extent that accounts for what is known at the time that the reports are created.

Governor: Okay. The Disaster Relief Account, does that include wildfires?

Clerk: It does, yes.

Governor: So, are all the bills paid or is there a lot we're outstanding on?

Clerk: The Agency has a request for a supplemental to the Legislature to pay outstanding claims.

Governor: Supplement to this \$10 million?

Clerk: They have not come forward with their request for this \$10.6 million. They have gone to the IFC Contingency Fund this year to receive funds to pay outstanding bills. Then they will ask again for the \$9.6 million in supplemental funding for the current year to pay outstanding bills.

Governor: Okay and I'm not disputing what you're doing, certainly, because you know this a lot better than I do but why wouldn't they just take the bills out of this money instead of going to IFC?

Clerk: They don't currently need this funding. So, as they need the funds and the bills are due, then they would come forward and ask for these funds and pay those bills.

Governor: Okay, they go to IFC to escrow these funds, got it.

Clerk: The Disaster Relief, they would come to the Board for.

Governor: So, some they could come to us and some they could go to IFC, depending on what they want it coming out of.

Clerk: That is correct.

Governor: Thank you. Are there any further questions? That's an information report, okay.

13. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes).

Governor: *Public Comment*, item number 13. This is the second time set aside for public comment.

This is the second time set aside for public comment. Anyone wishing to address the Board on any item, please step forward and identify yourself for the record. Comments will be limited to three minutes.

Speaker: No public comment in Las Vegas.

14. Adjournment (For possible action)

Governor: Okay, do I have a motion to adjourn?

Attorney General: So moved.

Secretary of State: Second.

Governor: We have a motion on the floor from General Ford, seconded by Secretary Cegavske. Is there any discussion? Hearing and seeing none, all in favor of adjourning, signify by saying aye. Are there any opposed? We are adjourned, thank you.

Attachment "A"

Governor Sisolak, Attorney General Ford and Madam Secretary. Good morning. My name is Julie Funai and this is my associate Karen Kao. We are attorneys from Lipson Neilson who represent the Las Vegas Dental Association also known as (LVDA).

The scathing 2016 Legislative Audit showed a long history of conflicts of interest with all of the Dental Board members who also belonged to the Nevada Dental Association also known as (NDA). As a result of the Audit and unethical conduct only four new neutral members have been appointed to the Dental Board. In quoting an Assemblywoman's own words of frustration "I have been battling this Dental Board for over twenty years which is an arm of the Nevada Dental Association". We believe that Governor Sisolak has made it clear that he would be in favor of greater access to dental health care for all Nevadans and to stop any Dental Board members who improperly discipline dentists who provide dental care at a lower cost and compete with NDA dentists for patients.

Governor Sisolak's investigators met with LVDA on January 11th about Dental Board members Pisani and Champagne for their misappropriation of \$70,000 of Board donations to his own non-profit organization and to his mother's organization respectively. Most of the licensees who were allowed to donate \$70,000 to Pisani and Champagne's non-profit organization in lieu of discipline or charges belonged to the NDA. The Ethics Commission's letters confirmed that Dr. Pisani and Dr. Champagne engaged in: quote "prohibited conduct associated with the use of their official positions to secure an unwarranted advantage for themselves or any person to whom they have a commitment in a private capacity, including a non-profit organization".

This is dishonorable conduct at the very least.

During the Audit period not one licensee belonging to the NDA was ever disciplined. Based on the Audit 100% of all disciplinary actions were taken against non-NDA dentists. Dr. Sanders, Vice President of the NDA and a handful of non-Dental Board members, who belong to the NDA, have been given the ability to dismiss Dental Board complaints against any NDA dentists without any oversight. The NDA has the ability to block patient complaints from being filed at the Dental Board. Dr. Thiriot from the NDA, who is not a Dental Board member, requires that all Nevada citizens initially send him a draft of their complaint so that he can decide whether or not they will be allowed to receive the Board's verification form. Without the Board's verification form the complaint shall not be investigated. If Dr. Thiriot allows a complaint to be verified, he then sends the complaint to another non-Dental Board NDA dentist. This NDA investigator also has the power to dismiss any patient complaints without any Dental Board oversight. If they control the complaints they control who gets disciplined. A benefit of NDA membership is that they can avert patient complaints away from the Board's disciplinary process. A review panel consisting of Dr. Thiriot, who initially approves the complaint and the NDA vice-president, Dr. Sanders reviews each investigation.

3:00 MINUTES KAREN TAKE OVER

Dr. Sanders has received hundreds of thousands of dollars from NDA licensees. Dr. Sanders could not have been impartial to evaluate NDA licensees who give him money and LVDA licensees who are a threat to the NDA's existence. Dr. Sanders has had inherent conflict of interest acting as a state Dental Board member and at the same time acting as the Vice President of the NDA. He has had a direct influence over the lobbyist for the NDA and at same time he has had a direct influence over the lobbyist for the NDA.

for the Dental Board. The NDA's objectives are to promote the interests of the dentists of Nevada which should not be mixed in with the interests of the State in protecting the public. This is a continued neglect of duty to the public by Dr. Sanders, Blasco, Champagne, Pinther and Pisani.

The dental Board president (Blasco) voted to send \$70,000 of Board donations to Dr. Glover's non-profit organization. Dr. Glover is the vice-president of this organization. The dental Board received a verified complaint against Dr. Blasco. We believe that Dr. Blasco had a conflict of interest when he voted to send out his own patient complaint which ended up being investigated by Dr. Glover. Dr. Blasco voted on his own complaint. Dr. Blasco was made well aware that his complaint was assigned to Dr. Glover to whom he had previously sent \$70,000 and he never disclosed the conflict to the AG. It has been confirmed by multiple licensees that the patient records showed that Dr. Blasco practiced well below the standard of care on this patient. As suspected, Dr. Glover dismissed the complaint against Dr. Blasco.

Based on the foregoing grounds pursuant to NRS 631.150 we are here to request that Governor Sisolak remove four dental Board members Pisani, Champagne, Sanders, and Blasco.

We are submitting for the record a copy of the 2016 Legislative Audit of the Dental Board, the Ethics Commission's Orders and the statements read onto the record at the Board of Examiners meetings in Oct and November of last year.

Please contact Lisa Zastrow Esq. from Lipson Neilson at 702-382-1500 for any further information or questions.

Thank you for your attention to this matter.



Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 12, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Catherine Brekken, Executive Branch Budget Officer Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS ACTION ITEM

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

Department of Administration – Victims of Crime Fiscal Year 2019 2nd Quarter Report and 3rd Quarter Recommendation

Agenda Item Write-up:

Pursuant to NRS 217.260, Department of Administration shall prepare and submit quarterly to the Board of Examiners, for its approval, estimates of available revenue in the Fund for the compensation of victims of crime, and the anticipated expenses for the quarter. Claims are categorized as to their priority; and claims categorized as the highest priority are paid, in whole or in part, before other claims.

The 2nd quarter fiscal year 2019 Victims of Crime Program report states all approved claims were resolved totaling \$2,493,213.01 with \$1,451,724.41 paid out of the Victims of Crime Program account and \$1,041,488.60 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future cash available at \$2.5 million at the end of Fiscal Year 2019 to help defray crime victims' medical costs. This amount does not include \$7.5 million in federal Department of Justice Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance grant funds, approved by the Interim Finance Committee at their January meeting, from the Division of Child and Family Services for operating expenses and payments to victims related to the Route 91 Harvest Music Festival.

Based on these projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 3rd quarter of fiscal year 2019.

Additional Information

The Route 91 Harvest Music Festival tragedy has had, and will continue to have an extraordinary impact on this program. The victim demographic has some significant differences when compared to the usual crime victim demographic. Many victims have insurance, so payments have been delayed due to review of insurance information and Explanation of Benefit forms. To date 6,551 applications related to Route 91 have been processed. Payments to date on these claims total \$3,360,203.70.

REVIEWED:	-8
ACTION ITEM:	

STATE OF NEVADA



Susan Brown Clerk, Board of Examiners

Michelle Morgando Coordinator, VOCP

DEPARTMENT OF ADMINISTRATION VICTIMS OF CRIME

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

February 12, 2019

То:	Susan Brown, Clerk, Board of Examiners
Through:	Patrick Cates, Director of Administration
From:	Michelle Morgando, Coordinator, Victims of Crime Program
Re:	VOCP 2 nd Quarter FY 2019 Report, and 3 rd Quarter FY 2019 Recommendation

NRS 217.260 requires the Department of Administration to estimate available revenue and anticipated claim costs each quarter. The VOCP pays claims in accordance with the policies adopted by the Board pursuant to NRS 217.130. When a vendor accepts a payment reduced pursuant to these policies, NRS 217.245 provides that the claim is deemed paid in full. Claims are categorized as to their priority; and claims categorized as the highest priority are paid, in whole or in part, before other claims.

Priority One and Two claims are paid weekly during the quarter, and accrued Priority Three claims are paid at the end of each quarter. Priority One and Two claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Priority Three claims are bills the applicant owed prior to claim acceptance such as hospital emergency room and related bills. The VOCP pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments pursuant to Board policies.

Payments by Priority - 2nd Quarter FY 2018				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Priority 1 & 2 Payments	1896	1,419,872.57	263,496.91	1,156,375.66
Pending Priority 3 Payments	236	1,073,340.44	777,991.69	295,348.75
Total 2nd Quarter Payments	2132	\$2,493,213.01	\$1,041,488.60	\$1,451,724.41

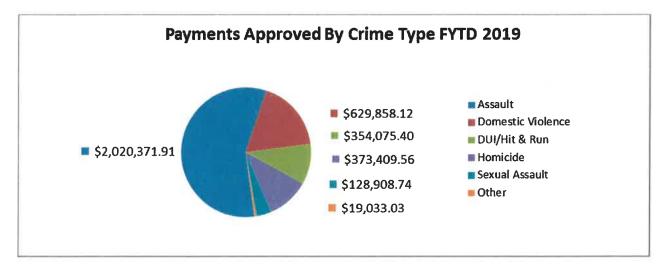
Claim Payments

The following chart shows claim payments made in FY 2019 by benefit type. As this chart shows, the VOCP satisfied \$7,994,383.96 in victim medical bills and claims for \$3,550,343.77 from available funding. After bill review and application of Board policies we have had a total savings of \$4,444,040.19 over the billed amount in fiscal year 2019.

Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic/Physical Therapy	240	115,952.25	33,897.62	82,054.63
Counseling	1895	540,176.01	149,179.79	390,996.2
Survivor Benefits	105	94,400.16	0.00	94,400.1
Dental	108	292,213.98	92,980.77	199,233.2
Discretionary*	704	547,976.39	543.72	547,432.6
Funeral Expense	94	301,649.62	0.05	301,649.5
Lost Wages	611	636,650.65	0.00	636,650.6
Medical - Hospital	363	4,476,225.99	3,832,593.80	643,632.1
Medical - Other	1023	968,094.86	332,963.60	635,131.2
Prescription	76	7,880.44	0.00	7,880.4
Vision	56	13,163.61	1,880.84	11,282.7
Total Payments YTD FY2019	5275	\$7,994,383.96	\$4,444,040.19	\$3,550,343.7

Victim Payments by Crime Type

The following pie chart shows amounts approved for payment by crime type for fiscal year 2019.



Financial Review

The chart below shows projected revenues and fund balances including reserves for FY 2019, and recommendations for 2nd quarter FY 2019 based on projections. These projections of revenue and anticipated expenses are used for purposes of determining compliance with NRS 217.260 and policies of the Board.

Financial Position and Second Quarter 2019 Projectio	ns
Projected Funds Available for Payments FY19 Less 45 Day Reserves	\$7,686,548.12
2nd Quarter Priority 1 & 2 Payments	\$1,156,375.66
2nd Quarter Priority 3 Payments	\$295,348.75
Total 2nd Quarter 2019 Payments	\$1,451,724.41
Total 1st Quarter 2019 Payments	\$2,107,457.87
Projected Remaining Funds Available for FY19 Less 45 Day Reserves	\$4,127,365.84
Projected Payments 3rd Quarter FY19 *	\$1,779,591.14
Projected Funds Available after 3rd Quarter Payments	\$2,347,774.70
Recommended Priority 3 Payment Percentage 3rd Quarter FY19	100%
*Based on average of last 6 months	Sam Market Line

As required, a 45 day operating expense reserve of \$1,290,212.88 is maintained to cover up to 45 days of victim's claims and administrative expenses.

The Route 91 Harvest Music Festival tragedy has had, and will continue to have an extraordinary impact on this program. We have struggled to estimate the projected costs of these claims. The victim demographic has some significant differences when compared to our usual crime victim demographic. Many victims have insurance, so payments have been delayed while we obtain insurance information and Explanation of Benefit forms. To date, we have processed 6,551 applications related to Route 91. Payments made to date on these claims total \$3,360,203.70.

Our 2019 Beginning cash totals \$8.1 million. Projected Revenue totals \$3.6 million. If payments continue at the current pace, total expenses for FY 2019 could reach \$9.2 million which will leave the program with \$2.5 million in cash for Fiscal Year 2020. That would allow us to continue satisfying our required 45 day operating expense reserve. We expect to receive additional federal grant funds in the amount of \$7.5 million before the end of this fiscal year.

Recommendation

We are projecting Priority One and Two payments totaling **\$1,327,517.91** and projected Priority Three payments totaling **\$452,073.24** for the 3rd quarter.

After reserving **\$1,290,212.88** for 45 days operating expenses, our budget shows VOCP revenues and reserves available for 4th quarter FY2019 will be **\$2,347,774.70** after projected quarterly payments.

Based on these projections the VOCP recommends paying Priority One and Two and Three claims at **100%** of the approved amount for the 3rd quarter of FY 2019.



Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE

Budget Division

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

Date: February 15, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Catherine Brekken, Executive Branch Budget Officer Governor's Finance Office, Budget Division
- Subject: BOARD OF EXAMINERS ACTION ITEM

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

Department of Administration – Victims of Crime Program

Agenda Item Write-up:

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. The Board may affirm, modify or reverse the decision of the Appeals Officer. The Board will hear the appeal of Mr. Daniel Hunt.

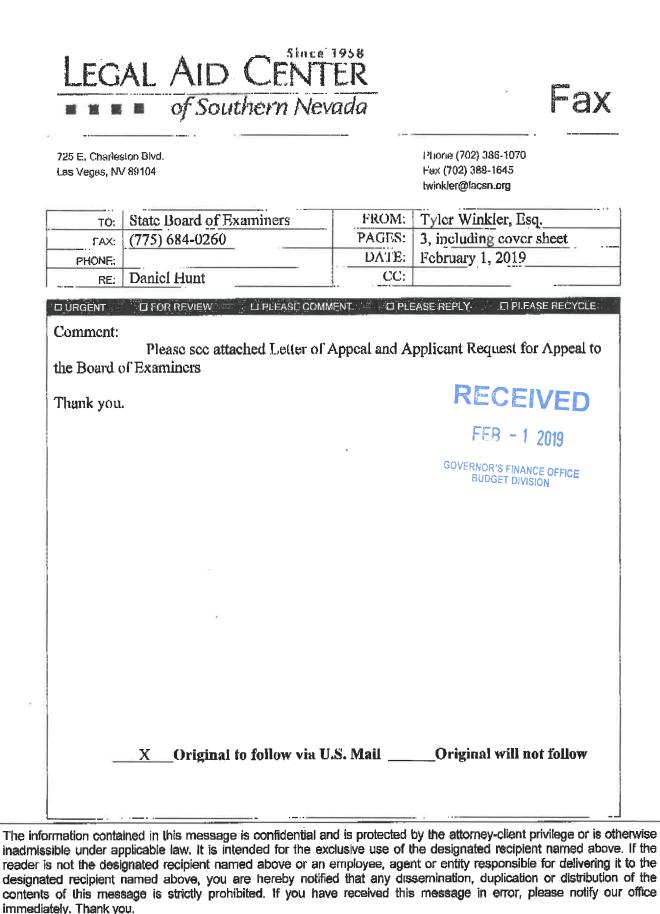
Additional Information:

The issue before the Board is an appeal filed pursuant to NRS 217.117 by Daniel Hunt for a claim denied by the Victims of Crime Program (VOCP) due to receiving the maximum amount allowable for lost wages without a physical reason. Mr. Hunt was involved in the Route 91 Harvest Festival Tragedy which retriggered his post-traumatic stress disorder (PTSD). Mr. Hunt filed an Application for Compensation and was approved June 7, 2018. Mr. Hunt received two checks, one June 21, 2018 in the amount of \$140 and one July 19, 2018 in the amount of \$560, for wage interruption payments totaling \$700, which is the maximum allowed for that benefit under the VOCP policies. On June 18, 2018, Mr. Hunt was notified he was not eligible for an extended lost wage benefit since it is only available to victims who are restricted from work for physical reasons. August 2018 a hearing was requested. September 14, 2018, a Hearing Officer upheld the decision of the compensation officer denying extended lost wage benefits.

An Appeals Officer decision dated January 25, 2019 affirmed the Hearing Officer's decision and the Victims of Crime Program's denial of the application citing the VOCP's policy which expressly prohibits lost wage reimbursement benefits to all PTSD disabled victims of crime. Mr. Hunt's appeal to the Board is attached for your review and consideration.

Statutory Authority: NRS 217.117

REVIEWED:	
ACTION ITEM:	





February 1, 2019

Via Facsimile and Mail

State Board of Examiners 209 E. Musser, # 200 Carson City, NV 89710 Facsimile: (775) 684-0260

Re: Our client: DANIEL HUNT Matter: Request for Appeal to the State Board of Examiners, of the Appeal Officer Decision, VOCP Claim # 18-10043978-LV Appeal No.; 1905330-PL

To Whom It May Concern,

Please find attached Daniel Hunt's (hereinafter, "Mr. Hunt") Request for Appeal before the State Board of Examiners, stemming from the Appeal Officer's Decision and Order dated January 25, 2019 pursuant to NRS 217.117.

Sincerely,

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

/s/ Tyler J. Winkler Tyler J. Winkler, Esq. Vegas Strong Resiliency Center

1	1	1		
1	Tyler J. Winkler, Esq. Nevada Bar No. 13785			
2	LEGAL AID CENTER OF SOUTHERN NEVADA, INC.			
3	SOUTHERN NEVADA, INC. 1524 Pinto lane 2 nd Floor Las Vegas, NV 89106			
4	Telephone: (702) 455-6642 Facsimile: (702) 366-1647			
5	twinkler@lacsn.org Attorney for Applicant			
	NEVADA DEPATMENT (F ADMINISTRATION		
6	BEFORE THE APP			
7	In the Matter of the Contested			
8	Victims of Crime Claim-of:	Claim No.: 18-10043978-NR Appeal No.: 1905330-PL		
9	IN A NUCCE THE INFO	Арреанно 1903330-112		
10	DANIEL FIUNT.			
11	Applicant.			
12				
13	APPLICANT REQUEST FOR APPEAL TO THE BOARD OF EXAMINERS			
14	Applicant DANIEL HUNT(hereinafter, "Mr. Hunt"), by and through counsel, Tyler J.			
15	Winkler, Esq., of Legal Aid Center of Southern I	Nevada, Inc., hereby requests an appeal of the		
16	Appeal officer's Decision and Order Dated January 25, 2019 pursuant to NRS 217.117.			
17	DATED this 1st day of February, 2019.			
18		GAL AID CENTER OF		
19 20	SOU	JTHERN NEVADA, INC.		
20		107 T TTD 17		
21	<u>///</u> Tyle	t <u>yler J. Winkler</u> a. J. Winkler, Esq.		
22	Nev 1524	ar J. Winkler, Esq. ada Bar No, 13785 4 Pinto lanc 2 nd Floor		
23	Las	Vegas, NV 89106 kler@lacsn.org		
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February 1, 2019

RECEIVED FEB - 5 2019

GOVERNOR'S FINANCE OFFICE BUDGET DIVISION

Via Facsimile and Mail

State Board of Examiners 209 E. Musser, # 200 Carson City, NV 89710 Facsimile: (775) 684-0260

Re: Our client: DANIEL HUNT Matter: Request for Appeal to the State Board of Examiners, of the Appeal Officer Decision, VOCP Claim # 18-10043978-LV Appeal No.: 1905330-PL

To Whom It May Concern,

Please find attached Daniel Hunt's (hereinafter, "Mr. Hunt") Request for Appeal before the State Board of Examiners, stemming from the Appeal Officer's Decision and Order dated January 25, 2019 pursuant to NRS 217.117.

Sincerely,

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

/s/ Tyler J. Winkler Tyler J. Winkler, Esq. Vegas Strong Resiliency Center

1 2 3 4 5 6 7	Tyler J. Winkler, Esq. Nevada Bar No. 13785 LEGAL AID CENTER OF SOUTHERN NEVADA, INC. 1524 Pinto lane 2 nd Floor Las Vegas, NV 89106 Telephone: (702) 455-6642 Facsimile: (702) 366-1647 twinkler@lacsn.org <i>Attorney for Applicant</i> NEVADA DEPATMENT OF ADMINISTRATION BEFORE THE APPEALS OFFICER	
8	In the Matter of the Contested Victims of Crime Claim of: Appeal No.: 1905330-PL	
10	DANIEL HUNT.	
11	Applicant.	
12		
13	APPLICANT REQUEST FOR APPEAL TO THE BOARD OF EXAMINERS	
14	Applicant DANIEL HUNT(hereinafter, "Mr. Hunt"), by and through counsel, Tyler J.	
15	Winkler, Esq., of Legal Aid Center of Southern Nevada, Inc., hereby requests an appeal of the	
16	Appeal officer's Decision and Order Dated January 25, 2019 pursuant to NRS 217.117.	
17 18	DATED this 1st day of February, 2019.	
10	LEGAL AID CENTER OF	
20	SOUTHERN NEVADA, INC.	
21	/s/ Tyler J. Winkler	
22	Tyler J. Winkler, Esq. Nevada Bar No. 13785 1524 Pinto lane 2 nd Floor	
23	Las Vegas, NV 89106	
24	twinkler@lacsn.org	
25		
26		
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28		
	Page 1 of 1	

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Victim of Crime Program, does hereby certify that on the date shown below, a true and correct copy of the foregoing **BOE CASE SUMMARY** was duly mailed, postage prepaid to the following:

SUSAN BROWN, CLERK BOARD OF EXAMINERS BY EMAIL: CBREKKEN@FINANCE.NV.GOV

DANIEL HUNT

TYLER J. WINKLER, ESQ. LEGAL AID CENTER OF SOUTHERN NEVADA 1524 PINTO LANE 2ND FLOOR

RECEIVED

FEB 1 5 2019

GOVERNOR'S FINANCE OFFICE BUDGET DIVISION

Dated this 14th day of February, 2019 Hem

Employee of the State of Nevada

Daniel Hunt Claim No. 18-10043978-NR

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- 50. VOCP APPLICATION DATED JUNE 6, 2018

ATTACHMENT 1

Northern Nevada:

PATRICK CATES Director

MICHELLE MORGANDO Coordinator

2200 S. Rancho Dr. Ste. 210-A

(702) 486-2740 | Fax (702) 486-2825

Las Vegas, Nevada 89102

Southern Nevada:

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STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Victims of Crime Program

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

voc.nv.gov

February 14, 2019

To: Susan Brown, Clerk, Board of Examiners

From: Michelle Morgando, Coordinator

Re: Appeal of Daniel Hunt Claim No. 18-10043978-NR

Case Summary

Daniel Hunt appeals the Decision of the Appeals Officer affirming the Victims of Crime Program's (VOCP) determination dated June 18, 2018.

Daniel Hunt was involved in the Route 91 tragedy on October 1, 2017 and re-triggered his post-traumatic stress disorder ("PTSD"). Daniel Hunt applied for VOCP assistance and was approved on June 18, 2018 for wage interruption payments. VOCP issued two wage interruption payments totaling \$700.00, which is the maximum allowed under the VOCP's current policy. VOCP informed Mr. Hunt by letter dated June 18, 2018 that he is not eligible for extended lost wage benefits under VOCP's current policy. Under VOCP's current policy, extended lost wages benefits are only available to victims who are restricted from work for physical reasons.

Recommendation

It is recommended that the Board uphold the Decision of Appeals Officer Paul Lychuk dated January 25, 2019, affirming VOCP's June 18, 2018 determination.

I. VOCP's current policy on extended lost wage benefits requires that the victim be restricted from work for physical reasons. As Mr. Hunt is restricted from work due to PTSD, he does not qualify for extended lost wage benefits under the VOCP's current policy.

Nevada Victims of Crime Program Policy; Section Eleven. Available Benefits

7. Work Interruption Claims

- A. A compensation officer may approve lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to \$700 at the rate of \$70/day. This work interruption payment may be approved by the compensation officer, regardless of the type of crime or type or nature of injury.
- B. The compensation officer must require verification by the applicant and/or the employer and/or medical professional that the applicant was absent from work as a consequence of the crime.
- C. Work interruption requests must be made within 3 months after the application is approved.

8. Lost Wage Reimbursement Claims

- A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:
 - 1) The applicant provides a disability statement from their treating physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicant's disability was caused or worsened by the crime related injuries, and;
 - 2) The disability statement specifies the nature and length of the physical disability, and;
 - 3) The victim did not work during the disability period, and
 - 4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or
 - 5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.
 - 6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.
- L. Post-Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims.

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ATTACHMENT 2

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February 1, 2019

FEB - 5 2019

Governor's finance office Budget division

Via Facsimile and Mail

State Board of Examiners 209 E. Musser, # 200 Carson City, NV 89710 Facsimile: (775) 684-0260

Re: Our client: DANIEL HUNT Matter: Request for Appeal to the State Board of Examiners, of the Appeal Officer Decision, VOCP Claim # 18-10043978-LV Appeal No.: 1905330-PL

To Whom It May Concern,

Please find attached Daniel Hunt's (hereinafter, "Mr. Hunt") Request for Appeal before the State Board of Examiners, stemming from the Appeal Officer's Decision and Order dated January 25, 2019 pursuant to NRS 217.117.

Sincerely,

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

/s/ Tyler J. Winkler Tyler J. Winkler, Esq. Vegas Strong Resiliency Center

1 2 3 4 5 6	Tyler J. Winkler, Esq. Nevada Bar No. 13785 LEGAL AID CENTER OF SOUTHERN NEVADA, INC. 1524 Pinto lane 2 nd Floor Las Vegas, NV 89106 Telephone: (702) 455-6642 Facsimile: (702) 366-1647 twinkler@lacsn.org Attorney for Applicant NEVADA DEPATMENT OF ADMINISTRATION		
	BEFORE THE APPEALS OFFICER		
7 8 9	In the Matter of the Contested Victims of Crime Claim of: Claim No.: 18-10043978-NR Appeal No.: 1905330-PL		
10	DANIEL HUNT.		
11	Applicant.		
12			
13	APPLICANT REQUEST FOR APPEAL TO THE BOARD OF EXAMINERS		
14	Applicant DANIEL HUNT (hereinafter, "Mr. Hunt"), by and through counsel, Tyler J.		
15	Winkler, Esq., of Legal Aid Center of Southern Nevada, Inc., hereby requests an appeal of the		
16	Appeal officer's Decision and Order Dated January 25, 2019 pursuant to NRS 217.117.		
17 18	DATED this 1st day of February, 2019.		
10	LEGAL AID CENTER OF		
20	SOUTHERN NEVADA, INC.		
21	/s/ Tyler J. Winkler		
22	Tyler J. Winkler, Esq. Nevada Bar No. 13785 1524 Pinto lane 2 nd Floor		
23	1524 Pinto lane 2 nd Floor Las Vegas, NV 89106 twinkler@lacsn.org		
24	twinkier@lacsn.org		
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	Page 1 of 1		

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ATTACHMENT 3

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1	• NEVADA DEPARTI BEFORE TH	MENT OF ADMINI		FILED	
2	In the Matter of the Contested)		JAN 2 5 2019	
3	Victims of Crime Claim) VOC No:	18-10043978-IV	PPEALS OFFIC	-
4	Of) Appeal No:	1905330-PL	1 EALS OFFIC	<u> </u>
5	DANIEL HUNT, Applicant.)	- -	-	
6)	RECEIVE	Ð	****,
7	DECISI	ON AND ORDER	JAN 2 8 2	D19	
8	I. <u>Procedural history</u> and backg	round	CCS		

In this case, the Applicant, a disabled war veteran, appealed the denial by the Nevada Victims of Crime Program ("the VOCP") of his request for extended off work benefits in the form of "wage loss reimbursement" for his diagnosed post-traumatic stress disorder ("PTSD") that was re-triggered by his experience at the Route 91 tragedy. VOCP's decision was affirmed by a Hearing Officer. The Applicant appealed the Hearing Officer's decision and the case was assigned to this Appeals Officer by the Director of VOCP.

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VOCP has asserted that it is constrained from paying the requested wage reimbursement benefits under the provisions of its Program Policies ("Policies") covering lost wage reimbursement claims because PTSD is an expressly excluded disability for "lost wage reimbursement" claims.¹ (Policies, Section 11, Paragraph 8(P), pp. 48-49).

The Applicant has asserted that the Policies are arbitrary for allowing extended lost wage reimbursement claims for physical injuries only, and for not recognizing the physical aspects of PTSD. its protected disability status, or the exceptional circumstances and availability of supplemental funds for October 1, 2017 Route 91 victims.

At the initial hearing on November 15, 2018 VOCP stated that it did not intend to address the legal arguments of the Applicant beyond the arguments contained in its written Appeal Statement. At the initial hearing VOCP did attempt to supplement the record with additional records regarding the

¹ The Applicant has an approved application with VOCP and was paid "wage interruption" benefits related to his diagnosed PTSD to the maximum allowable amount of \$700 pursuant to Section 11, Paragraph 7 of VOCP's policies.

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Applicant. The Appeals Officer continued the hearing to November 27, 2018 for the Applicant to have time to review the supplemental documents and indicate any objections he may have to the records beyond late-filing.

The Applicant then filed a Motion in Limine on November 19, 2018 to exclude the supplemental documents. On the day of the rescheduled November 27, 2018 hearing VOCP submitted a Supplemental Appeal Statement requesting that it be considered in lieu of appearing for the hearing. The Appeals Officer again continued the hearing to December 6, 2018 to allow the Applicant time to review VOCP's supplemental statement because it included an opposition to the Motion in Limine.

The Applicant filed his Reply in support of his Motion in Limine on November 30, 2018. The Applicant asserted that VOCP had already had the opportunity to present any arguments in addition to its Appeal Statement at the initial hearing and had opted to not do so and therefore should not be allowed to present additional arguments through its Supplemental Appeal Statement that it could have presented at the initial hearing. The Applicant's Reply also raised NRS 233B.122(1) for the first time, asserting that VOCP is not in compliance with NRS 233B.122(1) because the Senior Appeals Officer for the Nevada Department of Administration also oversees the VOCP program as its Director and provides legal advice to VOCP.

Upon its review of the Applicant's Reply in support of his Motion in Limine VOCP requested a continuance of the December 6, 2018 hearing to obtain legal representation from the Nevada Attorney General. A Notice of Appearance was filed by the Nevada Attorney General on December 4, 2018. The December 6, 2018 hearing was vacated for decision. On December 6, 2018 VOCP's counsel requested permission to file a response to the Applicant's Reply to VOCP's opposition to the Applicant's Motion in Limine.

On December 10, 2018 the Appeals Officer issued an Interim Order denying the request to allow further arguments on the pending motion and underlying record but allowing VOCP to present its position only as to the recent new assertion by the Applicant in his Reply that VOCP is not in compliance with NRS 233B.122(1).

• Regarding the NRS 233B.122(1) challenge, the Appeals Officer acknowledged in the Interim Order that he is employed as an Appeals Officer with the Hearings Division of Nevada Department of Administration to adjudicate randomly assigned cases under the Nevada Industrial Insurance Act but did not believe his job as an Appeals Officer necessarily interfered with his separate role to also adjudicate VOCP cases assigned to him by the Senior Appeals Officer.

This is not to say that there is not potential for conflicts of interest to arise through this process since the Senior Appeals Officer does have direct authority over the Appeals Officer regarding non-VOCP cases.² In this case the Senior Appeals Officer has not engaged the Appeals Officer about the VOCP matter other than to assign the case.

Counsel for the respective parties subsequently agreed to withdraw from the record VOCP's supplemental documents submitted on November 15, 2018, the Applicant's Motion in Limine to exclude the supplemental documents submitted on November 19, 2018, VOCP's Supplemental Appeal Statement that contained an opposition to the Motion in Limine submitted on November 27, 2018, and the Applicant's Reply challenging the hearing process submitted on November 30, 2018.

The Appeals Officer signed the Stipulation and Order to withdraw the above-referenced materials from the record on December 18, 2019 and requested that both parties further address one of the assertions raised in the Applicant's Appeal Statement at page 7, ll. 18-19:

"Nevada has been invited to apply for the AEAP grant, and the grant will provide funding for lost wage claims based on non-physical injury..."

The parties were requested to address the status of the grant and whether lost wage reimbursement claims stemming from PTSD could be covered or otherwise provided for under the grant or by any other funding through the Office for Victims of Crime, Department of Justice, Office of Justice Programs ("OVC"), in writing no later than January 3, 2019.

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² The need for the disentanglement of the VOCP from the Hearings Division of the Department of Administration to eliminate the potential for interference with the independence of the Hearing and Appeals Officers whose respective decisions may not agree with VOCP's position in a case, but who are assigned to VOCP cases by the Senior Appeals Officer serving in a dual role as the Director of VOCP, has been acknowledged by VOCP and the Department of Administration,

The parties thus were asked to address the status of the Applicant's lost wage reimbursement claim relative to Antiterrorism Emergency Assistance Program ("AEAP") grant funding or other funding through the OVC that is or may be provided to address the mass violence and possible terrorist acts of the October 1, 2017 tragedy. In other words, whether any supplemental funding would or could provide lost wage reimbursement benefits under the Applicant's claim.

It is noted that the Applicant's claim derives from his diagnosed crime related PTSD disability that has already deemed to be compensable except for lost wage reimbursement benefits by VOCP.

The parties have submitted supplemental written arguments to present their respective positions on the import of the AEAP grant to lost wage reimbursement benefits for PTSD disabilities that are otherwise precluded under VOCP's existing policies.

The respective supplemental arguments were submitted on January 3 and January 4, 2019 and the matter was thereby submitted for decision.

II. <u>Findings</u>

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VOCP contends that lost wage reimbursement benefits for PTSD claims are expressly preluded under its Policies, and that an AEAP grant does not provide an exception that would allow lost wage reimbursement claims to any PTSD victims of crime.

The Applicant asserts that an AEAP grant does allow for extended wage loss reimbursement benefits related to PTSD for victims of the October 1, 2017 Route 91 event. The Applicant points out that the October 1, 2014 Amendment to the Antiterrorism and Emergency Assistance Program Guidelines from the Director of the OVC expressly states that under VOCA "[g]rant funds may be used to pay claims to victims for costs that include, but are not limited to...lost wages."

The Applicant has also pointed out that the Amendment further states that the "OVC may provide funding to the state program, public agencies, or other organizations to cover expenses not traditionally covered (whether in amount or type) by state crime victim compensation programs." (emphasis added). ٤,

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1	• The Amendment concludes:	
2	As noted in the July notice, the amendment is not intended to, and will	
3	not, affect any state authority governing state compensation programs. It merely	
	compensation programs may apply for and administer (if any data	
4	discretionary funding by OVC, if the state accepts the funding, and if	
5	allowable under state law and regulation) supplemental crime victim compensation grants that cover reimbursement of expenses not	
6	traditionally covered (in amount and/or type) by the applicant state's crime	
7	victim compensation program. The amendments correct a potential ambiguity so as to reduce potential delay in awarding critical funding after	
	an incident of mass violence or terrorism.	
8	Joye E. Frost, Director, Office for Victims of Crime.	
9		
10	It thus appears that an AEAP grant would provide supplemental discretionary funding to cover	4
11	expenses traditionally not covered under the VOCP Policies including lost wages. It is unclear whether a	
12	supplemental grant request has been filed by VOCP. The Applicant asserts that it would be irresponsible	
13	if it does not or has not done so. Nonetheless, the use of supplemental AEAP grant funds if requested	
14	and thereby obtained from OVC appears to remain within the discretion of VOCP.	
15	VOCP contends that an AEAP grant would not contemplate or otherwise allow for extending	
16	wage loss reimbursement benefits to PTSD cases stemming from the October 1, 2017 Route 1 tragedy.	
17	The Applicant contends that this is incorrect and contrary to the plain language of the VOCA Guidelines	
18	and the above-referenced Amendment that reiterates benefits may be paid to reimburse "expenses not	
19	· · ·	
20	traditionally covered in amount and/or type" and that "grant funds may be used to pay claim to victims	
21	that includelost wages."	
22	The Appeals Officer finds that AEAP grant funds thus could be utilized by VOCP to provide lost	
23	wage benefits to PTSD victims of the Route 91 tragedy. It does not appear that the intention of the	
24	Amendment was to limit or delay supplemental funding to state agencies requesting and administering	
25	the funds. The stated purpose of the Amendment is to "reduce potential delay in awarding critical	
26	funding after an incident of mass violence or terrorism."	

The Appeals Officer also finds that pursuant to the above-referenced Amendment if VOCP applies for and accepts discretionary funding from the OVC, the supplemental crime victim

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compensation grants may cover reimbursement of expenses not traditionally covered by the VOCF program to the extent "allowable under state law and regulation."

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VOCP appears to be suggesting that the exclusion under its Policies of PTSD disabilities from its extended lost wage benefits provision to PTSD victims of crime (it does allow wage interruption reimbursement limited to \$700) somehow limits its ability to obtain AEAP grant funds if it was to use the funds to reimburse PTSD victims of the Route 91 tragedy for lost wages. The Amendment clearly states that the funds are discretionary to be used as the requesting agency administering the funds sees fit "including expenses not traditionally covered."

It does appear to the Appeals Officer, however, that VOCP's Policies currently have a blanket exclusion to the payment of lost wage reimbursement benefits for PTSD disabilities. It is unclear whether the VOCA Amendment that allows for "reimbursement of expenses not traditionally covered" is intended by the added statement "to the extent allowable under state law or regulation" to preclude in this case reimbursement for lost wages, a benefit that is traditionally not covered by VOCP. In that sense the language of the Amendment seems somewhat incongruous and may require clarification from OVC of its intent under these circumstances.

As for VOCP's policies and standards for the payment of compensation to victims of crime, they are developed by the Director of the Program pursuant to NRS 217.130. The policies and standards for the payment of claims to victims of crime require the approval of the Nevada State Board of Examiners ("Board of Examiners"). (Policies, Section 2, paragraph 1A and B, page 7). The Federal Victims of Crime Act ("VOCA") issued Final Guidelines ("VOCA Guidelines") that are incorporated into the VOCP Policies at Section 22, pp. 73-89 that were adopted on October 9, 2018.

The Board of Examiners thus has the discretion to determine appropriate standards and the criteria for the payment of compensation under the VOCP Policies to victims of crime within the constraints and direction provided by the VOCA Guidelines.

The VOCA Guidelines note as an additional funding source the Antiterrorism and Emergency Fund to be used for "victims of terrorism and of other mass violence crimes." (Policies, Section 22.

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Paragraph III(A)(3)(d), page 79). The above-referenced VOCA Amendment allows the funding to be used to cover expenses not traditionally covered by VOCP if VOCP chooses to do so.

The VOCA Guidelines include a definition for "Mass Violence." The Guidelines acknowledge that such crimes result in "physical, emotional, or psychological injury to a sufficiently large number of people as to significantly increase the burden of victim assistance and compensation for the responding jurisdiction." (Policies, Section 22, Paragraph 2(I)D, page 77).

"Terrorism" is defined under the VOCA Guidelines as including "an activity that involves a violent act that appears to be intended to coerce or intimidate a civilian population." (Policies, Section 22, Paragraph (I), page 78).

As for traditional VOCA funding, compensable expenses are outlined in Paragraph IV(B)(2)(a) of the VOCA Guidelines. (Policies, Section 22, page 80). The VOCA Guidelines mandate the payment of lost wages "attributable to a physical injury."

The category of "Other Allowable Expenses" that allows for compensation of other expenses "as authorized by state statute, rule or other established policy" does not expressly delineate lost wages for emotional injuries. (Policies, Section 22, Paragraph IV(B)(2)(b), pp. 80-83).

VOCP does provide "work interruption" benefits regardless of the type of injury, limited to \$700, and provides "lost wage reimbursement" benefits for "crime related physical disabilities." (Policies, Section 11, Paragraphs 7 and 8, p. 47). VOCP has expressly excluded lost wage reimbursement benefits for PTSD disabilities. (Policies, Section 11, Paragraph 8(P), p. 48)

VOCP has established policies regarding compensation for "Presumed or Emotional Injury Claims" that do not require a finding of physical injury for victims of certain crimes, including "An Act of Terrorism."

The benefits under this provision "for emotional or mental injuries only" include "mental health counseling, child care, relocation, home security repair, and emergency housing." (Policies, Section 8, Paragraph 4, pp. 34-35).

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An emotional injury as the result of an act of terrorism is thus presumed under VOCP's policies. An emotional injury as the result of mass violence is not expressly presumed under VOCP's policies. In either case, however, under VOCP's policies, lost wage reimbursement benefits are not covered unless they are attributable to "crime related physical disabilities." And, as noted above, VOCP expressly excludes PTSD as a covered disability for lost wage reimbursement claims. (Policies, Section 11, paragraph 8(P), pp. 47-49).

The Applicant contends that VOCP's policy of allowing lost wage reimbursement benefits for physical disabilities while excluding all PTSD cases fails to recognize the full nature of PTSD.

The Applicant asserts that PTSD is not merely an emotional injury and often manifests as a physical injury, disability or impairment, for which lost wage benefits are a mandated expense under the VOCA Guidelines. (Policies, Paragraph IV(B)(2)(a), page 80).

The Applicant also asserts that the VOCA Guidelines for mandated and other allowable expenses expressly prohibit the non-payment of such benefits based upon any federally recognized disability.³ (Policies, Paragraph IV(B)(19) "Discrimination Prohibited," page 83).

The Applicant asserts that since PTSD is a federally recognized disability the prohibition of lost wages for PTSD by VOCP, when such benefits are mandated for all other physical manifestations of a crime related injury, disability or impairment, constitutes discrimination that is expressly prohibited under the VOCA Guidelines.

III. Conclusions

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Absent the AEAP grant request having expressly called out lost wage reimbursement claims for PTSD victims, the Appeals Officer does not see how he would have the discretion to award extended

³ PTSD is considered a trauma related mental health condition that is a protected under the American's with Disabilities Act (ADA). Under the ADA, disability is generally defined as "a physical or mental impairment that substantially limits one or more major life activities." 42 USC Section 12102(2). The EEOC Guidance on Psychiatric Disabilities, 8 FEP Manual (BNA) 405:7462(1997) identifies PTSD as an emotional or mental illness or impairment. PTSD is protected against disability discrimination when it manifests as "a physical or mental impairment that substantially limits one or more major life activities of such individual." 29 C.F.R. Section 1630.2(j)(l)(i)(ii). The EEOC Guidelines, 29 C.F.R. Section 1630.2(l), identify the following as major life activities: a) caring for oneself, b) performing manual tasks, c) walking, d) seeing, e) hearing, f) speaking, g) breathing, h) learning, and h) working.

Sec, e.g., Mustafa v. Clark County School District, 157 F.3d 1169 (9th Cir. 1998).

lost wage reimbursement benefits to the Applicant under VOCP's existing policies that expressly
 preclude such benefits for PTSD. It therefore would be necessary to know the scope of VOCP's grant
 request and how the supplemental grant was designated for use by the VOCP or the OVC.

If, in fact, the OVC has or does award discretionary AEAP grant funds, and the VOCP grant request did not or does not specify the expenses the funds would be used for, such as those being requested by the Applicant for extended lost wage reimbursement benefits related to PTSD, then the use of the grant funds would remain within the sound discretion of the VOCP and the Board of Examiners. The record presented in this case does not indicate otherwise.

Nevertheless, VOCP's policies excluding the payment of lost wage reimbursement benefits to all PTSD victims, when PTSD is a protected disability under the ADA, may be discriminatory and thereby contrary to the VOCA Guidelines. In addition, depending upon whether any physical manifestations of PTSD should be considered "physical" injuries or disabilities under the Guidelines, VOCP's wage reimbursement policy also may be contrary to the VOCA Guidelines that mandate wage loss reimbursement for any "physical injury" resulting from a compensable crime.

It seems to the Appeals Officer that it would be for the Board of Examiners to examine the issues raised in this appeal and under its express authority address whether there are any problems or concerns that it may find regarding its Policies on lost wage benefits for PTSD victims, including whether the victims of the Route 91 tragedy suffering from PTSD should be allowed any lost wage reimbursement benefits beyond the \$700 VOCP currently provides under it "wage interruption" provision.

The Appeals Officer's decision would have to ignore VOCP's existing policies that expressly prohibit lost wage reimbursement benefits to all PTSD disabled victims of crime regardless of any physical symptoms, disabilities, or impairments related to the diagnosed crime related PTSD to award lost wage reimbursement expenses in this case, whether the funds are from a supplemental AEAP grant or traditional VOCA funding. It is not apparent that the Appeals Officer has authority to do so under the VOCA Guidelines or the VOCP Policies.

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ľ	ORDER
2	Based upon the foregoing, the decision of the Hearing Officer to deny lost wage reimbursement
3	benefits attendant to the Applicant's diagnosed crime related PTSD disability is AFFIRMED.
4	It is so ordered this 25 th day of January, 2019.
5	
6	Faul Lychuk Esq. Appeals Officer
7	
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9	3
10	NOTICE: Pursuant to NRS 217.117, should any party desire to appeal this final determination of the Appeals Officer, a written request for an appeal must be filed with the State Board of Examiners, 209 E
11	Musser, #200, Carson City, NV 89710, within fifteen (15) days of the date of this decision.
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	CERTIFICATE OF MAILING			
	The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing DECISION AND OPDER upped white mailed			
	DECISION AND ORDER was duly mailed, postage prepaid OR placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 2200 S. Rancho Drive, #220, Las			
4	Vegas, Nevada, to the following:			
а (
7	DANIEL HUNT			
8				
9	TYLER J WINKLER			
-	LEGAL AID CENTER OF SOUTHERN NEVADA			
10	LAS VEGAS NV 89106			
11	VICTIMS OF CRIME PROGRAM			
12	2200 S RANCHO DR STE 210-A LAS VEGAS NV 89102			
13				
14	DAVID M GARDNER ESQ SENIOR DEPUTY ATTORNEY GENERAL			
15	555 E WASHINGTON AVE STE 3900 LAS VEGAS NV 89101			
16	Dated this 25 ⁴ day of January, 2019.			
17	Dated this day of January, 2019.			
18	Chris Beals, Legal Secretary II			
19	Employee of the State of Nevada			
20	3			
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ATTACHMENT 4

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1 2 3 4 5	LEGAL AID CENTER OF SOUTHERN NEVADA, INC. 1524 Pinto lane 2 nd Floor Las Vegas, NV 89106 Telephone: (702) 455-6642 Facsimile: (702) 366-1647 twinkler@lacsn.org Attorney for Applicant	
6	NEVADA DEPATMENT OF ADMINISTRATION BEFORE THE APPEALS OFFICER	
7		
8 9	In the Matter of the Contested Victims of Crime Claim of:	Claim No.: 18-10043978-NR Appeal No.: 1905330-PL
10	DANIEL HUNT.	
11	Applicant.	
12		
13	APPLICANT SUPPLEMENTAL APPEAL	STATEMENT REGARDING ANTI-
14	TERRORISM EMERGENCY ASSISTAN	
15	Applicant DANIEL HUNT(hereinafter, "M	
16	Winkler, Esq., of Legal Aid Center of Southern N	- •
17	Supplemental Appeal Statement regarding the Anti-	•
18	(AEAP).	
19		
20	As initially discussed in Mr. Hunt's appeal Office for Victims of Crime (OVC), administers	-
21	Program Grant (AEAP) ² supplemental to the Victim	
22	Under the AEAP, the OVC may provide funding to	
23	ordinarily covered (whether in amount or type) by s	
24	On November 30, 2018 the OVC awarded more that	n \$16.7 million to the Nevada Department
25		
26		
27 28	¹ page 7, ll. 18-19, ² https://www.ovc.gov/AEAP/ ³ Exhibit B OVC 79 FR 59298, available at: https://www.federalregister.gov/documents/2014/10/0 terrorism-and-emergency-assistance-program-guideling Page 1 of 7	25

of Health and Human Services in AEAP funding to aid survivors of the Oct. 1, 2017, mass shooting.4

Sadly, mass violence events like the Oct. 1st route 91 tragedy show no sign of slowing down. However, a system of "best practices" and resources have been developed to help communities and survivors. Part of these best practices include using AEAP funds to supplement, complement, and enhance state compensation programs.

The AEAP may provide state crime victim compensation agencies supplemental funding to reimburse victims for out-of-pocket expenses related to their victimization in cases of domestic terrorism or mass criminal violence occurring within the United States. Following other mass violence incidents AEAP was used to cover expenses not ordinarily covered (whether in amount or type) by state crime victim compensation programs. As the OVC AEAP grant application describes:

Due to the nature of mass violence incidents, victims (in addition to being more numerous) may also have compensation needs that are more extensive or somewhat different than what the state program would ordinarily cover, such as compensation to emergency responders or victims who were in the immediate proximity of the crime when it occurred or, in the aftermath of a bombing where many victims lose limbs, there may be an increased need for rehabilitative services that extend beyond what a state compensation program typically provides. Caregivers for seriously injured victims may also incur expenses not typically covered under state crime victim compensation programs such as lost wages and travel expenses when providing care for or taking victims to medical appointments.5

This past September 2018, our office attended the Leave no Victim Behind conference 18 in Eugene Oregon with Ms. Rebecca Salazar, Program Manager for the VOCP. Diane Alexander, 19 Special Initiatives Manager for the Office for Victims of Crime Training and Technical 20 Assistance Center (OVC TTAC) gave a presentation at said conference concerning the AEAP 21 grant and explicitly stated that AEAP funds were used for specific purposes such as Mr. Hunt's, The example Ms. Alexander provided was following the Boston Marathon bombing in 2013 22 where family members had to care for direct victims. Under Massachusetts' victim compensation program the caregivers were not direct victims and would not normally be eligible for lost wages.

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5 FY 2018 Guidance for Invited Applications for Antiterrorism and Emergency Assistance Program for 28 Crime Victim Compensation and/or Assistance Available at: https://www.ovc.gov/grants/pdftxt/FY18-Antiterrorism-and-Emergency-Assistance-Program-AEAP.pdf Page 2 of 7

²⁵

²⁶ * See Justice Department Awards More Than \$16.7 Million To Support Victims Of Las Vegas Shooting available at: https://www.justice.gov/usao-nv/pr/justice-department-awards-more-167-million-27 support-victims-¹as-vegas-shooting

however, because of the AEAP grant, the Massachusetts victim compensation program was able to pay out those claims using AEAP funds. If the AEAP can be used to pay lost wages to individuals who were not direct victims of mass violence, then at a minimum it can be used to pay lost wages to Mr. Hunt who is a direct victim and is otherwise eligible under the VOCP policies.

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Following the Appeal Officer's request to address the status of the AEAP grant, our office reached out to counsel for the VOCP to discuss the compensation program's position based on the recent award. Our position being that if the AEAP can be used to pay for extended lost wages benefits even when the NV VOCP policies exclude such payments, why would it not bc? Why would Nevada not follow the lead of other states who have responded to mass violence and use federally provided funds to help assist victims of these tragedies? The NV VOCP's position remains that it cannot pay for PTSD, however no reason was given as to why.

11 It would appear at a minimum that if the VOCP was concerned with overruling the current policies, Mr. Hunt's appeal could be resolved using the AEAP grant, and could be considered separate and apart from normal policy considerations.

It is our understanding that funds not used by the VOCP must be returned to the OVC. Nevada is obligated to consider Mr. Hunt's claim in order to guarantee that federal funds offered to the VOCP will be used to help the victims of the Oct. 1st tragedy.

DATED this 3rd day of January, 2019.

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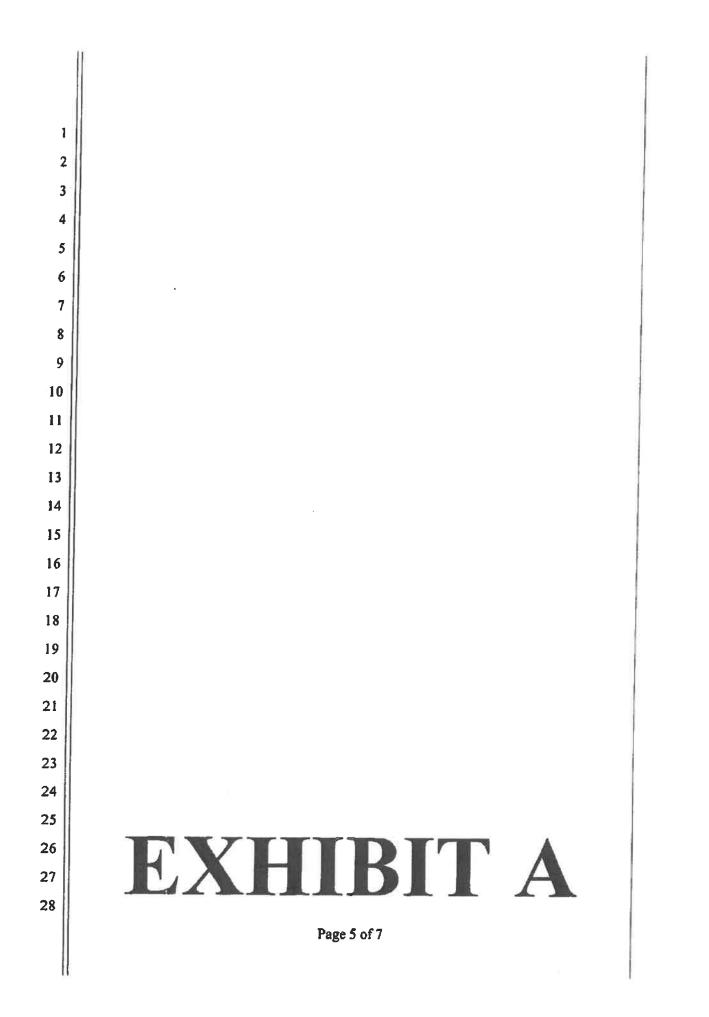
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LEGAL AID CENTER OF SOUTHERN NEVADA, INC. /s/ Tyler J. Winkler

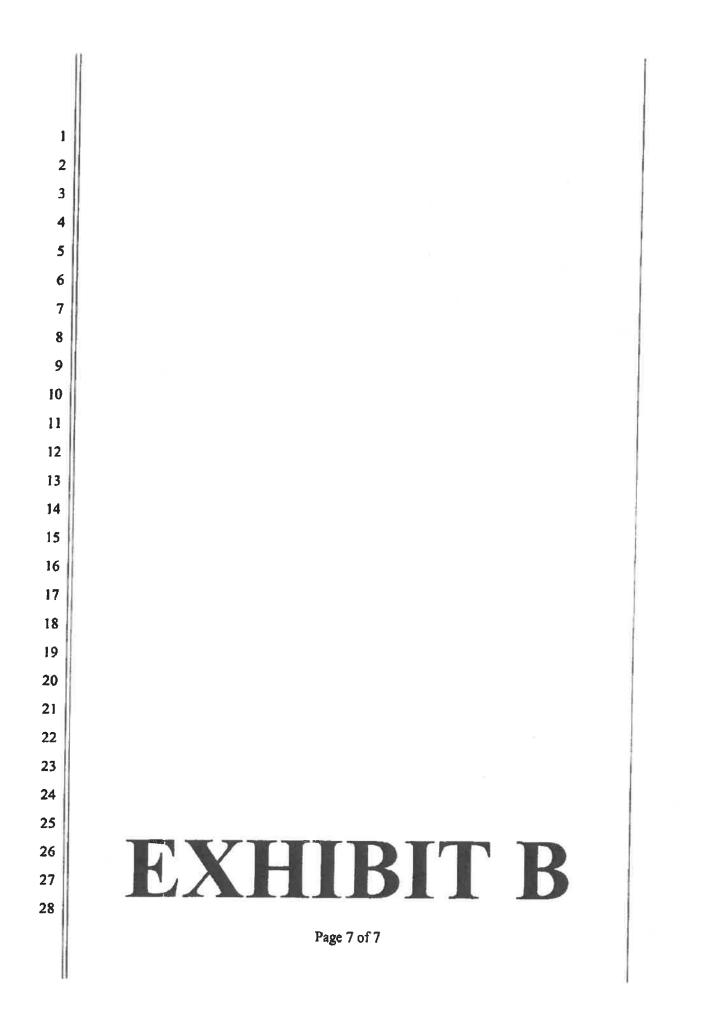
Tyler J. Winkler, Esq Nevada Bar No. 13785 1524 Pinto lane 2nd Floor Las Vegas, NV 89106 twinkler@lacsn.org

Page 3 of 7

1	CERTIFICATE OF MAILING
2	I hereby certify that on the date shown below, a true and correct of the foregoing
3	APPEAL STATEMENT was submitted by electronic communication, facsimile, and/OR placed in the appropriate addressee runner file at the Department of Administration, Hearings
4	Division, 2200 S. Rancho Drive, #220, Las Vegas, Nevada, to the following:
5	DAVID M. GARDNER (Bar No.12375)
6	Senior Deputy Attorney General State of Nevada
7	Office of the Attorney General
8	555 E. Washington Ave., Ste. 3900 Las Vegas, NV 89101
9	(702) 486-3125 (phone) (702)486-3773 (fax)
10	DGardner@ag.nv.gov
11	Attorneys for State of Nevada, Department of Administration, Victims of Crime Program
12	
13	DEPARTMENT OF ADMINISTRATION APPEALS OFFICE
14	2200 South Rancho Dr Ste 220 Las Vegas, NV, 89102
15	6
16	DATEL this 3rd day of January, 2019.
17	
18	
19	LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
20	
21	<i><u>/s/ Tvler J. Winkler</u></i> Tyler J. Winkler, Esq. Nevada Bar No. 13785
22	1524 Pinto lane 2 nd Floor
23	Las Vegas, NV 89106 Telephone: (702) 455-6642 Facsimile: (702) 366-1647
24	twinkler@lacsn.org Attorney for Applicant
25	······································
26	4 4
27	•
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	Page 4 of 7



I	DECLARATION OF TYLER J. WINKLER, ESO.
2	TYLER J. WINKLER, ESQ., declares and says:
3	I. I am an individual currently residing in Clark County, Nevada, and I am over 18
4	years of age. I am an attorney at law, duly licensed to practice before the State and District courts
5	of Nevada, and I am a staff attorney at Legal Aid Center of Southern Nevada, Inc.
6	2. My office represents Daniel hunt, applicant in the above-entitled action. I have
7 8	personal knowledge of each fact contained in this declaration, unless stated upon information
ہ 9	and belief, and could and would testify competently thereto under oath if called upon to do so.
10	3. This Declaration is in support of the attached Applicant Supplemental Appeal
11	Statement Regarding Anti-Terrorism Emergency Assistance Program (AEAP) Grant.
12	I declare under the penalty of perjury that the foregoing is true and correct.
13	DATED this 3rd day of January, 2019.
14	
15	/s/ Tuler J. Winkler
16 17	TYLER J. WINKLER, ESQ.
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	Page 6 of 7



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questions regarding filing should contact the Secretary (202-205-2000).

Any person desiring to submit a document to the Commission in confidence must request confidential treatment. All such requests should be directed to the Secretary to the Commission and must include a full statement of the reasons why the Commission should grant such treatment. See 19 CFR 201.6. Documents for which confidential treatment by the Commission is properly sought will be treated accordingly. All nonconfidential written submissions will be available for public inspection at the Office of the Secretary and on EDIS.ª

This action is taken under the authority of section 337 of the Tariff Act of 1930, as amended (19 U.S.C. 1337), and of sections 201.10 and 210.8(c) of the Commission's Rules of Practice and Procedure (19 CPR 201.10, 210.8(c)).

Issued: September 25, 2014. By order of the Commission. Lise R. Barton,

Secretary to the Commission. (FR Doc. 2014-23300 Filed 9-30-14; 8:45 am) BILLING CODE 7820-02-P

DEPARTMENT OF JUSTICE

Office of Justice Programs

[OJP (OVC) Docket No. 1672]

Office for Victims of Crime

Amendment to the Anti-Terrorism and Emergency Assistance Program Guidelines

AGENCY: Office for Victims of Crime. ACTION: Notice.

SUMMARY: The U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime (OVC) announces a minor clarifying amendment to its Anti-Terrorism **Emergency Assistance Program (AEAP)** Guidelines.

DATES: This amendment will go into effect on October 31, 2014:

FOR FURTHER INFORMATION CONTACT: Eugenia Pedley, Program Manager, Office for Victims of Crime, at 202-307-5983.

SUPPLEMENTARY INFORMATION: The U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime (OVC) published a notice soliciting comments on the proposed amendment to the Anti-Terrorism Emirgency Assistance Program (AEAP) Guidelines

:

(available at 67 FR 4822, and at http:// www.gpo.gov/fdsys/pkg/FR-2002-01-31/ pdf/02-2299.pdf). on July 18, 2014 (79 FR 42055), and received no comments. OVC now amends section V.D. of its AEAP Guidelines, as described in the July notice, to read as follows:

D. Crime Victim Compensation Grants are designed to provide supplemental funding to a state crime victim compensation program that reimburses victims for out-of-pocket expenses related to their victimization in cases of larrorism or mass violence occurring within the United States. Grant funds may be used to pay claims to victims for costs that include, but are not limited to, medical and mental health counseling costs, funeral and burial costs, and lost wages. (See Section VI for other allowable activities and costs.] Emergency Reserve funds may not be used to cover property damage or property loss. (See "Definitions" section of these Guidelines.) OVC may provide funding to the state program, public agencies, or other organizations to cover expenses not traditionally covered (whether in amount or type) by state crime victim compensation programs. OVC will coordinate such awards with state crime victim compensation programs, in the event that such an award is made to another organization.

In the event that a state recovers expenses on behalf of a victim from a collateral source, the amount recovered must be used either (1) to assist other victims of the same crime for which funds were awarded, or (2) returned to OVC and deobligated in accordance with the applicable provisions of the OJP Financial Guide and Section 1402(e)of VOCA.

As noted in the July notice, the amendment is not intended to, and will not, affect any state authority governing state compensation programs. It merely clarifies that that state administering agencies for state crime victim compensation programs may apply for and administer (if awarded discretionary funding by OVC, if the state accepts the funding, and if allowable under state law and regulation) supplemental crime victim compensation grants that cover reimbursement of expenses not traditionally covered (in amount and/or type) by the applicant state's crime victim compensation program. The amendments corrects a potential ambiguity so as to reduce potential delay in awarding critical funding after an incident of mass violence or terrorism.

Joye E. Frost,

Director, Office for Victims of Crime. [FR Doc. 2014-23343 Filed 9-30-14; 8:45 nm] FILLING CODE 4410-18-P

DEPARTMENT OF LABOR

Mine Safety and Health Administration

Petitions for Modification of Application of Existing Mandatory Safety Standards

AGENCY: Mine Safety and Health Administration, Labor. ACTION: Notice.

SUMMARY: Section 1D1(c) of the Federal Mine Safety and Health Act of 1977 and 30 CFR Part 44 govern the application, processing, and disposition of petitions for modification. This notice is a summary of petitions for modification submitted to the Mine Safety and Health Administration (MSHA) by the parties listed below to modify the application of existing mandatory safety standards codified in Title 30 of the Code of Federal Regulations.

DATES: All comments on the petitions must be received by the Office of Standards, Regulations and Variances on or before October 31, 2014. ADDRESSES: You may submit your comments, identified by "docket number" on the subject line, by any of the following methods:

1. Electronic Mail: zzMSHAcomments@dol.gov. Include the docket number of the petition in the subject line of the message.

2. Facsimile: 202-693-9441.

3. Regular Mail or Hand Delivery: MSHA, Office of Standards, Regulations and Variances, 1100 Wilson Boulevard, Room 2350, Arlington, Virginia 22209-3939, Attention: Sheila McConnell, Acting Director, Office of Standards, **Regulations and Variances.** Persons delivering documents are required to check in at the receptionist's desk on the 21st floor. Individuals may inspect copies of the petitions and comments during normal business hours at the address listed above.

MSHA will consider only comments postmarked by the U.S. Postal Service or proof of delivery from another delivery service such as UPS or Federal Express on or before the deadline for comments. FOR FURTHER INFORMATION CONTACT: Barbara Barron, Office of Standards. Regulations and Variances at 202-693-9447 (Voice), barron.barbara@doi.gov (Email), or 202–693–9441 (Facsimile). [These are not toll-free numbers.] SUPPLEMENTARY INFORMATION:

I. Background

Section 101(c) of the Federal Mine Safety and Health Act of 1977 (Mine Act) allows the mine operator or representative of miners to file a petition to modify the application of any

^{*} Electronic Document Information System (EDIS): http://edie.usitc.gov.

ATTACHMENT 5

1	ADAM PAUL LAXALT
2	Attorney General David M. Gardner, Esq. (Bar No. 12375)
3	Senior Deputy Attorney General State of Nevada
4	Office of the Attorney General 555 E. Washington Ave., Ste. 3900
5	Las Vegas, NV 89101 (702) 486-3125 (phone)
6	(702) 486-3773 (fax)
7	DGardner@ag.nv.gov Attorneys for State of Nevada, Department
8	of Administration, Victims of Crime Program
9	NEVADA DEPARTMENT OF ADMINISTRATION BEFORE THE APPEALS OFFICER
10	DEFORE THE AFTERLS OF FIGER
11	In the Matter of the Contested Victims of Crime Claim of: Claim No. 18-10043978-NR
12 13	DANIEL HUNT, Appeal No. 1905330-PL
13	
14	Appellant.
16	
17	SUPPLEMENTAL BRIEFING ON THE
18	ANTI-TERRORISM EMERGENCY ASSISTANCE PROGRAM GRANT
19	The STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, VICTIMS OF
20	CRIME PROGRAM ("VOCP") by and through its counsel, David M. Gardner, Esq. of the
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	Page 1 of 9

1	NEVADA ATTORNEY GENERAL'S OFFICE, hereby submits to the Court its		
2	Supplemental Briefing on the Anti-Terrorism Emergency Assistance Program Grant.		
3	Dated: January 3, 2019.		
4			
5	ADAM PAUL LAXALT Attorney General		
6	By: <u>/s/ David M. Gardner</u> DAVID M. GARDNER (Bar No. 12375)		
7	Senior Deputy Attorney General		
8	State Of Nevada Office of the Attorney General		
9	555 E. Washington Ave., Ste. 3900		
10	Las Vegas, NV 89101 (702) 486-3125 (phone)		
11	(702) 486-3773 (fax)		
12	DGardner@ag.nv.gov Attorneys for State of Nevada, Department of		
13	Administration, Victims of Crime Program		
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	Page 2 of 9		

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1	MEMORANDUM OF POINTS AND AUTHORITIES I.			
2				
3	INTRODUCTION			
4	In its Appeal Statement filed on November 9, 2018, Daniel Hunt asserted tha			
5	"Nevada has been invited to apply for the AEAP grant, and the grant will provide funding			
6	for lost wage claims based on non-physical injury" ¹ This assertion was provided withou			
- 7	support and without evidence. The Victims of Crime Program ("VOCP") disagrees with this			
8	claim as it does not accurately describe the Anti-Terrorism Emergency Assistance Program			
9	grant ("AEAP Grant") nor the VOCP and its policy.			
10	п.			
11	ARGUMENT			
12				
13	A. THE VOCA DOES NOT AUTHORIZE POST-TRAUMATIC STRESS DISORDER LOST WAGE CLAIMS			
14	The AFAP Grant is administered by the Director of the Office for Victime of Crime			
15	The AEAP Grant is administered by the Director of the Office for Victims of Crime			
16	("OVC"). The OVC was created pursuant to the Victims of Crime Act of 1984 ("VOCA")			
	which is codified in 34 USC § 20101-20111. The OVC is tasked with verifying that all of			
17	States that receive its grant funds are in compliance with the VOCA ² . In 34 USC §			
18				
19	20102(b)(1) the OVC describes approved uses for its grant funds. It states that:			
20	(b) Eligible crime victim compensation programs A crime victim			
21	compensation program is an eligible crime victim compensation program for the purposes of this section if—			
22	(A) medical expenses attributable to a physical injury resulting from compensable crime, including expenses for mental health			
23	counseling and care;			
24	(B) loss of wages attributable to a <u>physical</u> injury resulting from a compensable crime; and			
25	(C) funeral expenses attributable to a death resulting from a			
26	compensable crime; (emphasis added)			
27				
28	¹ See Hunt's Appeal Statement, p. 7:18-19.			
	² 34 USC § 20110(f)			

As specifically stated in 34 USC § 20102(b)(1)(B), payment for lost wages claims are 1 solely for physical injuries which would exclude post-traumatic stress disorder ("PTSD"). 2 In addition, nowhere in 34 USC § 20102 does it state that lost wage claims for non-physical 3 injuries are allowed. Further, nowhere in the section of VOCA which governs emergency 4 grants³ does it state that lost wage claims for non-physical injuries are allowed, nor does it 5 require a State program like VOCP to cover such lost wages claims. In fact, nowhere in the 6 entire VOCA is there language allowing for the payment of lost wage claims for non-7 physical injuries or requiring them to be paid for by the VOCP as asserted by Hunt. 8 Therefore, due to the clear language of the VOCA and the lack of any evidence to support 9 Hunt's claim, the VOCP cannot comply with Hunt's request and thus his appeal should be 10 denied. 11

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- 13 14

B. THE AEAP GRANT DOES NOT REQUIRE THE VOCP TO PAY FOR POST-TRAUMATIC STRESS DISORDER LOST WAGE CLAIMS

The VOCA declares that States run their crime victim compensation programs⁴ and 15 that the OVC ensures compliance⁵. In Nevada, the law governing the VOCP is found in 16 NRS 217 and is entitled "Aid to Certain Victims of Crime" ("VOC"). The Nevada Supreme 17 Court defined the VOC as "a public, not-for-profit, quasi-charitable entity." State Victims 18 of Crime Fund v. Barry, 106 Nev. 291, 292, 792 P.2d 26 (1990). NRS 217 establishes the 19 program to provide compensation for certain victims of criminal acts.⁶ "Any person eligible 20 for compensation under the provisions of NRS 217.010 to 217.270, inclusive, may apply to 21 the Director for such compensation."7 Nevada law requires that "[u]pon receipt of an 22 application for compensation, the compensation officer shall review the application to 23 determine whether the applicant qualifies for compensation."⁸ After the review of the 24

25

 26
 3 See 34 USC § 20105

 4 See 34 USC § 20102(b)(1)

 5 See 34 USC § 20110(f)

 6 See NRS 217.010

 28
 7 See NRS 217.100(1)

 8 See NRS 217.110(1)

application (which must be done in compliance with VOCP policy)⁹, "[t]he compensation 1 2 officer may order the payment of compensation: 1) To or for the benefit of the victim."10 3 (emphasis added) but an applicant has no right to payment.¹¹

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In this case, a review of Hunt's application for lost wages due to PTSD was done as required and it was denied as required. VOCP policy clearly states that "Post Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims."12 13 In response, Hunt requests that this Court overturn VOCP policy¹⁴ due, in part, to the AEAP Grant that the State of Nevada has requested and been awarded.¹⁵

Nevada law allows only the Director of the Department of Administration with the 9 approval of the Board of Examiners¹⁶ to change VOCP policy, thus making a request to 10 change the policy a question for the Director of the Department of Administration and the 11 Board of Examiners¹⁷, not this Court. Further, nothing in AEAP Grant, which is 12 administered by the OVC, states that it overrides Nevada law, as even Federal law requires 13 the State to run the VOCP¹⁸. In fact, the October 1, 2014 amendment to the AEAP, cited to 14 by Hunt, specifically states that it "will not affect any state authority governing state 15 compensation programs."19 It also states that the amendment merely "clarifies" and 16 "corrects a potential ambiguity"20 of the AEAP. 17

18

The October 1, 2014 amendment actually only makes a few minor changes to existing OVC policy as shown below in bold: 19

20 ⁹ See NRS 217.130 ¹⁰ See NRS 217.160(1)(a)

18 See 34 USC § 20102(b)(1)

²¹ ¹¹ The VOCP is not an entitlement program and so Hunt does not have a right to assistance. Thomas Townsend, Plaintiff/Appellant, v. State of Nevada, et al., Defendant/Appellee., 1995 WL 17069406 (C.A.9), 9. 22 ¹² See Nevada Victims of Crime Program Policies (2016), Section 8(P), p. 51. ¹³ VOCP policy does allow up to \$700 for lost wages claims for temporary, crime disabilities or work interruptions lasting 23 up to ten (10) working days (See Nevada Victims of Crime Program Policies (2016), Section 8(P), p. 49). This has already been awarded in this case. 24 ³⁴ See Applicant Appeal Statement, passim ²⁵ Funds have not been received yet but the AEAP Grant has been awarded. 25 ¹⁶ NRS 217.130 ¹⁷ A change to federal law would needed as well. 26

¹⁹ Joye E. Frost, Amendment to the Anti-Terrorism and Emergency Assistance Program Guidelines Office for Victims of 27 Crime, Federal Register (October 1, 2014), https://www.federalregister.gov/documents/2014/10/01/2014-23343/amendment-to-the-anti-terrorism-and-emergency-assistance-program-guidelines 28 ²⁰ Id.

1	OVC may provide funding to the state program, public	
2	agencies, or other organizations to cover expenses not	
3	crime victim compensation programs. OVC will coordinate such	
4	event that such an award is made to another	
5	organization. (emphasis added)	
6		1e
7	payment of lost wage claims due to a non-physical injury. Further, nowhere in th	
8	amendment does it say that the OVC requires that any recipient of the AEAP Grant mus	
9	pay lost wage claims for PTSD ²² . Also, nothing in this amendment requires the VOCP t	
10	ignore both Federal and Nevada law. ²³ In fact, to continue receiving grants from the OVO	
11	the VOCP must comply with the VOCA which includes the requirement that lost wag	
12	claims only be paid for physical injuries. ²⁴ Authorizing Hunt's request could risk th	e
13	entirety of the federal funding that the VOCP receives from the OVC including the AEA	P
14	Grant. The VOCP refuses to violate Nevada and Federal law and therefore requests tha	t
15	Hunts appeal be denied.	
10	III.	
16		ł
16 17	<u>CONCLUSION</u>	
17	Based on the foregoing, the VOCP respectfully requests that the Court reject	
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17 18 19 20 21 22 23		
17 18 19 20 21 22 23 23 24	Based on the foregoing, the VOCP respectfully requests that the Court reject	
17 18 19 20 21 22 23 23 24 25	Based on the foregoing, the VOCP respectfully requests that the Court reject ²¹ This language does not allow the OVC or the VOCP to pay for expenses not authorized by Federal or State law. It was most likely included to allow for the differences in services provided by different State programs, not to create new expenses that can be covered in spite of Federal and State law.	
17 18 19 20 21 22 23 24 25 26	Based on the foregoing, the VOCP respectfully requests that the Court reject	
17 18 19 20 21 22 23 24 25 26 27	Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respectfully requests that the Court reject Based on the foregoing, the VOCP respective respenses not authorized by Federal or State law. It was Based on the foregoing and the VOCP respective respenses that the Court reject Based on the foregoing and the VOCP respective respenses to the VOCP respective respense respective respenses that the Court respective re	

1	Applicant's appeal and affirm the	Hearing	Officer's desision	
2	Applicant's appeal and affirm the Hearing Officer's decision. Dated: January 3, 2019.			
3		ADA	M PAUL LAXALT	
4	() (i) (i) (i) (i) (i) (i) (i) (i) (i) (Atto	rney General	
5	j.			
		By:	<u>/s/ David M. Gardner, Esq.</u> DAVID M. GARDNER (Bar No. 12375)	
6			Senior Deputy Attorney General State Of Nevada	
7			Office of the Attorney General	
8			555 E. Washington Ave., Ste. 3900 Las Vegas, NV 89101	
9			(702) 486-3125 (phone)	
10			(702) 486-3773 (fax) DGardner@ag.nv.gov	
11			Attorneys for State of Nevada, Department	
12			of Administration, Victims of Crime Program	
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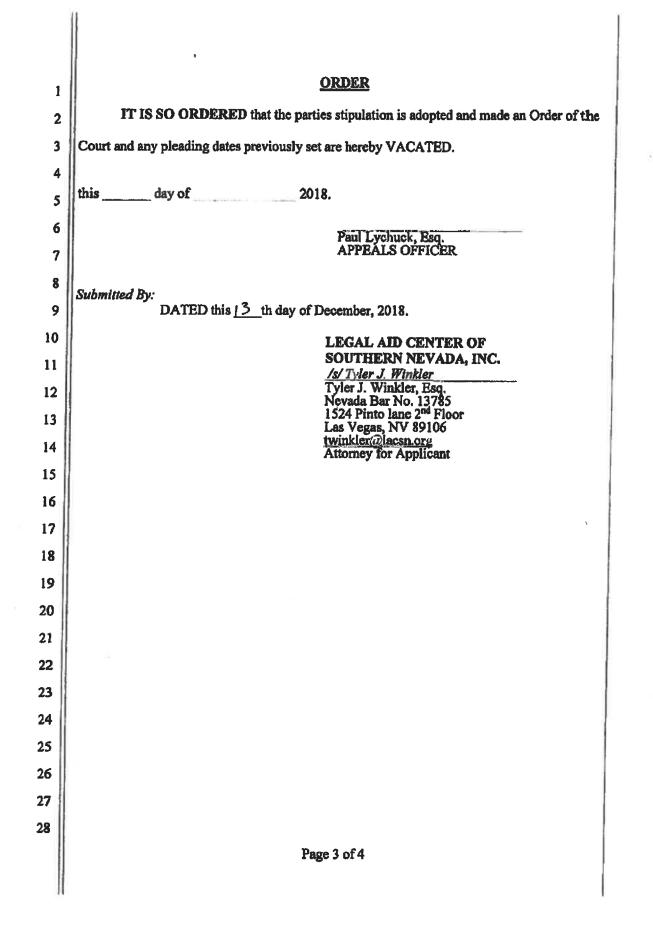
1	AFFIRMATION			
2	(Pursuant to NRS 239B.030)			
3	The undersigned does hereby affirm that the foregoing document does not contain			
4	the social security number of any person.			
5	Dated: January 3, 2019.			
6	ADAM PAUL LAXALT			
7	Attorney General			
8	By: <u>/s/ David M. Gardner</u> DAVID M. GARDNER (Bar No. 12375)			
9	Senior Deputy Attorney General			
10	State Of Nevada Office of the Attorney General			
11	555 E. Washington Ave., Ste. 3900 Las Vegas, NV 89101			
12	(702) 486-3125 (phone)			
13	(702) 486-3773 (fax) DGardner@ag.nv.gov			
14	Attorneys for State of Nevada, Department of Administration, Victims of Crime Program			
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	CERTIFICAE OF SERVICE
2	a many many on the contractly, 2010, service of the
3	SUPPLEMENTAL BRIEFING ON THE ANTI-TERRORISM EMERGENCY
4 5	ASSISTANCE PROGRAM GRANT was made this date by depositing a true and correct
6	copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:
7	Tyler J. Winkler, Esq.
8	Legal Aid Center of Southern Nevada, Inc.
9	1524 Pinto Lane 2 nd Floor Las Vegas, NV 89106
10	
11	DEPARTMENT OF ADMINSITRATION APPEALS OFFICE
12	2200 South Rancho Dr., Ste. 220 Las Vegas, NV 89102
13	
14	<u>/s/ Debra Turman</u>
15	an employee of the Office of the Attorney General
16	
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	SAO		
	1 Tyler J. Winkler, Esq. Nevada Bar No. 13785		
	2 LEGAL AID CENTER OF SOUTHERN NEVADA, INC.		
	3 1524 Pinto lane 2 nd Floor Las Vegas, NV 89106		
	4 Telephone: (702) 455-6642 Facsimile: (702) 366-1647		
:	twinkler@lacsn.org		
	6		
7	7 NEVADA DEPATMENT OF ADMINISTRATION BEFORE THE APPEALS OFFICER		
8	In the Matter of the Contested		
9	Victime of Origina Old 1 / A	Claim No.: 18-10043978-NR Appeal No.: 1905330-PL	
10	DANIEL HUNT.		
11	Applicant.		
12			
13	STIPULATION AND ORDER TO	WITHDRAW SUPPLEMENTAL	
14			
15	MATERIALS, SUPPLEMENTAL APPEAL STATEMENT, MOTION IN LIMINE,		
16	AND REP		
17		by and through counsel, Tyler J. Winkler,	
18	Esq., of Legal Aid Center of Southern Nevad	a, Inc., and the STATE OF NEVADA,	
19	DEPARTMENT OF ADMINISTRATION, VICTI	MS OF CRIME PROGRAM ("VOCP"), by	
20	and through its counsel, David M. Gardner, Esq. of	the NEVADA ATTORNEY GENERAL's	
21	OFFICE hereby stipulate and agree to the following	:	
22	1. On December 10 th , 2018 Appeal's Officer Paul Lychuk issued an ERRATA		
23			
24	INTERIM ORDER setting pleading response times for the VOCP and Applicant for		
25	no later than December 21, 2018 and January 3, 2019 respectively, concerning a NRS		
26	233B.122(1) issue raised in Applicant's F	keply in the present contested claim.	
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1	2. The VOCP shall withdraw the supplemental materials made up of additional records				
2	of the Applicant submitted on November 15, 2018, and shall withdraw the				
3	Supplemental Appeal Statement submitted on November 27, 2018.				
4	3. Applicant shall withdraw his Motion in Limine to exclude the supplemental materials				
5	submitted on November 19th, 2018, and shall withdraw the subsequent Reply				
6	submitted on November 30, 2018.				
7	4. The parties agree that there no longer exists a need to submit any further pleadings in				
8	this contested case based on the mutual withdrawal of the supplemental materials,				
9					
10	supplemental appeal statement, Motion in limine, and Reply.				
11	DATED this 13 th day of December, 2018.				
12 13	LEGAL AID CENTER OF ADAM PAUL LAXALT				
15	SOUTHERN NEVADA, INC. Attorney General				
14	By: By: Bay 10120				
16	Tyler J. Winkler, Esq.DAVD M. GARDNER (Bar No.12375)Nevada Bar No. 13785Senior Deputy Attorney General1524 Pinto lane 2 nd FloorState of Nevada				
17	Las Vegas, NV 89106 Office of the Attorney General				
18	twinkler:@lacsn.org555 E. Washington Ave., Ste. 3900Attorney for ApplicantLas Vegas, NV 89101(702) 486-3125 (phone)				
19	(702)486-3773 (fax) DGardner@ag.ny.gov				
20	Attorneys for State of Nevada, Department of Administration, Victims of Crime				
21	Program				
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24					
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	Page 2 of 4				



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1 2 3 4 5	CERTIFICATE OF MAILING			
6				
7	DAVID M. GARDNER (Bar No.12375) Senior Deputy Attorney General			
8	State of Nevada			
9	Office of the Attorney General 555 E. Washington Ave., Ste. 3900			
-	Las Vegas, NV 89101			
10	(702) 486-3125 (phone) (702)486-3773 (fax)			
11	DGardner@ag.nv.gov			
12	Attorneys for State of Nevada, Department of Administration, Victims of Crime Program			
13				
14	DEPARTMENT OF ADMINISTRATION APPEALS OFFICE			
15	2200 South Rancho Dr Ste 220 Las Vegas, NV, 89102			
16				
17				
18	DATED this 13_th day of December, 2018.			
19	LEGAL AID CENTER OF SOUTHERN NEVADA, INC.			
20	1			
21	<i>ls/ Tyler J. Winkler</i> Tyler J. Winkler, Esq.			
22	Nevada Bar No. 13785 1524 Pinto Jane 2 nd Floor			
23	Las Vegas, NV 89106 Telephone: (702) 455-6642			
24	Facsimile: (702) 366-1647 twinkler@lacsn.org			
25	Attorney for Applicant			
26				
27				
28				
20	Page 4 of 4			

BEFORE THE HEARINGS OFFICER

2 In the Matter of the Contested Victims of Crime Claim of: 3

DANIEL HUNT.

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18-10043978-NR Claim No: Appeal No:

1905330-PL

Applicant.

ERRATA INTERIM ORDER

In this case, the Applicant, a war veteran, has appealed VOCP's denial of his request for 9 extended off work benefits for his post-traumatic stress disorder ("PTSD") that was re-triggered by his 10 experience at the Route 91 tragedy. VOCP initially represented that it was constrained by its program 11 policies from providing additional off work benefits to the Applicant for his mental injuries and that his 12 post-traumatic stress disorder is not a covered disability for lost wage reimbursement claims. The 13 Applicant has asserted that VOCP's policies are arbitrary for allowing extended lost wage claims for 14 physical injuries only, and for not recognizing the physical aspect of PTSD or the exceptional 15 circumstatces and availability of supplemental funds for October 1, 2017 Route 91 victims. 16

At the initial hearing on November 15, 2018 VOCP attempted to supplement the record with 17 additional records. The Hearing Officer continued the hearing to November 27, 2018 for the Applicant 18 to have time review the documents and indicate any objections he may have to the records beyond late-19 filing. The Applicant then filed a Motion in Limine on November 19, 2018 to exclude the supplemental 20 documents. On the day of the rescheduled hearing VOCP submitted a Supplemental Appeal Statement 21 requesting that it be considered in lieu of appearing for the hearing. The Hearing Officer again 22 continued the hearing to December 6, 2018 to allow the Applicant time to review VOCP's supplemental 23 24 statement because it included an opposition to the Motion in Limine.

> RECEIVED DEC 1 8 2018 CCSI

FILED

DEC 10 2018

APPEALS OFFICE

1 The Applicant filed his Reply in support of his Motion in Limine on November 30, 2018. Upon 2 receiving the Applicant's Reply, which apparently has raised NRS 233B.122(1) for the first time, VOCP 3 requested a continuance of the hearing to obtain legal representation from the Nevada Attorney General. 4 A Notice of Appearance was filed by the Nevada Attorney General on December 4, 2018. The 5 December 6, 2018 hearing was vacated with the case to be decided upon the record after consideration 6 of the pending Motion in Limine, VOCP's opposition and the Applicant's Reply. VOCP, through its 7 counsel has requested that it be allowed to file a response to the Motion in Limine and the Reply to the 8 Motion in Limine. 9

Under the circumstances, no additional arguments may be presented by VOCP on the merits of 10 the Applicant's underlying case or the other issues raised by the Applicant in his Motion in Limine or 11 his Reply to VOCP's opposition to the Motion in Limine other than the newly raised NRS 233B.122(1) 12 issue. 13

Under the circumstances, VOCP may present its position only as to the recent new assertion by 14 the Applicant that VOCP is not in compliance with NRS 233B.122(1) because the Senior Appeals 15 Officer for the Nevada Department of Administration also oversees the VOCP program. In that regard, 16 the Hearing Officer acknowledges that he employed as an Appeals Officer with the Nevada Department 17 of Administration who was assigned this case by the Senior Appeals Officer. He does not believe his job 18 as an Appeals Officer necessarily interferes with his separate role as Hearing Officer to adjudicate 19 20 VOCP cases.

Accordingly, VOCP may file its limited response to the NRS 233B.122(1) issue no later than 21 22 December 21, 2018. The Applicant may respond to VOCP's position regarding the applicability of NRS 23 233B.122(1) in this case no later than January 3, 2019.

24 25 IT'IS SO ORDERED this 10 day of December, 2018. 26 湖的 计注意机 27 Raut Lychuk Esq. 28 1-0 P | APPEALS OFFICER

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1	CERTIFICATE OF MAILING
2 3 4 5	The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing <u>ERRATA INTERIM ORDER</u> was duly mailed, postage prepaid OR placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 2200 S. Rancho Drive, #220, Las Vegas, Nevada, to the following:
6 7	DANIEL HUNT
8 9 10	TYLER J WINKLER LEGAL AID CENTER OF SOUTHERN NEVADA 1524 PINTO LANE 2ND FLOOR LAS VEGAS NV 89106
11 12	VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS NV 89102
13 14 15	DAVID M:GARDNER ESQ SENIOR DEPUTY ATTORNEY GENERAL 555 E WASHINGTON AVE STE 3900 LAS VEGAS NV 89101
16	Dated this 10 th day of December, 2018.
17 18	Chris Beals, Legal Secretary II
19	Employee of the State of Nevada
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In the Matter of the Contested Industrial Insurance Claim of:

DANIEL HUNT,

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Claim No: 18-10043978-NR⁺ 1905330-PL Appeal No:

FILED

DEC 10 2018

APPEALS OFFICE

Claimant.

INTERIM ORDER

8 In this case, the Applicant, a war veteran, has appealed VOCP's denial of his request for 9 extended off work benefits for his post-traumatic stress disorder ("PTSD") that was re-triggered by his 10 experience at the Route 91 tragedy. VOCP initially represented that it was constrained by its program 11 policies from providing additional off work benefits to the Applicant for his mental injuries and that his 12 post-traumatic stress disorder is not a covered disability for lost wage reimbursement claims. The Applicant has asserted that VOCP's policies are arbitrary for allowing extended lost wage claims for 14 physical injuries only, and for not recognizing the physical aspect of PTSD or the exceptional circumstances and availability of supplemental funds for October 1, 2017 Route 91 victims. 16

At the initial hearing on November 15, 2018 VOCP attempted to supplement the record with 17 additional records. The Hearing Officer continued the hearing to November 27, 2018 for the Applicant 18 to have time review the documents and indicate any objections he may have to the records beyond late-19 filing. The Applicant then filed a Motion in Limine on November 19, 2018 to exclude the supplemental 20 documents. On the day of the rescheduled hearing VOCP submitted a Supplemental Appeal Statement 21 requesting that it be considered in lieu of appearing for the hearing. The Hearing Officer again 22 continued the hearing to December 6, 2018 to allow the Applicant time to review VOCP's supplemental 23 statement because it included an opposition to the Motion in Limine. 24

> RECEIVED DEC 1 8 2018 CCSI

The Applicant filed his Reply in support of his Motion in Limine on November 30, 2018. Upon receiving the Applicant's Reply, which apparently has raised NRS 233B.122(1) for the first time, VOCP requested a continuance of the hearing to obtain legal representation from the Nevada Attorney General. A Notice of Appearance was filed by the Nevada Attorney General on December 4, 2018. The December 6, 2018 hearing was vacated with the case to be decided upon the record after consideration of the pending Motion in Limine, VOCP's opposition and the Applicant's Reply. VOCP, through its counsel has requested that it be allowed to file a response to the Motion in Limine and the Reply to the Motion in Limine.

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Under the circumstances, no additional arguments may be presented by VOCP on the merits of the Applicant's underlying case or the other issues raised by the Applicant in his Motion in Limine or his Reply to VOCP's opposition to the Motion in Limine other than the newly raised NRS 233B.122(1) issue.

14 Under the circumstances, VOCP may present its position only as to the recent new assertion by 15 the Applicant that VOCP is not in compliance with NRS 233B.122(1) because the Senior Appeals 16 Officer for the Nevada Department of Administration also oversees the VOCP program. In that regard, 17 the Hearing Officer acknowledges that he employed as an Appeals Officer with the Nevada Department 18 of Administration who was assigned this case by the Senior Appeals Officer. He does not believe his job 19 as an Appeals Officer necessarily interferes with his separate role as Hearing Officer to adjudicate 20 VOCP cases.

Accordingly, VOCP may file its limited response to the NRS 233B.122(1) issue no later than
 December 21, 2018. The Applicant may respond to VOCP's position regarding the applicability of NRS
 233B.122(1) in this case no later than January 3, 2019.

"IT IS SO ORDERED this 10 day of December, 2018.

Raaf Lychuk, Esq. APPEALS OFFICER

, *	1				
_					
1	CERTIFICATE OF MAILING				
2	The undersigned, an employee of the State of Nevada, Department of Administration,				
3	Hearings Division, does hereby certify that on the date shown below, a true and correct conv of				
4	the foregoing <u>ORDER FOR TELEPHONE STATUS CHECK</u> was duly mailed, postage prepaid OR placed in the appropriate addressee runner file at the Department of Administration,				
5	Hearings Division, 2200 S. Rancho Drive, #220, Las Vegas, Nevada, to the following:				
6	DANIEL HUNT				
7					
8	TYLER J WINKLER				
9	LEGAL AID CENTER OF SOUTHERN NEVADA 1524 PINTO LANE 2ND FLOOR				
10	LAS VEGAS NV 89106				
11	VICTIMS OF CRIME PROGRAM				
12	2200 S-RANCHO DR STE 210-A LAS VEGAS NV 89102				
13	DAVID M GARDNER ESQ				
14	SENIOR DEPUTY ATTORNEY GENERAL 555 E WASHINGTON AVE STE 3900				
15	LAS VEGAS NV 89101				
16	Dated this 11th day of December, 2018.				
17					
18	Chris Beals, Legal Secretary II				
	Employee of the State of Nevada				
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ATTACHMENT 10

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1	ADAM PAUL LAXALT		
2	Attorney General David M. Gardner, Esq. (Bar No. 12375)		
3	Senior Deputy Attorney General State of Nevaila	1219 B	
4	Office of the Attorney General	11/2 11 Parts 10 2 19	
5	555 E. Washington Ave., Ste. 3900 Las Vegas, NV 89101		
6	(702) 486-3125 (phone) (702) 486-3773 (fax)		
7	DGardner@ag.nv.gov Attorneys for State of Nevada, Department		
8	of Administration, Victims of Crime Program		
9	NEVADA DEPARTMENT C	F ADMINISTRATION	
10	BEFORE THE APPE	EALS OFFICER	
11	In the Matter of the Contested	Claim No. 18-10043978-NR	
12	Victims of Crime Claim of:	Appeal No. 1905330-PL	
13	DANIEL HUNT,		
14	Appellant.		
15	1		
16			
17	REQUEST FOR PERMISSION	TO FILE A RESPONSE	
18			
19	The STATE OF NEVADA, DEPARTMEN	IT OF ADMINISTRATION, VICTIMS OF	
20	CRIME PROCRAM ("VOCP") by and through i	ts counsel, David M. Gardner, Esq. of the	
21 22	NEVADA ATTORNEY GENERAL's OFFICE an	d hereby submits to the Court its Request	
22	for Permissior to File a Response to Appellant's	Motion in Limine and Reply in Support of	
23	its Motion in Limine. This motion is based on the attached Memorandum of Points and		
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-	Authorities and summary allowed at the time of baseing on this mattern if and i		
1 2	Authorities and any argument allowed at the time of hearing on this matter, if one is scheduled.		
3	DATED this 6 th day of December, 2018.		
4	÷		
5	ADAM PAUL LAXALT Attorney General		
6	By: /s/ David M. Gardner		
7	By: <u>/s/ David M. Gardner</u> DAVID M. GARDNER (Bar No. 12375) Senior Deputy Attorney General		
8	State Of Nevada Office of the Attorney General		
9	555 E. Washington Ave., Ste. 3900		
10	Las Vegas, NV 89101 (702) 486-3125 (phone)		
11	(702) 486-3773 (fax) DGardner@ag.nv.gov		
12	Attorneys for State of Nevada, Department of Administration, Victims of Crime Program		
13	Administration, Victims of Orthe Frogram		
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MEMORANDUM OF POINTS AND AUTHORITIES

FACTUAL BACKGROUND I.

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On December 3, 2018, VOCP informed the State of Nevada, Attorney General's 3 Office of the arguments laid out in Appellant's Motion in Limine and in its Reply in Support 4 5 of its Motion in Limine. On December 4, 2018, the VOCP met with their representative at the Attorney General Office, David M. Gardner, Esq., to discuss the arguments first 6 7 brought up in Appellant's Reply in Support of its Motion in Limine and requested that the 8 Attorney General's Office represent the VOCP in this matter. On that same day, the Attorney General's Office filed a notice of appearance and expected to argue the motions 9 brought by Appellant at the hearing scheduled for December 6, 2018. On December 5, 2018, 10 counsel for the VOCP was informed that the hearing on December 6, 2018 had been vacated and that the outstanding motions would be determined without a hearing. This change in circumstance was the reason for this request.

II. **ARGUMENT**

3

15 "[P]ublic policy dictates that cases be adjudicated on their merits. Kahn v. Orme, 108 Nev. 510, 516, 835 P.2d 790, 794 (1992). To this point, solely the arguments of Appellant 16 17 and his counsel are before this Court. The Attorney General's Office, on behalf of the VOCP, would like to make a formal response to Appellant's claims so that this case can be 18 19 determined on its merits and not based solely on the one sided claims of Appellant.

VOCP's request is in no way dilatory tactic but simply an acknowledgement of the 20 change in Appellants arguments. As conceded by Appellant in its Reply in Support of its 21 Motion in Lintine¹, the Appellant brought in a new argument stating that he believed that 22 the VOCP was acting illegally by not complying with NRS 233B.122(1). The next business 23 day after Appellant's Reply in Support of it Motion in Limine was mailed, the VOCP 24 discovered the new argument and they immediately contacted the Attorney General's 25 Office. The Attorney General's Office in turn has filed its Notice of Appearance in this case 26 27 and reviewed the case documents and has formed legal arguments which it would like to 28 share with this Court.

In addition, normally, the Attorney General's Office is not involved in hearings or 1 appeals of VOCP's determinations as the VOCP handles those itself. In this case though, 2 the threat of illegality used by the Appellant's compelled the VOCP to request that the 3 Attorney General be involved to combat those false allegations. To do so, the VOCP 4 requests that you grant this motion to permit a response to be submitted regarding 5 Appellant's Motion in Limine and its Reply in Support of its Motion in Limine. 6

III. CONCLUSION

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8 Based on the foregoing, the VOCP respectfully requests that the Court grant this motion allowing it to provide a response to the Appellant's Motion in Limine and Reply in Support of its Motion in Limine and to set a date by which such response would need to be filed with this Court.

DATED this 6th day of December, 2018.

ADAM PAUL LAXALT Attorney General

16 By: /s/ David M. Gardner, Esq. DAVID M. GARDNER (Bar No. 12375) 17 Senior Deputy Attorney General State Of Nevada 18 Office of the Attorney General 1 19 555 E. Washington Ave., Ste. 3900 Las Vegas, NV 89101 20 (702) 486-3125 (phone) (702) 486-3773 (fax) 21 DGardner@ag.nv.gov 22 Attorneys for State of Nevada, Department of Administration, Victims of Crime 23 Program 24 25 26 28 ¹ See Appellant's Reply in Support of its Motion in Limine, p. 1

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1	II AFFIRMATION	
2	L C C C C C C C C C C C C C C C C C C C	
3	The undersigned does hereby affirm that the foregoing document does not contain	n
4	the social security number of any person.	
5	Dated: December 5, 2018.	
6	ADAM PAUL LAXALT Attorney General	
7	By: /s/ David M. Gardner	
8	By: <u>/s/ David M. Gardner</u> DAVID M. GARDNER (Bar No. 12375) Senior Deputy Attorney General	
9	State Of Nevada	
10	Office of the Attorney General 555 E. Washington Ave., Ste. 3900	
11	Las Vegas, NV 89101 (702) 486-3125 (phone)	
12	(702) 486-3773 (fax)	
13	DGardner@ag.nv.gov Attorneys for State of Nevada, Department of	
14	Administration, Victims of Crime Program	
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	Page 5 of 6	

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1	CERTIFICATE OF SERVICE		
2	I hereby certify that, on the 6 th day of December, 2018, service of the REQUEST		
3	FOR PERMISSION TO FILE A RESPONSE was made this date by depositing a true and		
4	correct copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed		
5	follows:		
6			
7	Tyler J. Winkler, Esq. Legal Aid Center of		
8	Southern Nevada, Inc. 1524 Pinto Lane 2 nd Floor		
9	Las Vegas, NV 89106		
10	DEPARTMENT OF ADMINSITRATION		
11	APPEALS OFFICE 2200 South Rancho Dr., Ste. 220		
12	Las Vegas, NV 89102		
13			
14	<u>/s/ Marilyn Millam</u> an employee of the		
15	Office of the Attorney General		
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	Page 6 of 6		

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1	ADAM PAUL LAXALT	
_	Attorney General	
2	David M. Gardner, Esq. (Bar No. 12375) Senior Deputy Attorney General	
3	State of Nevada Office of the Attorney General	
4	555 E. Washington Ave., Ste. 3900	
5	Las Vegas, NV 89101 (702) 486-3125 (phone)	
6	(702) 486-3778 (fax)	
7	DGardner@ag.nv.gov Attorneys for State of Nevada, Department	
8	of Administration, Victims of Crime Program	
9	NEVADA DEPARTMENT O	F ADMINISTRATION
10	BEFORE THE APPE.	
11	In the Matter of the Contested	
12	Victims of Crime Claim of:	Claim No. 18-10043978-NR Appeal No. 1905330-PL
13	DANIEL HUNT,	
14	Appellant.	
15		
16	2	
17	NOTICE OF APPI	LARANCE
18		
19	Adam Paul Laxalt, Nevada Attorney Ge	
20	Deputy Attorney General, hereby notifies the A	ppeals Officer and respective parties to
21	this action that David M. Gardner, Senior De	eputy Attorney General, has assumed
22	responsibility for representing the interests of	the State of Nevada, Department of
23	Administration, Victims of Crime Program ("VOO	P") in this action.
24	3	
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1	It is requested that all future pleadings be served upon, and any contact by th	e
2	court personnel or the parties be directed to the undersigned counsel.	
3	RESPECTFULLY SUBMITTED this 4 th day of December, 2018.	
4		
5	ADAM PAUL LAXALT Attorney General	
6	By: /s/ David M. Gardner	
7	DAVID M. GARDNER (Bar No. 12375) Senior Deputy Attorney General	
8	State Of Nevada Office of the Attorney General	
9	555 E. Washington Ave., Ste. 3900 Las Vegas, NV 89101	
10	(702) 486-3125 (phone)	
11	(702) 486-3773 (fax) DGardner@ag.nv.gov	
12	Attorneys for State of Nevada, Department of	
13	Administration, Victims of Crime Program	
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1	AFFIRMATION (Pursuant to NRS 239B.030)	
2	The undersigned does hereby affirm that the foregoing document does not contain	
3	the social security number of any person.	
4	Dated: December 4, 2018.	
5	ADAM PAUL LAXALT Attorney General	
6		
7	By: <u>/s/ David M. Gardner</u> DAVID M. GARDNER (Bar No. 12375)	l
8	Senior Deputy Attorney General State Of Nevada	
9	Office of the Attorney General 555 E. Washington Ave., Ste. 3900	
10	Las Vegas, NV 89101 (702) 486-3125 (phone)	
11	(702) 486-3773 (fax)	
12	DGardner@ag.nv.gov Attorneys for State of Nevada, Department of	
13	Administration, Victims of Crime Program	
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1	CERTIFICATE OF SERVICE		
2	I hereby certify that, on the 4 th day of December, 2018, service of the NOTICE OF	7	
3	APPEARANCE was made this date by depositing a true and correct copy of the same for		
4	mailing, first class mail, at Las Vegas, Nevada, addressed follows:		
5	Tyler J. Winkler, Esq.		
6	Legal Aid Center of		
7	Southern Nevada, Inc. 1524 Pinto Lane 2 nd Floor		
8	Las Vegas, NV 89106	ŀ	
9	DEPARTMENT OF ADMINSITRATION		
10	APPEALS OFFICE 2200 South Rancho Dr., Ste. 220		
11	Las Vegas, NV 89102		
12	for Marillen DELL		
13	<u>/s/ Marilyn Millam</u> an employee of the		
14	Office of the Attorney General		
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	NOV 2 7 2018
u E	VOCCO - LV
e de la construction de la construction	2 In the Matter of the Contested
	3 Victims of Crime Claim of: Claim No: 18-10043978-NR
	DANIEL HUNT,
*	6 Applicant.
	7 NOTICE OF RESETTING
- % •	8 TO ALL PARTIES OF INTEREST:
	9 PLEASE TAKE NOTICE that the above-captioned tratter scheduled for a hearing on:
÷. 1	DATE: December 6, 2018
n 1997 - 1	
1	2 START TIME: 1:00PM
⁷ 1	3 PLACE: Appeals Office Hearing Room 2200 South Rancho Drive, Suite #220
1	4 Las Vegas, NV 89102 Phone: (702) 486-2527
1	5
1	6 PLEASE TAKE FURTHER NOTICE that previously scheduled hearing dates in this matter, if
1	any, are hereby vacated and reset to the above referenced date and time.
1	8 CONTINUANCES OF THIS SCHEDULED HEARING DATE SHALL ONLY BE
- 1:	CONSIDERED ON WRITTEN AFFLICATION SUFFORTED BY AFFIDAVITS.
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	NGV 27 2016
1	CERTIFICATE OF MAILING
2 3 4	
5 6 7	DANIEL HUNT
8 9 10	TYLER J WINKLER LEGAL AID CENTER OF SOUTHERN NEVADA 1524 PINTO LANE 2ND FLOOR LAS VEGAS NV 89106
11 12	VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS NV 89102
13 14	Dated this 27th day of November, 2018.
15	Chris Beals, Legal Secretary II Employee of the State of Nevada
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1	11101ada Dat 130. 13703	
2	LEGAL AID CENTER OF SOUTHERN NEVADA, INC. 1524 Pinto lane 2 nd Floor	4
3	Las Vegas, NV 89106	
4	Telephone: (702) 455-6642 Facsimile: (702) 366-1647	s
5	twinkler@lacsn.org Attorney for Applicant	
6	NEVADA DEPATMENT OF	
7	BEFORE THE APPE	ALS OFFICER
8	In the Matter of the Contested Victims of Crime Claim of:	Notes No 10 100 41000 NT
9		Claim No.: 18-10043978-NR Appeal No.: 1905330-PL
10	DANIEL HUNT.	
11	Applicant.	
12		
13	APPLICANT APPEAL	STATEMENT
14	Applicant DANIEL HUNT(hereinafter, "M	r. Hunt"), by and through counsel, Tyler J.
15	Winkler, Esq., of Legal Aid Center of Southern N	levada, Inc., hereby submits the following
16	Appeal Statement.	
17	STATEMENT	T OF FACTS
18		
19	Mr. Hunt is a survivor of the October 1 st , 201	
20	a veteran who had been previously diagnosed wi disorder (PTSD). The tragedy of October 1st was sig	
21	able to continue to work when he returned home.	
22	deteriorating mental health and being denied by his er	
23	7, 2017, without his sick pay or accrued vacation tim	·
24	Mr. Hunt has been unable to return to work de	ue to his PTSD which has been exacerbated
25	from his experience at Route 91. Mr. Hunt is curr	
26	along with his wife, have applied for benefits throu	gh the Nevada Victims of Crime Program
27	(VOCP).	
28	· · · ·	
	Page 1 of 9	
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× 1	On June 18, 2018 the VOCP issued a denial of extended lost wages benefits letter to Mr.	
	Hunt, stating that lost wage benefits are only available for "physical injury." The denial letter	
.2	cited VOCP Policy Section Eleven. Available Benefits:	
3	8. Lost Wage Reimbursement Claims	
4 5	A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met;	l
6	1): The applicant provides a disability statement from their treating physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or	
7	i worsened by the crime related injuries, and; 2) The disability statement specifies the nature and length of the physical disability,	
8	and;	
9	 3): The victim did not work during the disability period, and 4): The victim was employed at the time of the crime and the wages paid have been 	l
10	verified with the employer; or	
	5)? The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.	
11	6) ¹ Verification that the employer provided no continuing wage benefits as part of its	
12	policies or practices.	
13	P. Post Traumatic Stress Disorder is not a covered disability for lost wage	
14	reimbursement claims. ²	
15	Mr. Hunt timely appealed the June 18, 2018 denial and a hearing was held before the	
16	hearing officer on September 12, 2018. Mr. Hunt submitted a pre-hearing statement outlining	
17	his experience, his condition, and physical manifestations of his PTSD. ³ The Hearing officer	
18	issued a decision dated September 14, 2018, affirming the VOCP compensation officer denial. ⁴	
19	ARGUMENT FOR APPEAL	
- 1		
20 21	The Nevada Victims of Crime Program Policy limiting lost wage reimbursement claims to "physical" injuries and explicitly excluding PTSD contravenes the federal funding statute which makes up the compensation program and violates the Americans with Disabilities	
22	Act.	
23	Pursuant to the federal Victims of Crime Act of 1984 (VOCA), 34 U.S.C. § 20101 et	
24	seq., Nevada's Victims of Crime Program receives sixty (60) percent of its funding from the	
25		
26		
27		
28	¹ June 18, 2018, VOCP Lost Wages Denial Letter ² Id. Emphasis added.	
26	³ Daniel Hunt Pre-Hearing Submission September 7, 2018. ⁴ September 14, 2018 Hearing officer Decision and Order Page 2 of 9	
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federal government.⁵ VOCA requires federally funded state programs to comply with certain mandates, and outlines state eligibility grant guidelines.

Specifically, a crime victim compensation program shall remain eligible so long that it provides compensation to victims and survivors of victims of criminal violence for "loss of wages attributable to a physical injury resulting from a compensable crime."6

As will be discussed below, PTSD is, itself, a physical injury causing changes to the architecture and function of the brain. The NV VOCP's blanket exclusion of all PTSD claims contravenes the federal funding statute on its face as PTSD is a physical injury, and failing to compensate victims conflicts with VOCA. However, even permitting that there is a distinction between purely "mental and purely "physical" injuries the VOCP policies exclude PTSD categorically. Under the program rules lost wages are compensable so long as they are "attributable to a physical injury." For example, violent crime such as assault and domestic violence make up the vast majority of VOCP claim payments.⁷ Depending on the severity of the violence, these victims may be able to "physically" go to work, however these victims have experienced a traumatic incident and if they develop PTSD which prevents them from going to work and they now need help with lost wages-there is a direct connection of "loss of wages attributable to a physical injury resulting from a compensable crime" as outlined and mandated by federal law.

16 Accordingly, PTSD attributable to a "physical injury" resulting from a compensable 17 crime would necessarily be compensable under the program, and as the NV VOCP currently 18 categorically excludes ALL PTSD claims it is in contravention of the funding statute. As it applies to this appeal, the VOCP policy is invalid and Mr. Hunt's claim cannot be denied on that 19. basis. 20

Further, the State eligibility grant guidelines state:

Discrimination Prohibited. No person shall on the grounds of race, color, religion, national origin, disability, or sex, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under VOCA. States must comply with these VOCA nondiscrimination requirements, the Federal civil rights

534 U.S.C. § 20102(a)(1).

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27 4 34 U.S.C. § 20102(b). 7 2nd Quarter 2018 Report to the Board Of Examiners available at:

28 http://voc.nv.gov/uploadedFiles/vocnvgov/content/News/2nd%20Quarter%202018%20Report%20to %20BOE.pdf

1	document, and all other applicable civil rights requirements.	d
2	The Americans with Disabilities Act ("ADA") under Title 42. Chapter 126 applies to al	1
3	services, programs, and activities provided or made available by public entities:	
4 5	from participation in a balanticity shall, by reason of such disability, be excluded	d f
6		
7	As the VOCP policy manual states: VOCP will take all reasonable measures to ensure that no individual with a disability is	
8	excluded, denied services, segregated or otherwise treated differently due to the absence of auxiliary aids and services identified in the Americans with Disabilities Act. ¹⁰	-
9	PTSD'is a federally recognized physical and mental impairment. If a compensable crime	
10	causes or exacerbates a disability, the VOCP cannot discriminate against that victim. The NV	
11	VOCP current policies purposely exclude victims who develop PTSD attributable to a physical	- 1
12	injury from lost wage reimbursement. By failing to articulate or to distinguish why or under what	
13	circumstances PTSD attributable to a compensable crime would not be compensable, the NV	
14	VOCP is impermissibly discriminating against victims in contravention of VOCA.	
15	The Nevada Victims of Crime Program Policy limiting lost wage reimbursement claims to "physical" injuries and explicitly excluding PTSD runs counter to the stated policy objectives of the program and is not morally or logically justifiable.	
16		
17 18	NRS 217.010 provides: It is the policy of this State to provide assistance to persons who are victims of violent crimes or the dependents of victims of violent crimes.	
19	The VOCP Mission Statement states:	.
20	It is the mission of the Nevada Victims of Crime Program to provide financial assistance to qualified victims of crime in a timely, cost efficient and compassionate	
21	manner ¹¹	
22	The VOCP Policy Manual states:	
23	The VOCP goal is to assist eligible victims of crime and their families cope, and recover from the physical, emotional and financial impact of violent crime. These policies	
24	recognize the VOCP does this best by paying for medical and dental care, counseling,	
25		
26		1000
27	^a 27158 Federal Register/Vol. 66, No. 95/Wednesday, May 16, 2001/Notices, IV Section 19, available: https://www.ovc.gov/voca/pdftxt/voca_guidelines2001.pdf	
28	9 42 U.S.C § 12132 10 VOCP policy Manual Section 2 (5)	
	¹¹ VOCP policy Manual Section 1 (1) C. Page 4 of 9	

lost income, and other approved benefits as quickly as possible: when a victim needs financial support and reassurance the most.¹²

According to the policies of the State of Nevada, the goal of the VOCP is to help eligible 3 victims of crime recover physically, emotionally, and financially. Failing to compensate eligible 4 victims for lost wages due to medically verifiable "non-physical" injuries, and specifically, PTSD, only serves to undercut benefits the VOCP does offer to victims. A victim cannot make 5 use of counseling benefits if they cannot take time from work. A victim cannot focus on recovery 6 when they are concerned about economic insecurity from loss of income. Most importantly, psychological health influences the recovery of physical injury. Psychological health helps determine how a person experiences pain, and effects a host of neurological issues from stress hormones affecting inflammation in the body, to high blood pressure, to the body's ability to heal, just to name a few.¹³ Excluding "non-physical" injury from lost wage benefits not only fails to adequately assist victims of crime, it is also an arbitrary and outdated differentiation.

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"Non-physical" injury is not just in a victim's mind, but has objective physical markers just as real as any "physical" injury. There is no rational justification that PTSD is not a covered disability for lost wage reimbursement under the VOCP.

PTSD is, itself, a physical injury causing changes to the architecture and function of 15 the brain. Trauma can alter brain functioning, and PTSD suffers have been shown to have 16 changes in their prefrontal cortex, anterior cingulate cortex, and the amygdala; areas of the 17 brain responsible for thinking, emotional regulation, and fear responses.¹⁴ The distinction 18 between "physical" and "non-physical" injury is outdated and not supported by medical and 19 social science, PTSD is not materially different from a "physical" injury and should not be 20 treated differently under the VOCP. Just like a "physical" injury, PTSD is a medical diagnosis 21 with objective criteria that can manifest through physical and mental impairments.¹⁵ Just like a "physical" injury, PTSD can result in different forms of disability and is compensable under 22 federal wage programs such as VA benefits and Social Security, and is compensable under the 23

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- ¹⁴ Bremner JD (2006). Traumatic stress: effects on the brain. Dialogues in clinical neuroscience, 8 (4), 445-61 27 PMID: 17290802; Hull AM (2002). Neuroimaging findings in post-traumatic stress disorder. Systematic
- review. The British journal of psychiatry : the journal of mental science, 181, 102-10 PMID: 1215f1279 ¹⁵ American Psychiatric Association. (2013) Diagnostic and statistical manual of mental disorders, (5th ed.). 28 Washington, DC: Author.

Page 5 of 9

¹² VOCP Policy Manual Section Two (1) F.

²⁵ 13 The Connections Between Emotional Stress, Trauma and Physical Pain Susanne Babbel Ph.D., M.F.T., Available at: https://www.psychologytoday.com/us/blog/somatic-psychology/201004/the-connections-between-26 emotional-stress+trauma-and-physical-pain

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worker's compensation system. Just like a "physical" injury, PTSD is a federally recognized and protected disability under the Americans with Disabilities Act. Just like a "physical" injury, PTSD can be the result of exposure to a traumatic event, such as a violent crime. Accordingly, the VOCP policy excluding PTSD from lost wage reimbursement claims is arbitrary and not justifiable when considering it is not materially different from a "physical" injury. So long as a claimant is otherwise eligible, and can provide verification to the compensation officer that as a result of their PTSD or "non-physical" injury that they are unable to work, they should be eligible under the VOCP. There is no material difference between a claimant who is unable to work as a result of a violent crime due to their PTSD, as there would be had they suffered some other form of "physical" injury.

The VOCP distinction between "physical" and "non-physical" injury is not defined under the VOCP policies, nor under the statute. Further, even if a medically/socially acceptable definition of "physical" injury existed under the program, the VOCP is not statutorily required to limit lost wage benefits to "physical" injuries.

No part of NRS 217.010 through NRS 217.270 imposes on the VOCP a requirement that lost wage benefits cannot be paid as a result of "non-physical" injuries and specifically, PTSD. In fact, the VOCP already ensures benefits and compensation for "non-physical" injuries to victims of crime. The VOCP explicitly recognizes that "[c]ertain crimes resulting in emotional or mental injuries only, may be eligible for mental health counseling, child care, relocation, home security repair, and emergency housing or living expenses."¹⁶ The VOCP's purpose is to help victims, and the VOCP policies acknowledge repeatedly the importance of mental emotional health. Accordingly, excluding lost wage benefits as a compensable benefit is neither required nor does it fulfill the stated purpose of the program.

Assuming *arguendo*, that the Board of Examiners (BOE), the governing authority of the Nevada Victims of Crime Program,¹⁷ adopted the policy for excluding PTSD from lost wages benefits claims for the purpose of ensuring the solvency of the program is not justifiable considering the policies and stated purpose of the program, and is not rational or correct as a matter of fact. One could argue that a "non-physical" injury, or PTSD, may not be as easily diagnosable as a "physical" injury, and has the possibility of continuing on longer and need to

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28 16 VOCP Policy Manual Section Eight (3) A 17 NRS 217.130

Page 6 of 9

be compensated longer than a "physical" injury. However, as already described supra, PTSD is not materially different from a physical injury, and requires a diagnosis, and has physical manifestations. Further, the VOCP already requires verification from a medical professional to be considered for mental health counseling services. The same requirements and verification can be used to verify that a claimant's PTSD is preventing them from being able to work and make them eligible for lost wage benefits. Further, the VOCP has benefit caps and maximums, which more efficiently and specifically address any concerns of exhausting funds of the program.

Mr. Hunt is a special VOCP applicant, as he is a survivor of the Route 91 Harvest Music Festival Mass Casualty Event on October 1st.

Following the Oct. 1st strip tragedy, the VOCP was held out to the victims as the source for support and assistance. As recently as March 2018, at the Board of Examiner's meeting, Governor Sandoval stated that, "I want to reimburse the victims dollar for dollar."¹⁸ At that same meeting, VOCP Program Manager, Rebecca Salazar, stated that even if the program did not receive federal reimbursements, the VOCP would not need to limit victim assistance to Oct. 1st applicants.¹⁹ '

Further, the US Department of Justice, Office for Victims of Crime (OVC), administers 15 an Antiterrorism Emergency Assistance Program Grant (AEAP)²⁰ supplemental to the Victim Compensation Formula Grant Program. Under the AEAP, the OVC may provide funding to the state program to cover expenses not ordinarily covered (whether in amount or type) by state crime victim compensation programs.²¹ As Nevada has been invited to apply for the AEAP grant. and the grant will provide funding for lost wages based on non-physical injury, at a minimum the NV VOCP is obligated to consider Mr. Hunt's claim in order to receive the full amount of funds being offered by the OVC. Failure to do so guarantees that federal funds offered to the VOCP will not be used to help the victims of the Oct.1st tragedy.

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¹⁸ March 13, 2018 Board of Examiners Meeting Minutes pg. 5, Minutes available at:

26 http://budget.nv.gov/uploadedFiles/budget.nv.gov/content/Meetings/Board_of_Examiners/2017(1)/Final %20MA RCH_MINUTES_PN.pdf 27 19 Id.

29 https://www.ovc.gov/AEAP/

28 * OVC 79 FR 59298, available at: https://www.federalregister.gov/documents/2014/10/01/2014-23343/amendment-to-the-anti-terrorism-and-emergency-assistance-program-guidelines Page 7 of 9

Considering the unique nature of the event, the State's stated goal of assisting victims of the Oct. 1st tragedy, and the fact that funding is not at risk, Mr. Hunt's lost wages claim should be reevaluated and permitted if he is otherwise eligible.

DATED this 9th day of November, 2018.

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LEGAL AID CENTER OF SOUTHERN NEVADA, INC. /s/ Tyler J. Winkler

s/ Tyler J. Winkler Tyler J. Winkler, Esq. Nevada Bar No. 13785 1524 Pinto lane 2nd Floor Las Vegas, NV 89106 twinkler@lacsn.org

Page 8 of 9

	a
1	CERTIFICATE OF MAILING
2	I hereby certify that on the date shown below, a true and correct of the foregoing
3	APPEAL STATEMENT was submitted by electronic communication, facsimile, and/OR placed in the appropriate addressee runner file at the Department of Administration, Hearings
4	Division, 2200 S. Rancho Drive, #220, Las Vegas, Nevada, to the following:
5	VICTIMS OF CRIME PROGRAM 2200 S. Rancho Dr STE 210-A
6	Las Vegas, NV, 89102
7	DEPARTMENT OF ADMINISTRATION APPEALS OFFICE 2200 South Rancho Dr Ste 220
· 8	Las Vegas, NV, 89102
9	· ·
10	DATED this 9 th day of November, 2018.
11	t LEGAL AID CENTER OF
12 13	SOUTHERN NEVADA, INC.
13	<u>/s/ Tyler J. Winkler</u> Tyler J. Winkler, Esq.
15	i Nevada Bar No. 13785 1 1524 Pinto lane 2 nd Floor
16	Las Vegas, NV 89106 Telephone: (702) 455-6642
17	Facsimile: (702) 366-1647 twinkler@lacsn.org Attorney for Applicant
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ATTACHMENT 16

Rebecca D. Salazar

From: Sent: To: Cc: Subject: Attachments: Tyler Winkler <TWinkler@lacsn.org> Friday, November 09, 2018 3:28 PM Rebecca D. Salazar Tennille Pereira; Robert Gipson II Daniel Hunt Appeal Statement Hunt Appeal Statement.pdf

Hello Rebecca,

I just dropped off Mr. Hunt's appeal statement at the Appeals office and at the VOCP, but I also wanted to email you a copy. We have added a new argument that we had not included previously during the hearing officer hearing which I will include in the body of this email.

We believe that the VOCP's Policy limiting lost wage reimbursement claims to "physical" injuries and explicitly excluding PTSD contravenes the federal funding statute which makes up the compensation program.

Pursuant to the federal Victims of Crime Act of 1984 (VOCA), 34 U.S.C. § 20101 *et seq.*, Nevada's Victims of Crime Program receives sixty (60) percent of its funding from the federal government^[1] VOCA requires federally funded state programs to comply with certain mandates, and outlines state eligibility grant guidelines.

Specifically, a crime victim compensation program shall remain eligible so long that it provides compensation to victims and survivors of victims of criminal violence for "loss of wages attributable to a physical injury resulting from a compensable crime." 34 U.S.C. § 20102(b).

PTSD is, itself, a physical injury causing changes to the architecture and function of the brain. The NV VOCP's blanket exclusion of all PTSD claims contravenes the federal funding statute on its face as PTSD is a physical injury, and failing to compensate victims conflicts with VOCA. However, even permitting that there is a distinction between purely "mental and purely "physical" injuries the VOCP policies exclude PTSD categorically. Under the program rules lost wages are compensable so long as they are "attributable to a physical injury."

For example, violent crime such as assault and domestic violence make up the vast majority of VOCP claim payments. Depending on the severity of the violence, these victims may be able to "physically" go to work, however these victims have experienced a traumatic incident and if they develop PTSD which prevents them from going to work and they now need help with lost wages-there is a direct connection to their "loss of wages attributable to a physical injury resulting from a compensable crime" as outlined and mandated by federal law.

Accordingly, PTSD attributable to a "physical injury" resulting from a compensable crime would necessarily be compensable under the program, and as the NV VOCP currently categorically excludes ALL PTSD

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claims it is in contravention of the funding statute. As it applies to this appeal, the VOCP policy is invalid and Mr. Hunt's claim cannot be denied on that basis.

Thank you very much for your time,

LEGAL AID CENTER

Tyler Winkler, Esq. Attorney, Consumer Rights Project Legal Aid Center of Southerri Nevada, Inc. 725 E. Charleston Blvd. Las Vegas, NV 89104 702-455-6642 direct 702-386-1070 office twinkler@lacsn.org www.lacsn.org

Legal Aid Center of Southern Nevada, Inc. is a 501 (c) (3) organization and your <u>contribution</u> may qualify as a federally recognized tax deduction.

Legal Aid Center E-Newsletter

Please remember Legal Aid Center of Southern Nevada in your estate plan

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14 34 U.S.C. § 20102(a)(1).

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ATTACHMENT 18

NEVADA DEPARTMENT OF ADMINISTRATION

BEFORE THE APPEALS OFFICER

In the Matter of the: Victims of Crime Claim,

of

DANIEL HUNT,

Claimant

Claim No.: 18-10043978-NR

Appeal No.: 1905330-PL

TRANSCRIPT OF PROCEEDINGS BEFORE THE HONORABLE PAUL LYCHUK, ESQ. APPEALS OFFICER

> NOVEMBER 15, 2018 2:13 PM

2200 SOUTH RANCHO DRIVE, SUITE 220 LAS VEGAS, NEVADA 89102

Ordered by: Victims of Crime Program 2200 South Rancho Drive, Suite 210-A Las Vegas, NV 89102

Transcribed By: Jaime Caris, Always On Time

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1	
	APPEARANCES
2	
3	On behalf of the Claimant:
4	Tyler Winkler
5	Legal Aid Center of Southern Nevada
6	1524 Pinto Lane, Second Floor
7	Las Vegas, Nevada 89106
8	
9	
10	On behalf of the Program:
11	Rebecca Salazar
12	Victims of Crime Program
13	2200 South Rancho Drive, Suite 210-A
14	Las Vegas, NV 89102
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1	PROCEEDINGS
2	APPEALS OFFICER: Okay, this is the time set for
3	the hearing of the Appeal of
4	his request for additional off work benefits, attendant to his
5	diagnosed Post Traumatic Stress Disorder. He's not here-from
6	the records, is he in an inpatient facility in Florida right
7	now?
8	TYLER WINKLER: He is not, no.
9	APPEALS OFFICER: He was temporarily?
10	TYLER WINKLER: Temporarily, correct.
11	APPEALS OFFICER: He resides there and he's not
12	present. Did you plan to have him testify when the hearing
13	goes forward?
14	TYLER WINKLER: If necessary to appear, we can
15	arrange that. The arguments that we are going to argue is
16	based purely on the policies.
17	APPEALS OFFICER: Legal?
18	TYLER WINKLER: Yes, correct.
19	APPEALS OFFICER: Legal arguments, all right.
20	And, present for the Victims of Crime Program is Ms. Salazar,
21	who is the coordinator. She has submitted the, just now a
22	stack of records. You say these are treatment records?
23	REBECCA SALAZAR: They are, yes.
24	APPEALS OFFICER: Treatment records for the
25	Applicant And, they indicate that—she indicates

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1 they will be relying upon these records in part to support
2 their argument that the Claimant is not entitled to additional
3 lost wages, benefits.

4

When I read the file, I do have a couple questions about, are we presuming that this is related to the October 1 Shooting? Or, are we, in that he had PTSD before? It's alleged to be a triggering event that he's suffering from these circumstances. But is that different than what the circumstances were before that event?

10 TYLER WINKLER: I'd have PTSD before
11 October 1. We're alleging that October 1 was a triggering
12 event for him. He did-he was working before October 1. After
13 October 1, he was not able to work after that.

14 APPEALS OFFICER: Okay. All right, well why don't 15 I give you a little time to take a look at these records and 16 talk to your client and see if that changes anything in terms 17 of what you want to argue or what you might want to 18 supplement. Come back to a hearing with your respective 19 positions on this. 20 Does the VOC Program intend to respond to the legal 21 arguments that are being made by this case? 22 REBECCA SALAZAR: No. 23 APPEALS OFFICER: No? 24 REBECCA SALAZAR: Not with respect to the federal

25 policy that Mr. Winkler mentioned.

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Okay. Just make sure that APPEALS OFFICER: there's nothing in these additional records that changes your respective positions or all that you want to argue and we can reconvene in a couple of weeks maybe, would that work for both of you? TYLER WINKLER: That would. REBECCA SALAZAR: Sure. APPEALS OFFICER: All right, we'll go off the record and find a new date. [end of proceeding 2:16:32]

CERTIFICATE OF TRANSCRIPT

I, Jaime Caris, as the Official Transcriber, hereby certify that the attached proceedings before the Judge,

In the Matter of the: Victims of Crime Claim,

of

Claim No.: 18-10043978-NR

Appeal No.: 1905330-PL

DANIEL HUNT,

Claimant

were held as herein appears and that this is the original transcript thereof and that the statements that appear in this transcript were transcribed by me to the best of my ability.

I further certify that this transcript is a true, complete and accurate record of the proceeding that took place in this matter on November 15, 2018 in Las Vegas, Nevada.

Jaime Caris Always On Time February 13, 2019

ATTACHMENT 21

DEPARTMENT OF ADMINISTRATION Victims of Crime Program 2200 S. Rancho Drive, #210-A Las Vegas, NV 89102

NEVADA DEPARTMENT OF ADMINISTRATION BEFORE THE APPEALS OFFICER

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)

In the Matter of the Contested Application for Compensation:

APPEAL NO: 1905330-PL

VOCP NO: 18-10043978-NR

Applicant

VOCP APPEAL STATEMENT

approved application that was filed on June 6, 2018 and approved that same day. VOCP issued two wage interruption payments; one on June 21" (\$140.00) and one on July 19th (\$560.00), totaling \$700.00, which is the maximum allowed for that benefit.

VOCP informed whether dated June 18, 2018 that he is not eligible for an extended lost wage benefit. The Doctor's Certification of Crime Related Disability form completed by doctor on July 10, 2018, indicates Mr. Hunt is restricted from work due to PTSD. Extended lost wages may be available to victims who are restricted from work for physical reasons only. The maximum available to victims restricted for PTSD per policy is \$700.00, which which a man already received.

Nevada Victims of Ceime Program Policy;

Section Eleven. Available Benefits

7. Work Interruption Claims

A. A compensation officer may recommend, to the VOCP coordinator, the approval of lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to \$700. This discretionary work interruption payment may be approved by the compensation officer, regardless of the type of crime or type or nature of injury.

B. The compensation officer may require verification by the applicant and/or the employer that the applicant was absent from work as a consequence of the crime.

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

8. Lost Wage Reimbursement Claims

A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:

1) The applicant provides a disability statement from their treating physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;

2) The disability statement specifies the nature and length of the physical disability, and;

3) The victim did not work during the disability period, and

4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or

5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.

6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.

P. Post Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims.

Victims of Crime requests the Hearing Officer affirm the denial of this claim.

Dated this 6th day of November, 2018 Victims of Crime Program

3.18

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Victim of Crime Program, does hereby certify that on the date shown below, a true and correct copy of the foregoing **VOCP APPEAL STATEMENT** was duly mailed, postage prepaid to the following:

DEPARTMENT OF ADMINISTRATION APPEALS DIVISION 2200 S RANCHO DR STE 220 LAS VEGAS, NV 89102



TYLER J WINKLER LI:GAL AID CENTER OF SOUTHERN NEVADA 1524 PINTO LANE 2ND FLOOR LAS VEGAS, NV 89106

Dated this 6th day of November, 2018

Employee of the State of Nevada

ATTACHMENT 22

		FILED
1	BEFORE THE APPEALS OFFICER	OCT 3 0 2018
2	In the Matter of the Contested	APPEALS OFFICE
3	Victims of Crime Claim of:	0
4	Appeal No: 1	905330-PL
5	Applicant.	
6	()	RECEIVED
7	NOTICE AND ORDER FOR HEARING AND REASSIGNMENT OF APPEALS OFF	
8		CC9i
9	TO ALL PARTIES-IN-INTEREST:	
10	PLEASE TAKE NOTICE that <u>1905330-JRS</u> has been reassig	ned to Appeals Officer Paul
11	Lychuk, Esq. and will be re-scheduled for:	
12	DATE: November 15, 2018	
13	TIME: 2:00PM	
14 15	PLACE: Appeals Office Hearing Room 2200 South Rancho Drive, Suite #220	
16	Las Vegas, NV 89102 Phone: (702) 486-2527	
17		
18	PLEASE TAKE FURTHER NOTICE that previously scheduled he	aring dates in this matter, if
19	any, are hereby vacated and reset to the above referenced date and time	
20	CONTINUANCES OF THIS SCHEDULED HEARING DAT	TE SHALL ONLY BE
21	CONSIDERED ON WRITTEN APPLICATION SUPPORTED B	Y AFFIDAVITS.
22		
23	TT IS SO ODDEDED 44- 2044 day of Ostabor 2010	
24	IT IS SO ORDERED this 30th day of October, 2018.	
25	DADA	7
26	Paul Lychuk, Isq.,	
27	APPEALS OFFICER	<i></i>
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1	CERTIFICATE OF MAILING
2	
3	Hearings Division, does hereby certify that on the date shown below, a true and correct copy of
4	the foregoing <u>NOTICE AND ORDER FOR HEARING AND REASSIGNMENT OF</u> <u>APPEALS OFFICER</u> was duly mailed, postage prepaid OR placed in the appropriate addressee
5	runner file at the Department of Administration, Hearings Division, 2200 S. Rancho Drive, #220, Las Vegas, Nevada, to the following:
6	DANTRA PROVIDENCE
7	3-0-0
8	TYLER J WINKLER
'9	LEGAL AID CENTER OF SOUTHERN NEVADA 1524 PINTO LANE 2ND FLOOR
10	LAS VEGAS NV 89106
11	VICTIMS OF CRIME PROGRAM
12	2200 S RANCHO DR STE 210-A LAS VEGAS NV 89102
13	Dated this 30th day of October, 2018.
14	
15	Uldil
16	Chris Beals, Legal Secretary II Employee of the State of Nevada
17	
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20 21	
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ATTACHMENT 23

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	DEFORE THE ADDEALS OFFICED
2	BEFORE THE APPEALS OFFICER
3	In the Matter of the Contested)
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	State of the second sec
6	Applicant.
7	NOTICE OF HEARING
8	YOU ARE HEREBY NOTIFIED that a hearing will be held in the above-entitled matter before
9	the Appeal Officer on:
10	Date: January 8, 2019
. 11	Start Time: 2:30PM
12	Place: Appeals Office Hearing Room
13	2200 South Rancho Drive, Suite #220 Las Vegas, NV 89102
14	Phone: (702) 486-2527
15	Should the Victim wish to make his/her appearance via telephone he or she may contact
16	this office prior to the date of the hearing and request a telephone hearing from the Appeals Officer.
17	i contra de la con
18	IT IS SO ORDERED this 22 nd day of October, 2018.
19	dr.
20	Janette Reyes-Speer, Esq.
21	APPEALS OFFICER
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24	RECEIVED OCT 29 20.3
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	1	CERTIFICATE OF MAILING	
	2	The undersigned, an employee of the State of Nevada, Department of Administration,	
	3	Hearings Division, does hereby certify that on the date shown below, a true and correct copy of	
	4	the foregoing <u>NOTICE OF HEARING</u> was duly mailed, postage prepaid OR placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 2200	
	5	S. Rancho Drive, #220, Las Vegas, Nevada, to the following:	
	5		
	8	TYLER J WINKLER	
	9	LEGAL AID CENTER OF SOUTHERN NEVADA 1524 PINTO LANE 2ND FLOOR	
	10	LAS VEGAS NV 89106	
	11	VICTIMS OF CRIME PROGRAM	
	12	2200 S RANCHO DR STE 210-A LAS VEGAS NV 89102	
	13	Dated this 22nd day of October, 2018.	
	14	Juned day of October, 2016.	
	15	D Giambelluca, Legal Secretary II	
	16	Employee of the State of Nevada	
	17		
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ATTACHMENT 24

Resiliency Center 702 366 1647

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10/12/2018 16:11

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REQUEST FOR HEAR	ING BEFORE THE APPEALS OFFICER	E OF HEY STA
AVEN V PLLOPA LIER P	DATE THE EC BATTY PARTY A THE PERSON ALLERING & STREET OF	12 🖓 4: 1
In the matter of the Contested Application for Compensation:	Hearing Numbers: 190	E
	VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS, NV 89102	
I WISH TO APPEAL THE HEARING OFFIC	ER DECISION DATED: 9/14/14	
(Please attach a cop	y of the Hearing Officer's Decision)	
PERSON REQUESTING APPEAL: (circle o	DIE CLAIMANT EMPLOYER/INSURER	
REASON FOR APPEAL: SE 6 (1	LUER LETTER	
		_
if you are represented by an attorney or	other agent, picase print the name and address below.	~
NIEN Winkly (150		
Name of Attorney or Representative	(please print)	
Lus Verns, NU Rainia	(I signature)	
City, State, Zip Code 702 524 - 3915	G	
Telephone Number	Date /	
If you are appealing the Hearing Officer's that decision at:	decision, file this form no later than fifteen (15) days after	
2200 S R	ARTMENT OF ADMINISTRATION APPEALS OFFICE ANCHO DRIVE, SUITE 220 & VEGAS, NV 89102 (702) 486-2527	

SCHEDULED ON

APPEALS DIVISION

1kr 2:30

101-533-1RS

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APPEAL FAX COVER LETTER

October 12, 2018

Via Facsimile and Mail

Department of Administration Appeals office 2200 South Rancho Drive Suite 220 Las Vegas, NV 89102 Facsimile: (702) 486-2555

Re: Our client: Matter:

To Whom It May Concern,

Please find attached **Control Mediants Control Mediants M**

veteran who had been previously diagnosed with service-connected post-traumatic stress disorder (PTSD). The tragedy of October 1st was significantly triggering. The tragedy of the continue to work when he returned home. After requesting time off because of his deteriorating mental health and being denied by his employed by the time.

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from his experience at Route <u>PL_Mathematication</u> from his experience at Route <u>PL_Mathematication</u> from his experience at Route <u>PL_Mathematication</u> from his wife, have applied for benefits through the Nevada Victims of Crime Program (VOCP).

On June 18, 2018 the VOCP issued a denial of extended lost wages benefit

VOCP Policy Section Eleven. Available Benefits:

8. Lost Wage Reimbursement Claims

A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:

- The applicant provides a disability statement from their treating physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;
- 2) The disability statement specifies the nature and length of the physical disability, and;
- 3) The victim did not work during the disability period, and
- 4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or
- 5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's carnings.
- 6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.

P. Post Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims.¹

hearing officer on September 10, 2018. The Hearing officer issued a decision dated September 14, 2018, affirming the VOCP compensation officer denial.

Accordingly, Mr. Hunt through his attorney's at Legal Aid Center of Southern Nevada submit the following appeal for extended lost wage benefits, and request a hearing in accordance with NRS 217.110-117.

Argument for Appeal

The Nevada Victims of Crime Program Policy limiting lost wage reimbursement claims to "physical" injuries and explicitly excluding PTSD runs counter to the stated policy objectives of the program and is not morally or logically justifiable.

¹ Id. Emphasis added.

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NRS 217.010 provides:

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

The VOCP Mission Statement states:

It is the mission of the Nevada Victims of Crime Program to provide financial assistance to qualified victims of crime in a timely, cost efficient and compassionate manner²

The VOCP Policy Manual states:

The VOCP goal is to assist eligible victims of crime and their families cope, and recover from the physical, emotional and financial impact of violent crime. These policies recognize the VOCP does this best by paying for medical and dental care, counseling, lost income, and other approved benefits as quickly as possible: when a victim needs financial support and reassurance the most.³

According to the policies of the State of Nevada, the goal of the VOCP is to help eligible victims of crime recover physically, emotionally, and financially. Failing to compensate eligible victims for lost wages due to medically verifiable "non-physical" injuries, and specifically, PTSD, only serves to undercut benefits the VOCP does offer to victims. A victim cannot make use of counseling benefits if they cannot take time from work. A victim cannot focus on recovery when they are concerned about economic insecurity from loss of income. Most importantly, psychological health influences the recovery of physical injury. Psychological health helps determine how a person experiences pain, and effects a host of neurological issues from stress hormones affecting inflammation in the body, to high blood pressure, to the body's ability to heal, just to name a few.⁴ Excluding "non-physical" injury from lost wage benefits not only fails to adequately assist victims of crime, it is also an arbitrary and outdated differentiation.

"Non-physical" injury is not just in a victim's mind, but has objective physical markers just as real as any "physical" injury. There is no rational justification that PTSD is not a covered disability for lost wage reimbursement under the VOCP.

Trauma can alter brain functioning, and PTSD suffers have been shown to have changes in their prefrontal cortex, anterior cingulate cortex, and the amygdala; areas of the brain

² VOCP policy Manual Section 1 (1) C.

³ VOCP Policy Manual Section Two (1) F.

⁴ The Connections Between Emotional Stress, Trauma and Physical Pain Susame Babbel Ph.D., M.F.T., Available at: https://www.psychologytoday.com/us/blog/somatic-psychology/201004/the-connections-between-emotional-stress-trauma-and-physical-pain

responsible for thinking, emotional regulation, and fear responses.⁵ The distinction between "physical" and "non-physical" injury is outdated and not supported by medical and social science, PTSD is not materially different from a "physical" injury and should not be treated differently under the VOCP. Just like a "physical" injury, PTSD is a medical diagnosis with objective criteria that can manifest through physical and mental impairments.6 Just like a "physical" injury, PTSD can result in different forms of disability and is compensable under federal wage programs such as VA benefits and Social Security, and is compensable under the worker's compensation system. Just like a "physical" injury, PTSD is a federally recognized and protected disability under the Americans with Disabilities Act. Just like a "physical" injury, PTSD can be the result of exposure to a traumatic event, such as a violent crime. Accordingly, the VOCP policy excluding PTSD from lost wage reimbursement claims is arbitrary and not justifiable when considering it is not materially different from a "physical" injury. So long as a claimant is otherwise eligible, and can provide verification to the compensation officer that as a result of their PTSD or "non-physical" injury that they are unable to work, they should be eligible under the VOCP. There is no material difference between a claimant who is unable to work as a result of a violent crime due to their PTSD, as there would be had they suffered some other form of "physical" injury.

The VOCP distinction between "physical" and "non-physical" injury is not defined under the VOCP policies, nor under the statute. Further, even if a medically/socially acceptable definition of "physical" injury existed under the program, the VOCP is not statutorily required to limit lost wage benefits to "physical" injuries.

No part of NRS 217.010 through NRS 217.270 imposes on the VOCP a requirement that lost wage benefits cannot be paid as a result of "non-physical" injuries and specifically, PTSD. In fact, the VOCP already ensures benefits and compensation for "non-physical" injuries to victims of crime. The VOCP explicitly recognizes that "[c]ertain crimes resulting in emotional or mental injuries only, may be eligible for mental health counseling, child care, relocation, home security

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⁵ Bremner JD (2006). Traumatic stress: effects on the brain. *Dialogues in clinical neuroscience*, 8 (4), 445-61 PMID: 17290802; Hull AM (2002). Neuroimaging findings in post-traumatic stress disorder. Systematic review. *The British journal of psychiatry : the journal of mental science*, 181, 102-10 PMID: 1215<u>r</u>1279 ⁶ American Psychiatric Association. (2013) Diagnostic and statistical manual of mental disorders, (5th ed.). Washington, DC: Author.

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repair, and emergency housing or living expenses."⁷ The VOCP's purpose is to help victims, and the VOCP policies acknowledge repeatedly the importance of mental emotional health. Accordingly, excluding lost wage benefits as a compensable benefit is neither required nor does it fulfill the stated purpose of the program.

Assuming *arguendo*, that the Board of Examiners (BOE), the governing authority of the Nevada Victims of Crime Program,⁵ adopted the policy for excluding PTSD from lost wages benefits claims for the purpose of ensuring the solvency of the program is not justifiable considering the policies and stated purpose of the program, and is not rational or correct as a matter of fact. One could argue that a "non-physical" injury, or PTSD, may not be as easily diagnosable as a "physical" injury, and has the possibility of continuing on longer and need to be compensated longer than a "physical" injury. However, as already described *supra*, PTSD is not materially different from a physical injury, and requires a diagnosis, and has physical manifestations. Further, the VOCP already requires verification from a medical professional to be considered for mental health counseling services. The same requirements and verification can be used to verify that a claimant's PTSD is preventing them from being able to work and make them eligible for lost wage benefits. Further, the VOCP has benefit caps and maximums, which more efficiently and specifically address any concerns of exhausting funds of the program.

Mr. Hunt is a special VOCP applicant, as he is a survivor of the Route 91 Harvest Music Festival Mass Casualty Event on October 1st.

Following the Oct. 1st strip tragedy, the VOCP was held out to the victims as the source for support and assistance. As recently as March 2018, at the Board of Examiner's meeting, Governor Sandoval stated that, "I want to reimburse the victims dollar for dollar."⁹ At that same meeting, VOCP Program Manager, Rebecca Salazar, stated that even if the program did not receive federal reimbursements, the VOCP would not need to limit victim assistance to Oct. 1st

⁹ VOCP Policy Manual Section Eight (3) A

^{*} NRS 217.130

⁹ March 13, 2018 Board of Examiners Mccting Minutes pg. 5, Minutes available at:

http://budget.nv.gov/uploadedFiles/budget.nv.gov/content/Meetings/Hoard_of_Examiners/2017(1)/Final_%20MAR ··· CH_MINUTES_PN.pdf

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applicants.¹⁰ Considering the unique nature of the event, the State's stated goal of assisting victims of the Oct. 1st tragedy, and the fact that funding is not at risk, Mr. Hunt's lost wages claim should be reevaluated and permitted if he is otherwise eligible.

Sincerely,

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

Tyler J. Winkler, Esq. Consumer Rights Project

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION HEARINGS DIVISION

In the matter of the Contested Application for Compensation:



Hearing Numbers: 1901951/1902057-MT Claim Number: 18-10043978-NR

VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS, NV 89102

The Applicant's requests for hearings were filed on August 7, 2018 and August 8, 2018. Hearings scheduled for September 10, 2018 and September 12, 2018. The hearings were consolidated and held on **September 10, 2018** before Hearing Officer Megan Trenkler, in accordance with Chapter 217 of the Nevada Revised Statutes.

The Application was not present, but was represented by Tyler J Winkler Esq. Victums of Crime Program (VOC) was represented on record by Rebekah Salazar and Eugene Johnson was present telephonically.

ISSUE

The Applicant appealed the Compensation Officer's determination dated June 18, 2018.

The issue before the Hearing Officer are lost wages compensation.

DECISION AND ORDER

The determinations of the Compensation Officer are hereby AFFIRMED.

The Applicant was paid the maximum available to victims restricted from returning to the workforce for the diagnosis of PTSD-posttraumatic stress disorder, \$700 compensation. Counsel on behalf of his client is seeking additional compensation for lost wages as other policy and procedures written for the State of Nevada, document the applicant is entitled to.

Absent proper legal statutes and/or policy provisions for Victims of crime, the

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RECEIVED SEP 1 7 2018 CCSI determination as issued by the Program is hereby deemed proper.

Nevada victims of crime program policy; section 11-available benefits Zework intermetics

7-work interruption claims

- A. A compensation officer may recommend, to the VOCP coordinator, the approval of lost wages or income reimbursement claims for temporary, crime disabilities or work interruptions, lasting up to 10 (10) working days, or up to \$700. This discretionary work interruption payment may be provided by the compensation officer, regardless of the type of crime or type of nature of injury.
- B. The compensation officer may require verification by the applicant and/or the employer that the applicant was absent from work as a consequence of the crime.
- C. The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approval by the VOCP coordinator. In a decision concerning the exercise of this authority is not appealable and the hearings or appeals officer may not order the use of such authority.

8. Lost wage reimbursement claims.

A. lost wage reimbursement claims may be approved for crime related physical disabilities, lasting more than 10 (10 work days if the following conditions are met:

- The applicant provides a disability statement from their treating physician, or form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicant's disability was caused or worsened by the crime related injuries, and;
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- 3) the victim did not work during the disability, and
- 4) the victim was employed at the time of the crime and the wages paid have been verified with the employer; or
- 5) the victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's apartment.

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6) Verification that the employer provided no continuing wage benefits as part of its policies and practices.

P. posttraumatic stress disorder is not a covered disability for lost wage reimbursement claim.

IT IS SO ORDERED this of September, 2018 Megan Trenkler

Megan Trenkler Hearing Officer

APPEAL RIGHTS

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Pursuant to NRS 217.117, should any party desire to appeal this final decision of the Hearing Officer, a written request for appeal must be filed with the Appeals Officer within fifteen (15) days after the date of the decision by the Hearing Officer. Mail the REQUEST FOR HEARING BEFORE THE APPEALS OFFICER to: APPEALS OFFICE, DEPARTMENT OF ADMINISTRATION, 2200 SOUTH RANCHO DRIVE SUITE 220, LAS VEGAS, NV 89102.

DEPARTMENT OF ADMINISTRATION Victims of Crime Program 2200 S. Rancho Drive, #210-A Las Vegas, NV 89102

STATE OF NEVADA CEPT OF ADMINISTRATION HEAPING'S DIVISION

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2018 AUG 30 A 9 13

NEVADA DEPARTMENT OF ADMINISTRATION

In the Matter of the Contested Application for Compensation:

Daniel Hunt, Applicant VOCP NO: 18-10043978-NR

VOCP HEARING STATEMENT

an approved application that was filed on June 6, 2018 and approved that same day. VOCP issued two wage interruption payments; one on June 21st (\$140.00) and one on July 19th (\$560.00), totaling \$700.00, which is the maximum allowed for that benefit.

VOCP inform by letter dated June 18, 2018 that he is not eligible for an extended lost wage benefit. The Doctor's Certification of Crime Related Disability form completed by for an extended lost wages may be crailable to victims who are restricted from work for physical reasons only. The maximum available to victims restricted for PTSD per policy is \$700.00, which the sheady received.

Nevada Victims of Crime Program Policy;

Section Eleven. Available Benefits

7. Work Interruption Claims

A. A compensation officer may recommend, to the VOCP coordinator, the approval of lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to \$700. This discretionary work interruption payment may be approved by the compensation officer, regardless of the type of crime or type or nature of injury.

B. The compensation officer may require verification by the applicant and/or the employer that the applicant was absent from work as a consequence of the crime.

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

8. Lost Wage Reimbursement Claims

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2) The disability statement specifies the nature and length of the physical disability, and;

3) The victim did not work during the disability period, and

4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or

5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.

6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.

P. Post Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims.

Victims of Crime requests the Hearing Officer affirm the denial of this claim.

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Dated this 30th day of August, 2018 Victims of Crime Program

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION HEARINGS DIVISION

In the matter of the Contested Hearing Number: Application for Compensation: Claim Number:

> VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS, NV 89102

AMENDED NOTICE OF HEARING BEFORE THE HEARING OFFICER

Pursuant to the **Victim's** request for a Hearing Officer review of the Compensation Officer's Determination under Chapters 217 of the Nevada Revised Statutes, you are hereby notified a hearing will be held:

DATE: September 12,2018 TIME: 2:00PM PLACE: Department of Administration, Hearings Division 2200 South Rancho Drive, Suite 210 Las Vegas, NV 89102 Phone (702) 486-2525

The matter to be ascertained from this Hearing shall be whether the determination rendered by the Compensation Officer is proper.

If you would prefer to testify by telephone, please contact this office one week prior to the hearing date at 486-2525 with the appropriate information. Telephone hearings will generally take place within 1 hour of the time designated for the Hearing (see above).

NOTE: This Hearing will be scheduled on a STACKED calendar.

Dated this 29th day of August 2018.

John P Kelleher Hearing Officer RECEIVED SEP 04 2018 CCS1

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CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration. Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing <u>AMENDED NOTICE OF HEA RING</u> <u>BEFORE THE HEARING OFFICER</u> was duly mailed, postage prepaid OR placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 2200 S. Rancho Drive, #210, Las Vegas, Nevada, to the following:

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TYLER J WINKLER LEGAL AID CENTER OF SOUTHERN NEVADA 725 E CHARLESTON BLVD LAS VEGAS NV 89104

VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS NV 89102

1.00

Dated this 29th flay of August 2018.

Monica Medina, Legal Secretary II Employee of the State of Nevada

		e of Nevada Vi Compensation	ctims of Cri Program	me	HE Frss
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			19	A VINC	0 2018 - Sk



PATRICK CATES

MIN COLLABORING MICH Acting Coord

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

1050 E. William St. Stc. 400 Cab on City, Nevada 89701 (775) 687-8428 | Fax (775) 687-8411

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Northern Nevada;

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Victims of Crime Program VOC.ILV. COV

June 18, 2018

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

226.

Based on the documentation provided in support of your lost wage request, you quality for a payment of \$140.00 for the period of October 2, 2017 through October 4, 2017, which will be processed shortly. Extended lost wage benefitis are only evaluable from this program for physical injury, however, your daim will remain open for courseling. Board of Examinity Policy, Section Eleven. Available Benefits 7. Welk interfluction Claims A. A compensation officer may recommend, to the VOCP coordinator, the approval of lost wage or income reimburgement claims for temporary, crime disabilities or work interruptions leating up to tan (10) working days, or up to \$700. This discretionary work interruption payment may be approved by the compensation officer, regardings of the type of clime or type or nature of injury.

5: Lost Wage (Leinbursement Claims A: Lost Wage reinbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:

The spplicant provides a disability statement from their treating physician, on a form provided by the VOCP, partiting that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;
 The disability statement specifies the nature and length of the physical disability, and;
 The victim did not work during the disability period, and

4) The victim was employed at the time of the crime and the wages paid have been vertiled with the

a) The vicinit was character at a such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.
b) Verification that the employer provided no continuing wage benefits as part of its policies or practices.

P. Post Traumitic Stress Disorder is not a covered disability for lost wage reimbursement claims.

Sinceraly. ua stulas Rebecca Salazar

Program Manager

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

RECEIVED JUN 1 9 2018

CCC

Department of Administration Hearing Division 1050 & William St Ste 400 Carson City, NV 89701 (775) 687-8440

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Rebecca-D. Salazar

From: Sent: To: Subject: Dan Baiza Wednesday, August 29, 2018 7:13 AM Rebecca D. Salazar; Kara Leigh Morris RE: duplicate hearing scheduled

Please sen usanos animite mice

The MT hearing has the lowest number so it should proceed.

Kara,

Please bring me the other file and I will consolidate it.

Dan Baiza

Legal Secretary to: Hearing Officer Megan Trenkler Department of Administration Hearings Division 2200 S Rancho Dr Ste 210 Las Vegas NV 89102 <u>baiza@admin.nv.gov</u> direct: (702) 486-2966 fax: (702) 486-2879

From: Rebecca D. Salazar Sent: Tuesday, August 28, 2018 8:12 PM To: Kara Leigh Morris <kmorris@admin.nv.gov>; Dan Baiza <baiza@admin.nv.gov> Subject: duplicate hearing scheduled

Hello,

Daniel Hunt has two hearings scheduled for the same issue - lost wage denial. The hearing info is below:

ied for September 12 @ 2pm

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.... September 10 @ 2:30pm

Please let me know which one will go forward so I can prepare the statement and packet. Thanks!

Rebecca Salazar

Program Manager Victims of Crime (702):486-2744 ,

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. DEPARTME	ATE OF NEVADA NT OF ADMINISTRATION RINGS DIVISION	AUG 2 7 2018
In the matter of the Contested Industrial Insurance Claim of:	Hearing Num Claim Number:	
	VICTIMS OF CRIME PROGRAI 2200 S RANCHO DR STE 210 LAS VEGAS, NV 89102	
	/	° en t

NOTICE OF HEARING BEFORE THE HEARING OFFICER

Pursuant to the Claimant's request for a Hearing Officer review of the Insurer's Determination under Chapters 616 and 617 of the Nevada Revised Statutes, you are hereby notified a hearing will be held:

DATE:	September 12,2018
TIME:	2:00PM
PLACE:	Department of Administration, Hearings Division
	2209 South Rancho Drive, Suite 210
	Las Vegas, NV 89102
	Phane (702) 486-2525

The matter to be ascertained from this Hearing shall be whether the determination rendered by the Insurer is proper. Failure of the appealing party to attend this Hearing may result in dismissal of the appeal.

NOTE: The Claimant may be represented at the Hearing by a private attorney or may seek assistance and advice from the Nevada Attorney for Injured Worker's at 486-2830. If you have an attorney or other representative, please confirm with them the date and time for this hearing.

If you would prefer to testify by telephone, please contact this office one week prior to the hearing date at 486-2525 with the appropriate information. Telephone hearings will generally take place within 1 hour of the time designated for the Hearing (see above).

NOTE: This Hearing will be scheduled on a STACKED calendar.

Dated this 21st day of August, 2018.

John P Kelleher Hearing Officer

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CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing <u>NOTICE OF HEARING BEFORE</u> <u>THE HEARING OFFICER</u> was duly mailed, postage prepaid OR placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 2200 S. Rancho Drive., #210, Las Vegas, Nevada, 89102 to the following:

TYLER J WINKLER LEGAL AID CENTER OF SOUTHERN NEVADA 725 E CHARLESTON BLVD LAS VEGAS NV 89104

VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS NV 89102

er an t

Dated this 21st day of August, 2018.

Kara L Morris Employee of the State of Nevada

	State of Nev	ada Victims of	Crime	
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The inf	ormation provided herein is true		y information and belief	
Applicant Signature		all address:	Date: 8-1-18	
For Southern Nevad Hearings Officer 2200 South Rancho Las Vegas NV 8910	Drive LV - (702) 44	86-2879 Hearin 1050 E	rthern Nevada Mail to: gs Officer Williams St #SOHED City NV 89701	
· · · · ·	· · ·	1	902057	1 0 2018 - SC

J.



PATRICE CATES Director

MICENCLE MORDANDO Acting Coordinator

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

IVAN BANDOVAL

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION Victims of Crime Program.

Southern Nevada: 2200 S. Rancho Dr. Ste. 210-A Las Vegas, Nevada 89102 (702) 485-2740 | Fax (702) 485-2825

VOC.IIV.ROV

June 18, 2018

Dear Mr. Hunt:

Based on the documentation provided in support of your lost wage request, you qualify for a payment of \$140.00 for the period of October 2; 2017 through October 4, 2017, which will be processed shortly. Extended lost wage benefits are only available from this program for physical injury, however, your daim will remain open for counseling.

Board of Examiner Polloy, Section Elevan. Available Benefits 7. Work Internation Claims A A compensation officer may recommand, to the VOCP coordinator, the approval of lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to \$700. This discretionary work interruption payment may be approved by the compensation officer, teganiless of the type of citine or type or nature of injury.

8. Lost Wage Reinbursement Claims A: Lost wage reinbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:

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3) The victim did not work during the cleability period, and

4) The victim was employed at the time of the orime and the wages paid have been verified with the employer, or

5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.

6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.

P. Post Traumitic Stress Disorder is not a covered disability for lost wage reimbursement claims.

Sincerely, Melastul **Rebecca Salazar**

Program Manager

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

RECEIVED JUN 1 9 2018: Department of Administration Hearing Division 1050 E William St Ste 400 Carson City, NV 89701 (775) 687-8440

CCRI

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STA	TE OF NEVADA	ала 295
	T OF ADMINISTRATION	
In the matter of the Contested Application for Compensation:	INGS DIVISION Hearing Claim Number	
	VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS, NV 89102	

NOTICE OF HEARING BEFORE THE HEARING OFFICER

Pursuant to the **Victim's** request for a Hearing Officer review of the Compensation Officer's Determination under Chapters 217 of the Nevada Revised Statutes, you are hereby notified a hearing will be held:

s Division
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The matter to be ascertained from this Hearing shall be whether the determination rendered by the Compensation Officer is proper.

If you would prefer to testify by telephone, please contact this office one week prior to the hearing date at 486-2525 with the appropriate information. Telephone hearings will generally take place within 1 hour of the time designated for the Hearing (see above).

NOTE: This Hearing will be scheduled on a STACKED calendar.

Dated this 16th cay of August, 2018.

Megan Trenk:ler Hearing Officer

RECEIVED AUG 2:0 2018 cċsi

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **NOTICE OF HEARING BEFORE THE HEARING OFFICER** was duly mailed, postage prepaid **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 2200 S. Rancho Drive, #210, Las Vegas, Nevada, to the following:

TYLER J WINKLER LEGAL AID CENTER OF SOUTHERN NEVADA 725 E CHARLESTON BLVD LAS VEGAS NV 89104

VICTIMS OF CRIME PROGRAM 2200 S RANCHO DR STE 210-A LAS VEGAS NV:89102

Dated this 16th day of August, 2018. Dan Baiza

Employee of the State of Nevada



	of Nevada Victi		7918 AUG - 7
	Compensation Pr Requession F	Gernne	
Victim/Applicant Name:	submit this form to appeal a dack		
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The information provide	ded herein is true and accurate to	the best of my information and beliaf	
Applicant Signature:	Print Name:	Date:	
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For Southern Nevada Mail to: learings Officer 2000 South Rancho Drive as Vegas NV 89102	Fax to: LV - (702) 486-2879 CC - (775) 687-8441	For Northern Nevada Mall & Hearings Officer 1050 B Williams St # 450 Carson City NV 89701	· Jairi
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PATRICE CATES

NICHTELE MORGANDO Acting Coardinato



Ŀ Northern Nevada: 1050 E. William St. Str. 400 Carson City, Nevada 89701 (775) 657-8428 | Fax (775) 687-8411

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BRIAN BARDUNAL 1110

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Victims of Crime Program

Southern Neveda: 2200 S. Rancho Dr. Ste. 210-A (702) 486-2740 | Fax (702) 486-2825

VOC.TIV.gOV

June 18, 2018

Doer Mr. Hunt

Based on the documentation provided in support of your lost wage request, you qualify for a payment of \$140.00 for the partial of October 2; 2017 through October 4, 2017, which will be processed shorty, Extended lost wage banefilts are only available from this program for physical injury, however, your daim will remain open for counseling.

Board of Examinar Palicy; Section Elevan. Available Benefits 7. Work Interruption Claims

A. A companyation officer may recommend, to the VOCP coordinator, the approval of lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to \$700. This discritionary work interruption payment may be approved by the companyation afficer, regardless of the type of crime or type or nature of injury.

8. Lost Wage Reimbursement Claims

A. Lost wage relimbursement claims may be approved for orime related physics) disabilities lasting more than ten (10) work days if the following conditions are met:

1) The applicant provides a disability statement from their ireafing physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;

2) The disability alatement specifies the nature and length of the physical disability, and;

3) The victim did not work during the disability parted, and

4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or

5) The vicilm was self-amployed. In such cases the VOCP shall require copies of the prior two years tax relums as evidence of the validity of the vicilm's earnings.

6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.

P. Post Treumatic Stress Disorder is not a covered disability for lost wege reimbursement claims.

Sincarely. bucastulum Rebecce Selezar Program Manager

APPEAL RUCHTS; If you disagree with this decision, you have the right to appeal to the Hearing Officer. Appeals must be fied within sony (BC) days from the date of this letter by sending a copy of this letter with a written request for a trading to;

RECEIVED I UN 1 9 2018	Department of Administration Hearing Divisk 1050 E William & Ste 400 Cerson Cky, NV 89701 (776) 857-8440	241
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AUG - 8 2018 APPEALS OFFICE

August 7, 2018

Department of Administration Hearing Division 2200 South Rancho Drive Suite 210 Las Vegas, NV 89102

Via Facsimile and Mail Facsimile: 702-486-2879

Our client: Matter:

Řě:

Request for Hearing, VOCP CI

To Whom It May Concern,

Please find attached stemming from a Victims of Crime Program benefit denial dated June 18, 2018.¹ This letter is to inform you that I have been retained to represent concerning this matter, and to please address all future correspondence to my attention.²

veteran who had been previously diagnosed with service-connected post-traumanc stress disorder (PTSD). The tragedy of October 1st was significantly triggering, a not able to continue to work when he returned home. After the service of because of his deteriorating menial health and being denied by his employer. Solution for his job on November 7, 2017, without his sick pay or accrued vacation time.

From his experience at Route 91. Is currently engaged in counseling services and, along with his wife, have applied for benefits through the Nevada Victims of Crime Program (VOCP).

On June 18, 2018 the VOCP issued a denial of extended lost wages benefits letter to the string that lost wage benefits are only available for "physical injury."³ The denial letter cited VOCP Policy Section Eleven. Available Benefits:

8. Lost Wage Reimbursement Claims

A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:

The applicant provides a disability statement from their treating physician, on a

FEx. 3 June 18, 2018, WOCP Lost Wages Denial Letter

EL 2D

725 E. Charleston Bivd. Las Vegas, Nevada 89104

702.386.1070 Toll Free 800.522.1070 Fax 702.366.0569 TDD 702.386.1059 www.lacsn.org

form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;

- 2) The disability statement specifies the nature and length of the physical disability, and;
- 3) The victim did not work during the disability period, and
- 4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or
- 5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victirn's
- 6) Verification that the employer provided no continuing wage benefits as part of
- its policies or practices.

P. Post Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims.⁴

Accordingly, Accor

Argument for Appeal

The Nevada Victims of Crime Program Policy limiting lost wage reimbursement claims to "physical" injuries and explicitly excluding PTSD runs counter to the stated policy objectives of the program and is not morally or logically justifiable.

NRS 217.010 provides:

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

The VOCP Mission Statement states:

It is the mission of the Nevada Victims of Crime Program to provide financial assistance to qualified victims of crime in a timely, cost efficient and compassionate manner⁵

The VOCP Policy Manual states:

The VOCP goal is to assist eligible victims of crime and their families cope, and recover from the physical, emotional and financial impact of violent crime. These policies recognize the VOCP does this best by paying for medical and dental care, counseling, lost income, and other approved benefits as quickly as possible: when a victim needs financial support and reassurance the most.⁶

⁴ Id. Emphasis added.

⁵ VOCP policy Manual Section 1 (1) C.

⁶ VOCP Policy Manual Section Two (1) F.

According to the policies of the State of Nevada, the goal of the VOCP is to help eligible victims of crime recover physically, emotionally, and financially, Failing to compensate eligible victims for lost wages due to medically verifiable "non-physical" injuries, and specifically, PTSD, only serves to undercut benefits the VOCP does offer to victims. A victim cannot make use of counseling benefits if they cannot take time from work. A victim cannot focus on recovery when they are concerned about economic insecurity from loss of income. Most importantly, psychological health influences the recovery of physical, injury. Psychological health helps determine how a person experiences pain, and effects a host of neurological issues from stress hormones affecting inflammation in the body, to high blood pressure, to the body's ability to heal, just to name a few.⁷ Excluding "non-physical" injury from lost wage benefits not only fails to adequately assist victims of crime, it is also an arbitrary and outdated differentiation.

"Non-physical" injury is not just in a victim's mind, but has objective physical markers just as real as any "physical" injury. There is no rational justification that PTSD is not a covered disability for lost wage reimpursement under the VOCP.

Trauma can alter brain functioning, and PTSD suffers have been shown to have changes in their prefrontal cortex, anterior cingulate cortex, and the amygdala; areas of the brain responsible for thinking, emotional regulation, and fear responses.8 The distinction between "physical" and "non-physical" injury is outdated and not supported by medical and social science, PTSD is not materially different from a "physical" injury and should not be treated differently under the VOCP. Just like a "physical" injury, PTSD is a medical diagnosis with objective criteria that can manifest through physical and mental impairments.9 Just like a "physical" injury, PTSD can result in different forms of disability and is compensable under federal wage programs such as VA benefits and Social Security, and is compensable under the worker's compensation system. Just like a "physical" injury, PTSD is a federally recognized and protected disability under the Americans with Disabilities Act. Just like a "physical" injury, PTSD can be the result of exposure to a traumatic event, such as a violent crime. Accordingly, the VOCP policy excluding PTSD from lost wage reimbursement claims is arbitrary and not justifiable when considering it is not materially different from a "physical" injury. So long as a claimant is otherwise eligible, and can provide verification to the compensation officer that as a result of their PTSD or "non-physical" injury that they are unable to work, they should be eligible under the VOCP. There is no material difference between a claimant who is unable to work as a result of a violent crime due to their PTSD, as there would be had they suffered some other form of "physical" injury.

The VOCP distinction between "physical" and "non-physical" injury is not defined under the VOCP policies, nor under the statute. Further, even if a medically/socially acceptable

⁷ The Connections Between Emotional Stress, Trauma and Physical Pain Susanne Babbel Ph.D., M.F.T., Available at: https://www.psychologytoday.com/us/blog/somatic-psychology/201004/the-connections-betwcen-emotionalstress-trauma-and-physical-pain

Bremner JD (2006). Traumatic stress: effects on the brain. Dialogues in clinical neuroscience, 8 (4), 445-61.
 PMID: 17290802; Hull AM (2002). Neuroimaging findings in post-traumatic stress disorder. Systematic review. The British journal of psychiatry : the journal of mental science, 181, 102-10 PMID: 1215r1279
 ⁹ American Psychiatric Association: (2013) Diagnostic and statistical manual of mental disorders, (5th ed.).
 Washington, DC: Author.

definition of "physical" injury existed under the program, the VOCP is not statutorily required to limit lost wage benefits to "physical" injuries.

No part of NRS 217.010 through NRS 217.270 imposes on the VOCP a requirement that lost wage benefits cannot be paid as a result of "non-physical" injuries and specifically, PTSD. In fact, the VOCP already ensures benefits and compensation for "non-physical" injuries to victims of crime. The VOCP explicitly recognizes that "[c]ertain crimes resulting in emotional or mental injuries only, may be eligible for mental health counseling, child care, relocation, home security repair, and emergency housing or living expenses."¹⁰ The VOCP's purpose is to help victims, and the VOCP policies acknowledge repeatedly the importance of mental emotional health. Accordingly, excluding lost wage benefits as a compensable benefit is neither required nor does it fulfill the stated purpose of the program.

Assuming arguendo, that the Board of Examiners (BOE), the governing authority of the Nevada Victims of Crime Program,¹¹ adopted the policy for excluding PTSD from lost wages benefits claims for the purpose of ensuring the solvency of the program is not justifiable considering the policies and stated purpose of the program, and is not rational or correct as a matter of fact. One could argue that a "non-physical" injury, or PTSD, may not be as easily diagnosable as a "physical" injury, and has the possibility of continuing on longer and need to be compensated longer than a "physical" injury. However, as already described *supra*, PTSD is not materially different from a physical injury, and requires a diagnosis, and has physical manifestations. Further, the VOCP already requires verification from a medical professional to be considered for mental health: counseling services. The same requirements and verification can be used to verify that a claimant's PTSD is preventing them from being able to work and make them eligible for lost wage benefits. Further, the VOCP has benefit caps and maximums, which more efficiently and specifically address any concerns of exhausting funds of the program.

Festival Mass Casualty Event on October 1st.

Following the Oct. 1st strip tragedy, the VOCP was held out to the victims as the source for support and assistance. As recently as March 2018, at the Board of Examiner's meeting, Governor Sandoval stated that, "I want to reimburse the victims dollar for dollar."¹² At that same meeting, VOCP Program Manager, Rebecca Salazar, stated that even if the program did not receive federal reimbursements, the VOCP would not need to limit victim assistance to Oct. 1st

¹⁰ VOCP Policy Manual Section Eight (3) A

¹¹ NRS 217.130

¹² March 13, 2018 Board of Examiners Meeting Minutes pg. 5, Minutes available at: http://budget.nv.gov/uploadedFiles/budget.nv.gov/content/Meetings/Board_of_Examiners/2017(1)/Final_%20MAR CH_MINUTES_PN.pdf

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applicants.¹³ Considering the unique nature of the event, the State's stated goal of assisting victims of the Oct. 1st tragedy, and the fact that funding is not at risk, the state of the state of

Sincerely,

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LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

Tyler J. Winkler, Esq. Consumer Rights Project

TJW:rn Enc.

13 Id.

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State of Nevada Victims of Crime Program

	Patient Information		
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State of Nevada Victims of Crime Program

Submit is support of request for last wage or income reinbursement due to errine related disability Patient Information Victim/Patient Name: Last 4 Digits SSN: VOCP Claim # Physician Information: Phone# Pax # Patient Mame: Last 4 Digits SSN: VOCP Claim # Name of doctor who certified victim unable to work: Phone# Pax # Doctors Mailing Address: City, State, Zip: 2/ Disability Information: Prone# Pax # Disability Information: Pax # 2/ Disability Information: Prone# Pax # Disability Information: Prone# Pax # Disability Information: Prone# 2/ Disability Information: Prone# 2/ Disability Information: Prone# 2/ Market is a been under my care and treatment for his/her crime in/write: As Needed:	Doctor's Certificate of Crime Related Disability					
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Physician Information: Name of doctor who certifiled viciim unable to work: Phone# Fax # Doctors Mailing Address: City, State, Zip: ?/ Disability Information: This patient has been under my care and treatment for his/her crime in/urlest: From: To:	Patient	Information				
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Doctor's Certification and Signature:	How does this injury prevent this patient from w. 'dug?					
Doctor's Certification and Signature:	The way					
Doctor's Certification and Signature:						
Having considered the patient's regular or customary work, i certify under penalty of perfury that, based upon my examination, this Doctor's Certificate irvity describes the patient's disability (if any) and the estimated duration thereof.						
I further certify that I am a (Type of Doctor or Specialty)						
Original Signature of Attending Doctor: (Original Signature Required) Date:	Date:					
Mail to:VOCPFax to:Scan and email to:P O Box 94525(888) 941-7890applications@voc-net.comLas Vegas, NV.89193-4525Scan and email to:applications@voc-net.com						

ATTACHMENT 43

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From: Sent: To: Subject:	Huntingy, July Va. 2010 10.10 m.	
AmicusFileids: AmicusFileName: AmicusId:		

Good morning,

AmicusStatus:

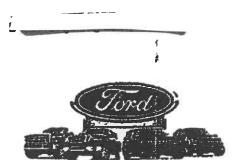
So after reviewing (b). I cannot fill out the Victims of Crime form you sent me. To say he missed work here due to crime injuries would not be accurate. He worked all his scheduled shifts after he returned from vacation up until 11/6/17 when he just stopped showing up. He did take one sick day on 10/23/17 but not several as you claimed he had stated. Nor was it right after he got back as you claimed he stated.

He did not submit anything in our Compli system about any issues nor did he go to HR and discuss any concern or problem. His boss has stated that he never came to him and said he was having issues related to the incident and could not perform his normal duties.

He was having performance problems before the incident and had days in September where he just did not show up. He was finally terminated in our system the end of November after he stopped coming to work on 11/06/17. Again no communication to us by him to let us know that it was anything outside his normal behavior to do such things.

Sorry | could not be of more help.

Assistant Office Manapor



Damerow Ford (503) 644-1131

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Beaverton Hyundai (503) 641-2889

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From:	
Sent:	BO FIN
To: Cc:	and the second se
Subject:	A CONTRACT OF A
Amicusfileids: AmicusfileName: Amicusid:	Hunt, Amelia and Danist RE: VOCP
AmicusStatus:	

I am in receipt of your emailed response from this morning. After reviewing this file and the response, I respectfully request that you reconsider your position. The facts you are using to draw your conclusion, that ity to work was not due to his injuries is inconsistent with the facts and is based on faulty logic and assumptions. Here, jumping to conclusions could have dire consequences for a veteran and his family already suffering from the effects of PTSD in their lives.

PTSD previously from his honorable service in the military. You state that he was already missing days from work before October 7, so his failure to show up to work in November couldn't possibly be due to PTSD. There is no logic in this conclusion. He missed work previously because he was dealing with service related PTSD. Wouldn't it be logical that a traumatic, religiuring incident would flare his PTSD and make him even more likely to miss work?

Further, it is not an all or nothing situation. Just because he had missed work previously, for whatever reason does not mean that ______t is not suffering from injuries caused by the October 1 tragedy. One doesn't always lead to the other. There is no logic in this argument. It almost seems as though personal feelings are coming into play as these arguments are not rational or reasonable. I understand that it is frustrating when an employee doesn't come into work and doesn't let anyone know what is going on, but using faulty logic to get to conclusions that would punish the employee and prevent him from getting the benefits he is entitled to is not what our system is based on.

Symptoms of PTSD are not always immediate. In fact, they can even show up years after the event based on certain triggers or just when our mind thinks it is ready to process the trauma. The fact that he didn't finally succumb to the symptoms of the PTSD in November, is not an indicator at all that the injuries he suffered from October 1 were not the cause of him to miss work. PTSD is very complicated and very real. A layperson should not be assessing whether or not someone was suffering from symptoms of PTSD from a traumatic event. Doing so, would be an unfair, rash jump to conclusions.

Based on my work with the survivors of October 1, I have learned that individuals suffering with PTSD often exhibit behavior that is not rational and flies contrary to what a fully-functioning individual would exhibit. Your arguments that he didn't tell anyone, he didn't show up to work, he didn't submit something in your system, etc., are all actions that would be expected of a fully-functional adult. But, what we are dealing with is PTSD which by its very essence impacts someone's mental state and ability to function. You are holding him to a standard that requires he not be dealing with the issues that he is in reality dealing with. This is simply illogical and quite frankly, unfair. It is like asking a man that is wheelchair bound to walk down a flight of stairs the same way someone with no physical impairment would.

I understand that mental injuries are not always evident as they are not visible from the outside the way a broken leg or physical wound would be, but that doesn't make them any less real and any less crippling.

Given this outside perspective in _______s circumstances, I hope you can re-evaluate your refusal to fill out the form as requested.

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Please see attached 2nd Doctors certification and bills

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Page 1 of 1

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	DELTA 1717 Main Cabin (H) NEW SERVICE & SI	ATLANTA 7:24pm UPPORT ANIMAL REQUIREM	PORTLAND, OR 9:49pm ENTS	_ I
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Page 1 of 5

ATTACHMENT 45

Passenger Info		
NAME	FLIGHT	SEAT
	DELTA 2393	22D
	DELTA 1717	18E
Visit delta.com or use the Fiy Delta If you purchased a Delta Comfort+1 of your purchase.	app to view, select or change your s * seat or a Trip Extra, please visit My	eat. y Trips to access a receip
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Ticket #: 0062320663832	•	
Place of Issue: Delta.com		
Ticket Issue Date: 05APR18		
Ticket Expiration Date: 05APR19		
METHOD OF PAYMENT		
VI*****		
		\$457.80 USD
CHARGES		
Air Transportation Charges		
Base Fare .		\$404.65 USD
Taxes, Fees and Charges	561.	
United States - September 11th Sec	arity	\$5.60 USD
Fee(Passenger Civil Aviation Securit	y Service Fee) (AY)	·····
United States - Transportation Tax (US)	\$30.35 USD
United States - Passenger Facility Ch	narge (XF)	\$9.00 USD
United States - Flight Segment Tax ((ZP)	\$8.20 USD
TICKET AMOUNT		\$457.80 USD

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your linerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

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Page 2 of 5

Fare Details: FLL DL X/ATL DL PDX404.65HA0NA0MQ USD404.65END ZP FLLATL XF FLL4.5ATL4.5

Miscellaneous Service and Fees: RFIC: I

Document #: 0061506069951 Date of issue: 05APR18 This document expires: 06APR19

 MAIN CABIN PREFERRED SEAT
 15.00 USD

 TOTAL TAX
 15.00 USD

 Yorman Method
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 Routing
 FLL-ATL

NON REFUNDABLE/NO CHANGES/NON TRANSFERABLE/NOT VALID FOR TRAVEL

Important Note: Retain this receipt for your records. If travel or check-in commences on a carrier other than Delta, this receipt must be presented at the time of service or a fee will be assessed. If purchasing Delta Sky Club⁴ memberships, all Delta SkyMiles⁴ and Delta Sky Club⁴ rules apply.

Checked Bag Allowance

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The fees below are based on your original ticket purchase. If you qualify for free or discounted checked baggage, this will be taken into account when you check in.

Thu 05 Apr 2018	DELTA: FLL ATL	•.•3
CARRY ON	FIRST	SECOND
FREE	\$25 ^{USD}	\$35 ^{USD}
Thu 05 Apr 2018	DELTA: ATL PDX	
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Visit delta.com for details on baggage embargos that may apply to your itinerary.

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Page 3 of 5

Transportation of Hazardous Materials

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in civil penalties. Examples include: Paints, aerosols, lighter fluid, fireworks, torch lighters, tear gases and compressed gas cartridges.

There are special exceptions for small quantities (up to 70 ounces total). For further information visit delta.com Restricted Items Section.

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Book your Airbnb via deitaairbnb.com and earn miles on all stays. Plus, new guests also get \$25 toward first qualifying booking. Terms Apply.

BOOK YOUR SUMMER GETAWAY. >

It's a great time to choose your next escape from more than 325 destinations on six continents.

DID YOU EARN MILES TODAY?

We have partnered with The Nature Conservancy to allow you to offset your carbon emissions from this trip. Go to delta.com/CO2 to calculate your CO2 emissions and learn more about offsetting.

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SKYMILES

Terms & Conditions

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

tAll SkyMiles@ program rules apply. To review the rules, see Membership Guide & Program Rules. Taxes and fees for Award Travel are the responsibility of the passenger and must be paid at the time the ticket is booked. Award Travel seats are limited and may not be available on all flights or in all markets. Offers void where prohibited by law. Other restrictions may apply.

Checked Bag Allowance

*On Delta operated flights, you may carry on one bag and a small personal item at no charge.

Delta One™/First/Business Class weight allowance reverts to 50 lbs for all checked bags beyond regular free allowance.

At the time of check in with Delta, SkyMiles Medallion members, SkyTeam Elite & Elite Plus and active US Military personnel are eligible for fee walvers and other benefits. For more details, visit delta.com/baggage. Basic Cardmembers with a Gold, Platinum, or Reserve Delta SkyMiles Credit Card from American Express are eligible for the first bag fee walver. More details on the program can be found at delta.com/firstbag/ree.

A standard checked bag with Delta may be up to 50 lbs and 62 linear inches (per piece). Additional fees apply for oversize, overweight, and/or additional pieces of checked baggage. Please review Delta's baggage guidelines for details. Weight and size restrictions may vary when checking baggage on carriers other than Delta. Contact with the operating carrier for detailed checked baggage allowances. You must be checked in at the gate by the applicable check-in deadlines or your reservation may be cancelled. Please review Delta's check-in requirements guidelines for details. Check-in requirements vary by airline, so if your ticket includes travel on other airlines, please check with the operating carrier on your ticket.

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Page 4 of 5

6/13/18, 10:11 AM

Do you have comments about our service? Please email us to share them.

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 Limits on our liability for personal injury or death of passengers, and for loss, damage of delay of goods and baggage.

- Gaim restrictions including time periods within which you must file a claim or bring action against us.
- Our right to change terms of the contract.
- . Check in requirements and other rules established when we may refuse carriage.
- Our rights and limits of our liability for delay or failure to perform service including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- · Our policy on overbooking flights, and your rights if we deny you boarding due to an oversold flight.

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ATTACHMENT 46

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STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

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

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

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voc.nv.gov

Victims of Crime Program

June 18, 2018

Extended lost wage benefits are only available from this program for physical injury, however, your daim will remain open for counseling.

Board of Examiner Policy; Section Eleven. Available Benefits

7. Work Interruption Claims

14

A. A compensation officer may recommend, to the VOCP coordinator, the approval of lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to \$700. This discretionary work interruption payment may be approved by the compensation officer, regardless of the type of crime or type or nature of injury.

8. Lost Wage Reimbursement Claims

A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:

1) The applicant provides a disability statement from their treating physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;

2) The disability statement specifies the nature and length of the physical disability, and;

3) The victim did not work during the disability period, and

4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or

5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.

6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.

P. Post Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims.

Sincerely i Vica Salam

Rebecca Salazar Program Manager

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

RECEIVED JUN 1 9 2018 CCSI

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Department of Administration Hearing Division 1050 E William St Ste 400 Carson City, NV 89701 (775) 687-8440 Director

MICHELLE MORGANDO Acting Coordinator

ATTACHMENT 47

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18-43978-NR

Thank you for your application. Your application requests lost wage reimbursement. Please answer the following questions in relation to that request:

1.	Name Claim:
2.	Were you employed at the time of the crime? <u>VCS</u> 2.b. If so, please provide the name of your employer; and your supervisor's name and contact information. <u>Damarow</u> Furd - Ali Bulgasem / Brient Rowstad
	800 - 956 - 6936
3.	Did you miss time from work? If so, how many days?
4.	Did you miss work due to physical or emotional interactions in the set of the specify which (emotional or physical)
	Have you seen a physician? If so, please provide their name and phone number
5.	If you suffered any physical injuries, please describe.
	RECEIVED JUN 14 2018

- 6. Do you have health insurance? ______ If so, please attach a copy of the insurance card. Health insurance is primary to this program. VOCP will pay crime related co-pays and deductibles.
- 7. Please include any information you feel the program should consider in your request for lost wa

The second secon

*If you suffered a physical injury that you are being treated for and would like to pursue an extended lost wage claim, please have the attached documents completed by your employer and your treating physician. Please submit proof of income for at least 30 days prior to the crime.

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Earnings Statement	Period Beginning: Period Ending: Pay Date:		Vour federal teach Sti, 570.067 Offine Banefilts and Offine Banefilts and Comparison Businesse D
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15/2018		ADP		18	-43970	F-NR
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Ford - Monthly PO BOX 667 BEAVERTON, OR 97075	Period Beginning Dete 10/1/2017	Pay Date 11/9/2017	Co. YWZ	Clock	Home Dept 100000	JUN 1 8 201
C C	Period Ending Date 10/31/2017	WGPS Advance Pay Date	File # 003937	Number 00504956	Worked in Dept 100000	CCS
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ATTACHMENT 48



DEPARTMENT OF ADMINISTRATION VICTIMS OF CRIME PROGRAM

June 7, 2018



Claim Number: RE: Victim: Date Of Crime:

Please be advised your application for benefits from the VOCP has been approved based on the information you have provided in your application and the law enforcement crime report. You are still legally responsible for your medical bills and expenses. We will help you pay your crime related expenses when we receive proper documentation of the expense.

Please submit any crime related bills, receipts, Insurance Explanation of Benefits (EOB) or other payment documents to the address noted below. We remind you that it is illegal to submit non-crime related bills for payment.

If you recover any money from insurance, civil lawsuit or otherwise you are required to notify the VOCP, and to repay the money VOCP pays to you or on your claim.

You are required to keep us advised of any address changes. If you do not your claim may be closed. Your claim will be closed when all the payments we have approved for payment have been made, or 6 months after the last known payment is made on your claim. You may request reopening within 2 years if you have additional crime related bills or expenses.

Most questions regarding available benefits can be answered by reviewing the information provided on our website at http://voc.nv.gov. If you are unable to locate an answer to your specific question, please email us at support@voc-net.com, or contact us at the office number listed below.

Authorized Representative Victims of Crime Program PO Box 94525 Las Vegas, NV 89193-1525

775-687-8428

Victim:	A ANY ANY
Claim Number:	18-10043978-NR
Date Of Crime:	October 1, 2017

Based on information received by the VOCP, this claim appears to qualify for the following benefits *:



Providers should be asked to submit crime related bills directly to the program for review and payment, along with any insurance EOB's (explanation of benefits forms) they may have received. You may also submit your bills and insurance EOB's directly to the program. If you have paid qualified expenses out-of-pocket, please submit a copy of the bill and your receipt for consideration of reimbursement. Receipts for prescription payments must be accompanied by documentation detailing the type of medication received and the patient's name.

If you have incurred other expenses related to the crime that you believe should be paid by the program, please submit them for consideration. To expedite processing, please submit your bills/receipts with a completed Payment Request Form, which can be obtained on our website at http://voc.nv.gov/forms.htm. Our website also carries a complete copy of our operating policies and procedures, to assist in answering any questions you may have. Bills and receipts can be mailed to:

VOCP PO Box 94525 Las Vegas, NV 89193-1525

OR

Fax to: (888) 941-7890

Email to: applications@voc-net.com

* Benefit levels are established by policy and are subject to change at any time by the Board of Examiners. Current policies and benefit levels are posted on our website at http://voc.nv.gov/Statutes_and_Policies.htm

ATTACHMENT 49

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State of Nevada Victims of Crime Program

Police Report Verification					
- Submit this for		ort cannot be rei		any reason.	
		Information			
Victim Name:	Victim DOB:		voo	P Claim #	
multiple		1			
Event # .		Crime Date:	10111		
Crime Location (exact address or cross streets): poute	91 ma	os shi	ooting	
Crime Information	n: (Complete	ed by Law En	forcemen	nt Officials Only)	
Date of Crime: 10 1.1 1.17	-	Date Crime	Reported	: 10/.1/17 .	
Type of Report or Crime Description:	mass	shooting	1		
Were Charges Filed or an Arrest Made	:				
□ Yes No If No, please explain:	shooten	decase	: <i>L</i>		
Did Victim Cooperate with Police?					
□ Yes □ No If No, please explain:					
Was the Victim Innocent of wrongdoin	ıg?				
✓ Yes □ No If No, please explain:					
Was the Victim physically Injured?					
Yes If Yes, please describe inju	uries:				
□ No			•		
Is there any additional information abo Yes If Yes, please explain: No					
I am a Law Enforcement Of	ficial familia	r with the fac	ts of the	crime referred to above.	
The information provided he			best of my		
Authorized Signature:	Print Signer Paniz	2 04.0	TH	Rank or Title; Homicids Lightsmont	
Date:	Tele: 702	828-3	352/	Email:	
Mail to: VOCP P O Box 94525 Las Vegas, NV 89193-4525	Fax to:	41-7890	Scan an	d email to: applications@voc-net.com	
Tras 1 4800, 111 02220 10-22					

ATTACHMENT 50

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State of Nevada Victims of Crime Program

18-43978-NR

Application for Victim of Crime Compensation

VOCP Date Stomp and Claim #

If you need help completing this application please go to: <u>www.voc.mv.gov</u>, to find victim assistance programs in your community, or to contact the VOCP office in Censon City of Les Vegas for assistance or referral to a community program near you Please complete Sections 1 through 10 to the best of your ability. Use a black or blue ballooint pen. Please Print Neaty.

Section 1. Tell us about the Victim

	attacked, injured or killed during the crime.		
Find Name, Middle Initial 1 est Name			
Maling Address. City. State, Zip			
(* 10)			
Home Phone, Work Phone, Cell Phon	e, E-Mail		
502.000			
Date of Blat	Age at time of crime	Last 4 Digits SSN	
Male	If victim is deceased, dat	e of death.	
Female			

Section 2: If you a	re applying for the victin	n fell us abou	it you.
An applicant is a person, other the physically incapable of completing	een the victim, who is completing the ap, og the application, or deceased.	plication where the vict	lim is under the age of 18, mentally or
First Name, Middle Initial, Last Nam			
Maling Address (if different from vi	ctim), City, State, Zip	5	
Home Phone, Work Phone, Cell Ph	ione, E-Mail		
Relationship to victim:	Number of people requesting benefits	Last 4 Digits SSN	Date of Birth (applicant must be an adult)

Send Completed, Signed Applications to:

VOCP	
PO Box 94525	REC
Las Vegas, NV 89193-1525	United and the set of
•	16 181

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JUN 0 6 2018

CCSI

Please continue to Section 3 on the next page.

Section 3: Tell us about the crime.	ancy. Claims submitted without a police meet
will be accepted and the VOCP will request a report. A decision will be made when the Note: Only Vicient Crimes are eligible for VOCP assistance. No Theft or Property Crimes are eligible for VOCP assistance.	he VOCP receives an official police mood
Name of Law Enforcement Agency the crime was reported to:	
LVMPD, 400 S. Martin L. King Boulevard, I	_as Vegas NV 89106
Date of Crime: Date Crime was Reported:	Crime Report No:
10/1/17	Unnecessary
If Crime occurred more than one (1) year ago, please indicate why you	did not apply to the VOCP until now.
Unaware of the VOCP Physically/Mentally unable to	apply 🔲 Other, explain:
Type of Victimization related to Crime if applicable: (Do not choose more t	
L Bullying Domestic & Family Violence Hate Crime Image: Crime Mass Violence	Elder Abuse
Type of crime:	
Child Sexual Abuse*	Other Vehicular Crimes
Arson / DUI/DWi	Robbery
Assault Fraud/Financial Crimes	Sexual Assault*
Burglary Homicide	Stalking
Child Physical Abuse/Neglect 🔲 Human Trafficking	Terrorism
Child Pomography Ci Kidnapping	🔀 Other:
County where crime occurred:	Sexual Assault Crimes Only:
Clark Clark Carson City Carson City Carson City	Required by: NRS 217.290 and NRS 217.300
	Did you submit an application to the County for sexual assault assistance?
Douglas Douglas	T Yes
Elko Pershing	No If No: please explain;
Eureka Storey	
Esmeralda Vashoe	If Yes, have you received and/or spent
	those funds?
	Yes No If <i>No</i> : please explain;
	• • •
Offender's Name and Address: (// known) Stephen Paddock	
Where did the crime occur? (exact address, location, or nearest cross streets)	Route 91 Harvest Festival
Describe how the crime occurred: Route 91 Harvest Festival	
Describe victim's crime injuries: emotional	

.168

Section 4: Tell us about you	r Crime Related Expe	nses	
Please help us determine how we can help you. and financial issues are taken care of. Please ch the crime. Attach your bills, receipts, estimates, Expenses must be directly related to the ch	The VOCP has limited resources and eck the crime related expenses you of other documents which sumpod w	we want to make sure the u have incurred, or expension	ct to incur because of
 Hospital Bills Ambulance Bills Medical/Dental Bills Prescription Medication Vision/Glasses Chiropractic/Physical Therapy Loss of Earnings/Support Counseling/Mental Health 	Crim Child Eme Eme Eme Hom Hom V Othe		eath claims only) ocation Expenses using omeowners only) reatment/Mental Health
Section 6: Tell us about any If you suffered from any disabilities, or were recear VA- related PTDS diagnosis/ past co Section 6: Tell us about any	ving medical treatment prior to the cri ombat	ine, please explain below.	ons
Have you ever filed a Victims of Crime (Yes No If Yes: State where Claim Filed Da	Iaim In Nevada, or any other	State?	
Name of Victim, Applicant, or Claimant		pened or Closed)	
Section 7: Please provide De This information is gathered for statistical report	mographic and Statis	tical Informati	on
Annusi income: \$0 to \$10,000 \$40,000 to \$50,000 \$10,000 to \$20,000 \$50,000 to \$80,000 \$20,000 to \$30,000 \$50,000 to \$100,000 \$20,000 to \$40,000 \$000 to \$100,000	Employment at Time of Crime: Employed Self-Employed Unemployed	Primary Language: Primary Language: English Spanish Aslan Other:	Were Alcohol or Drugs a factor in this crime, in any way? Yes No Unknown
Raco:	Marital Status:	Education Level:	
American Indian/Alaska Native Asian Black/African American Hispanic or Latino Native Hawatan and Other Pacific Islander White Non-Latino/Caucasian Some Other Race Multiple Races	Single Married Domestic Pariners Divorced Widowed	High School Gr	age uate School/ University

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To help us evaluate and improve our services, please let	us know how you heard of the VOCP. Please check one or two lifet apply.
Law Enforcement District Attorney/Prosecutor Hospital/Clinic Medical/Dental Provider Children's Protective Services Mental Health Counselor	 Victim Advocate Victim Service Program (Safe Nest, Stop DUI, etc) Internet Search Newspaper/Media Friend/Family Other:

Please complete the information	ana se an	victim complete this application.
First Name	Last Name	Name of Company, Affiliation, or Relationship (Hospital, Dental Provider, Victim Program, etc):
Telephone	Email	

Section	10: Tell uş al	out th	e Victim's Insi	urance	or Civil Sult li	formation
If you have an	ny type of insurance o	r legal clain	n please enter the info	mation in th	e space provided belo	W. Use extra sheets if needed.
Does the Victim	v/ Applicant have Life, I, or Vision Insurance? Is	If the crime the Victim/	Involved an auto, does Applicant, or the ave Auto Insurance? Yes No	If the crime home, or o	happened in Victim's n Victim's property, is sowners insurance? Yes No	If the crime happened at the Victim/ Applicant's place of work, is there a Workers' Compensation Yes Victim/ Applicant's place of work, is
Company Na	me:		Phone Number:		Type and Policy Num	
Has the victim related to this (/applicant filed, or will the crime?	e victim/appli	icant file, a Civil Suit	Has the vic payment or	Unvapplicant received or sattlement related to the	expect to receive any payment or a crime?
Ye Ye	\$				Yes	
No No	1		1	គ	No	
Un Un	known			D	Unknown	

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State of Nevada Victims of Crime Program

	ctim Name:	Victim DOB:	VOCP Claim #:
		09/01/1979	R. 399
the VOCP dete	ermine my eligibility i hereby col	nsent to, and authorize the reli	Program (VOCP). In order to assi ease of information to the VOCP CP from any liability for any su
Coroner's office VOCP as requir	ent Reports: I hereby authorize any to release any police, investigative red by: NRS 217.110 (2)(d), NRS 21 orts will remain confidential as prov	, incident report, or coroner's repo 7,160, NRS 217,210 (1) and NRS	rt related to my application to the 217,220 (1) and (2). Lunderstand
Medical Inform pharmacist, or prognosis, treat related injuries	nation : I hereby authorize any any other medical provider to re- ment plans, billing information and or condition, to the VOCP as requ	hospital, medical clinic, physici elease any and all Information I any other information relating to lired by NRS 217,100. <i>This Med</i>	an, dentist, mental health provide including medical reports, historie my medical treatment for my crim icel Authorization shall automatical s is in compliance with all HIPA
VOCP Release service provider	of information: I hereby authorize s, my advocate, attorney, or other claim. No information will be releas	s concerning my application or cl	to police agencies, medical or othe aim only as necessary to administr
Certificate of Fi my Annual Incor authorize any Ir	inancial Eligibility: I hereby certify me, and that it would be a financial	y that I do not have Savings or In I hardship if I were to receive no roment Agency, or any other pe	vestments exceeding the amount of assistance from the VOCP, I hereb erson with information about me t
or paid on my p agree to notify the or other recove	he VOCP, if I receive the VOCP, if I receive the VOCP if I retain an Attorney to	any money, from any source, pursue a lawsuit or claim, or if the	the VOCP any money paid to me as a result of the crime. I hereb receive any court ordered restitutions or other benefit payments. NR
or paid on my p agree to notify the or other recove	he voce if I receive to voce, if I receive to voce if I retain an Attorney to voce including, but not limited to, i	any money, from any source, pursue a lawsuit or claim, or if I insurance payments, settlement:	as a result of the crime. I hereb receive any court ordered restitution or other benefit payments. NR:
or paid on my b agree to notify th or other recove 217.240. <i>i understand th</i> <i>information to t</i>	Penalties for Provide the transformed on the termination of term	any money, from any source, pursue a lawsuit or claim, or if i i insurance payments, settlements roviding False Informa of for providing false or misical of perium and pursue of the Ma	as a result of the crime. I hereb receive any court ordered restitution or other benefit payments. NRS tion: poling, or intentionally incomplete made for that all the information
or paid on my b agree to notify th or other recove 217.240. <i>i understand th</i> <i>information to t</i> <i>have provided i</i>	Penalt, by the VOCP, if I receive the VOCP if I retain an Attorney to ry including, but not limited to, i Penalties for P that I may be imprisoned or fine the VOCP. I declare under Penalt	any money, from any source, pursue a lawsuit or claim, or if i i insurance payments, settlements roviding False Informa of for providing false or misical of perium and pursue of the Ma	as a result of the crime. I hereb receive any court ordered restitution or other benefit payments. NRS tion: poling, or intentionally incomplete made for that all the information
or paid on my b agree to notify th or other recove 217.240. <i>I understand th</i> <i>Information to t</i> <i>have provided in</i> Print Full Name	Penalt, by the VOCP, if I receive the VOCP if I retain an Attorney to ry including, but not limited to, if Penalties for P i that I may be imprisoned or fine the VOCP. I declare under Penalt is true, correct and complete to the of Person Signing Application:	any money, from any source, pursue a lawsuit or claim, or if i insurance payments, settlements roviding Faise Informa d for providing faise or mislea y of Perjury and pursues to Ne the best of my information and but	as a result of the crime. I hereb receive any court ordered restitution or other benefit payments. NRS tion: poling, or intentionally incomplete made for that all the information
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or paid on my b agree to notify th or other recove 217.240. I understand th Information to thave provided is Print Full Name Signature Send Comple	Penalt, by the VOCP, if I receive the VOCP if I retain an Attorney to any including, but not limited to, if Penalties for P inet in the VOCP. I declare under Penalt is true, correct and complete to the of Person Signing Application:	any money, from any source, pursue a lawsuit or claim, or if i insurance payments, settlements roviding False Informa d for providing false or mislea y of Perjury and pursues to Ne he best of my Information and but gned by an adult) D Cas Vega	as a result of the crime. I hereb receive any court ordered restitutio s or other benefit payments. NRS tion: ading, or intentionally incomplete wade tow that all the information elief. NRS 217.270.
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or paid on my b agree to notify th or other recove 217.240. I understand th Information to thave provided is Print Full Name Signature Send Comple	Penalt, by the VOCP, if I receive the VOCP if I retain an Attorney to ry including, but not limited to, if Penalties for P it the VOCP. I declare under Penalt is true, correct and complete to the of Person Signing Application:	any money, from any source, pursue a lawsuit or claim, or if i insurance payments, settlements roviding Faise Informa d for providing faise or mislea y of Perjury and pursued to Ne the best of my information and but pried by an adult) D Las Vega ERENE Fax to: (80	as a result of the crime. I hereb receive any court ordered restitution or other benefit payments. NR: tion: ading, or intentionally incomplete wade time that all the information elief. NRS 217.270.
or paid on my b agree to notify th or other recove 217.240. I understand th Information to thave provided is Print Full Name Signature Send Complet	Penalt, by the VOCP, if I receive the VOCP if I retain an Attorney to ry including, but not limited to, if Penalties for P it the VOCP. I declare under Penalt is true, correct and complete to the of Person Signing Application:	any money, from any source, pursue a lawsuit or claim, or if i insurance payments, settlements roviding False Informa d for providing false or mislea y of Perjury and pursues to Ne he best of my Information and but gned by an adult) D Cas Vega	as a result of the crime. I heret receive any court ordered restitution or other benefit payments. NR tion: ading, or intentionally incomplet wade two that all the information elief. NRS 217.270.



Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 5, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Curtis Palmer, Executive Branch Budget Officer Governor's Finance Office, Budget Division
- Subject: BOARD OF EXAMINERS ACTION ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION

Agenda Item Write-up:

Pursuant to NRS 334.010, the Division requests approval to purchase one replacement vehicle for a total amount not to exceed \$31,944.

Additional Information:

The request is to purchase one vehicle to replace a current vehicle which complies with the Vehicle Replacement Policy of SAM 1316. The total purchase price for the vehicle is \$31,944. The Division has a work program (#C46221) pending the April 2019 IFC meeting to fund this request. It has been verified that this request is not in the FY18-19 Legislatively Approved budget, nor is it in the FY20-21 Governor Recommends budget.

Statutory Authority:

NRS 334.010

REVIEWED: **ACTION ITEM:**



NEVADA DIVISION OF ENVIRONMENTAL PROTECTION STATE OF NEVADA Department of Conservation & Natural Resources

> Steve Sisolak, Governor Bradley Crowell, Director Greg Lovato, Administrator

DATE: January 31, 2019

TO: Curtis Palmer, Budget Officer Governor's Finance Office

FROM: Jennifer Carr, Deputy Director

pund, Geo

SUBJECT: State Vehicle Purchase

The Department of Conservation and Natural Resources, Division of Environmental Protection is seeking approval from the State Board of Examiners pursuant to NRS 334.010 to purchase a 2019 Chevrolet Silverado Crew Cab in the amount of \$31,943.25 through a State Purchasing Vendor Approved dealership. This vehicle will replace a 2006 Ford F150 currently in use by the Bureau of Federal Facilities. A request for budget authority will be presented at the April 2019 Interim Finance Committee meeting in Work Program #C46221.

Thank you in advance for your consideration of this request. Please contact Christine Andres at (72) 486-2850 ext. 232 if there are any questions or concerns with this approval request.

ADVANTAGE RXQ Input Form

1	and the second second
	FY_19
_ Vendor Name Find	day chevrolat
SI	hip/Bill 982 1379
Division Feder	ral Facilities
Phone4	186-2850
24	
N (NONE)	X (CONFIRM)
	Sh ODivision <u>Feder</u> Phone <u>702 4</u> 22

Accounting Details: LIST APPROPRIATE ACCOUNTING CODING ON THIS DOCUMENT ENTER IN ADVANTAGE AS ORG 0000, NO JOB #. COSTS TO BE DISTRIBUTED AFTER BSR

Line	Fund	Agenov	Org/Sub	Appr Unit	Obj/Sub	Job No,	Amount
01	101	709	7220	3187 72	8310	8110417	\$31,943.25
02							
03	IS ALL				10.56		
04			10100-011				-
05							
06							
and the second second						Total Est Cost	\$ 81943.25

Commodity Details:

Line	CommCode	Únit	AcotLn	Description	Qly	Unit Cost
01	07048FA	Ea	01	2019 Chevrolet Silverado Crew Cab	1	\$31,914.00
02	96293	Ea	02	DMV Title Fee	1	\$ 29.25
1		-			-	
-	Section of the					
5.22		1000	1. 21.94		10000	A STATE OF

Object Attached (circle one): Approval History:

Yes DEP Bure u Chie

Date

NDEP Budget Analyst

Appr Level	Approve By:	Approval Date:
2		
3		

P:/OFPM/FORMS/rxq_input_document

Revised: 04/12/13-AH

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

Agency NDEP - BEE	RX No
Contact Conserved	Phone No. 702-486-2850 x 234

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

Please check all that apply below:

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

- Dealer has historically provided favorable service to the agency concerning cost of ownership issues
- Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management

Vehicle requested is best suited for the purpose to be used

- \checkmark Vehicles of this make have a good cost of ownership record within the agency
- If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

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____ Other justification

State	Purchasing	use only	

ApprovedDisapproved	by	date	
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If disapproved awarded dealer_____

Reason

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

Agency Name: Nevada Division of Environmental Protection	
Contact Name: Daralyn Dobson	Telephone Number: 775-687-9489
Pursuant to NRS 334.010, agencies must receive prior wr new and used vehicles. Please provide the following info	itten consent to purchase State vehicles. This applies to all rmation:
Number of vehicles requested: <u>1</u> A Is the requested vehicle(s) new or used: New	mount of the request: <u>31,943.25</u>
Type of vehicle(s) purchasing e.g. compact sedan, inter	mediate sedan, SUV, pick up, etc.:
Batteries - Call	
Mission of the requested vehicle(s):	
Were funds legislatively approved for the request?	If yes, please provide the decision unit number:
Yes No	If no, please explain how the vehicles will be funded?
	Department of Energy Grant/C46221 at the April 2019 IFC meeting.
Is the requested vehicle(s) an addition to an existing fle	et or replacement vehicle(s):
Addition(s) Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way SAM 1314? If not, please explain.	" or "Smart Way Elite" requirements pursuant to
This is a pickup and does not r	need to comply with SAM 1314.
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)	Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.
Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle:	Yes, purchased in 2006.
2006 Ford F150, 70.545 miles Vehicle #2 Model Year: Odometer Reading:	If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
Type of Vehicle: Please attach an additional sheet if necessary	
APPOINTING AUTHORITY APPROVAL:	
Deputy Administr	ator 2/8/19
Agency Appointing Authority Title	Date
BOARD OF EXAMINERS' APPROVAL:	
Approved for Purchase Not Approved for Purchase	hase
Development	
Board of Examiners Date	,

Revised 10-2018

FINALAY CHEVROLET

QUOTE

Date: February 6, 2019 QUOTE # 02062019A

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BILL TO: NEVADA DIVISION OF ENVIRONMENTAL PROTECTION 2080 E. FLAMINGO ROAD, SUITE 230 LAS VEGAS, NV 89119 702-486-2850 ext. 224

Description	Total
2019 CHEVROLET SILVERADO CREW CAB SHORT BED 4X4	
BASE PRICE	\$24,369.00
4 WHEEL DRIVE	\$3695.00
POWER DRIVER SEAT (INCLUDES ZLQ FLEET CONVENIENCE PACKAGE)	\$1135.00
ASSIST STEPS 4" BLACK	\$725.00
CARPETED FLOOR (includes floor mats)	\$100.00
DEALER INSTALLED WINDOW TINT	\$395.00
5,3 ECOTECH ENGINE	\$1395.00
E85 FLEX FUEL COMPATABLE	\$100.00
SUB TOTAL	\$31,914.00
TITLE FEE	\$29.25
TOTAL	\$31,943.25
SKID PLATES S150 OPTION - No	
TOTAL WITH ADDED OPTIONS	

Tax Identification Number - 20-4223895

Make all checks payable to Findlay Chevrolet

Billing Questions - Contact Dawn Yambo - 702-982-4024

6800 S. TORREY PINES, LAS VEGAS, NV, Phone 702-982-4000, Fax 702-982-4420, www.lindlaychevy.com

Thank you for your businessi



Findlay Chevrolet

Paul Brown | 702-982-4409 | pbrown@findlayauto.com

[Fleet] 2019 Chovrolet Silverado 1500 (CK10543) 4WD Crew Cab 147"

Selected Model	and Options
CODE	MODEL
CK10543	2019 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck
COLORS	

CODE

DESCRIPTION

Silver Ice Metallic

OPTIONS

DESCRIPTION

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free

Work Truck Preferred Equipment Group

Seat adjuster, driver 10-way power including lumbar

Seats, front 40/20/40 split-bench

Remote Keyless Entry, with 2 transmitters

GVWR, 7100 lbs. (3221 kg)

Mirrors, outside heated power-adjustable

Emissions, Federal requirements

E85 FlexFuel capable of running on unleaded or up to 85% ethanol

Silver Ice Metallic

Rear axle, 3.42 ratio

Jet Black, Cloth seat trim

Audio system, Chevrolet Infotainment 3 system

Cruise control, electronic

Power outlet, bed mounted, 120-volt

Power outlet, instrument panel, 120-volt

Cooling, auxiliary external transmission oil cooler

Engine, 5.3L EcoTec3 V8

Transmission, 6-speed automatic, electronically controlled

Tires, 255/70R17 all-season, blackwall

Tailgate, gate function manual

Data Version: 7593. Data Updated: Feb 4, 2019 9:35:00 PM PST.

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Findlay Chevrolet

Paul Brown | 702-982-4409 | pbrown@findlayauto.com

[Fleel] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147"

OPTIONS

DESCRIPTION

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel

LPO, Assist steps - 4" Black - round

Fleet Processing Option

WT Fleet Convenience Package

Options Total

WT FLEET CONVENIENCE PACKAGE INCLUDES:

REMOTE KEYLESS ENTRY EZ LIFT POWER LOCK AND RELEASE TAILGATE CRUISE CONTROL POWER MIRRORS

SELECTED OPTIONS SUPERCEDE Standard Equipment

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Feb 7, 2019



Paul Brown | 702-982-4409 | pbrown@findlayauto.com

[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147"

Standard Equipment

Laborator 1.4	
Mechanical	
	Durabed, pickup bed
	Engine, 4.3L EcoTec3 V6 (285 hp (212 kW) @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (STD)
	Transmission, 6-speed automatic, electronically controlled (STD)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires 4WD model and (LV3) 4.3L EcoTec3 V6 engine.)
	Transfer case, single speed electronic Autotrac with rotary dial control (4WD models only)
	Four wheel drive
	Cooling, external engine oil cooler
	Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LV3) 4.3L EcoTec3 V6 engine.)
	Alternator, 170 amps
	Frame, fully-boxed, hydroformed front section
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Recovery hooks, front, frame-mounted, black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Grille (Black bars and mesh inserts.)
	Headlamps, halogen reflector with halogen Daytime Running Lamps

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Pholos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the Input provided.

Data Version: 7593. Data Updated: Fob 4, 2019 9:35:00 PM PST.



Paul Brown | 702-982-4409 | pbrown@findlayauto.com

[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147"

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Exterior	
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch on center switch ban
	Taillamps, with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered.)
	Tailgate, gate function manual, no lift assist
Entertainment	
Land to the second part of the	Audio system, Chevrolet Infotainment 3 system 7" diagonal color louchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass- through to phone, Apple CarPlay and Android Auto capable. (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone, connectivity to vehicle infotainment system
	USB port, located on instrument panel
Interior	
	Seats, front 40/20/40 split-bench (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat lop tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Till-Wheel, manual with wheel locking security feature
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models.)

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[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147"

	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models.)
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power (Standard on Crew Cab and Double Cab models.)
	Air conditioning, single-zone
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Power outlet, front auxiliary, 12-volt
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	
	Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Rear Vision Camera
	Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your teen's driving habits and helps you to continue to coach your new driver

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Data Version: 7593. Data Updated: Feb 4, 2019 9:35:00 PM PST.

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Paul Brown | 702-982-4409 | pbrown@findlayauto.com

[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147"

WARRANTY

Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles Maintenance Note: 1 Year/1 Visit

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Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 25, 2019

To: Susan Brown, Clerk of the Board Governor's Finance Office

From: Aaron Frantz, Executive Branch Budget Officer Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS ACTION ITEM

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department requests to contract with a former employee, Jim Wells. Mr. Wells will be assisting in the analysis and the review of all financial processes, including budgeting and projections and financial staff organizations of DHCFP.

Additional Information:

Mr. Wells has served as the Director of the Governor's Finance Office (GFO) and during the preparation of the current the current budget, as a contractor with the GFO. Mr. Wells helped prepare all of the Governor's recommended DHCFP budgets for the 80th Legislative session.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

STEVE SISOLAK Governor



RICHARD WHITLEY, MS Director

SUZANNE BIERMAN Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY 1100 East William Street, Suite 101 Carson City, Nevada 89701 Telephone (775) 684-3676 • Fax (775) 687-3893 <u>http://dhcfp.nv.gov</u>

MEMORANDUM

Date: February 25, 2019

TO: Paul Nicks, Deputy Director, Governor's Finance Office

THROUGH: Richard Whitley, Director, Department of Health & Human Services W. L. P.

FROM: Budd Milazzo, Chief Financial Officer, Division of Health Care Financing and Policy

RE: Authorization to Contract with a Former Employee – James Wells

Pursuant to NRS 333.705, subsection 1, the Division of Health Care Financing and Policy (DHCFP) is requesting authority to contract with a retired state employee, Mr. James Wells, to assist in the analysis and review of all financial processes, including budgeting and projections, and financial staff organization of DHCFP.

Mr. Wells has served as the Director of the Governor's Finance Office and during the current budget session as a contractor with the GFO. During that time Mr. Wells reviewed, in conjunction with DHCFP staff, and helped submit all DHCFP budget accounts for the Governor's recommended budget providing a unique understanding of the budget accounts. Additionally, Mr. Wells previously worked as the Director of the Public Employee Benefits Program and has an understanding of medical budgets, medical billing and drug rebate programs.

Upon approval of this request, Mr. Wells will work part-time for a maximum of 20 hours per week.

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



Patrick Cates Director

Jeffrey Haag Administrator

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Information	
Former Employee Name:	James Wells
Former Employee ID Number:	10256
Former Job Title:	Director
Former Employee Agency:	Governor's Finance Office
Former Class and Grade:	Unclassified
Former Employment Dates:	January 1992 - July 13, 2018
Contracting Agency:	403 Division of Health Care Financing and Policy
Diagon abach subish	- C 41 - C 11 11

Please check which of the following applies:

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

a. Summarize scope of contract work.

Analyze, review and document current budget and short term and long term projection files for all budget accounts including documenting and updating procedure manuals. Analyze and review fiscal staff organization and structure.

b. Document former job description.

Mr. Wells was responsible for collaborating with executive branch agencies to produce the Governor's Executive budget as well as working in partnership with senior state leaders on budget guidelines based on the Governor's priorities. Additionally, he over saw the day to day operations and management of the Budget and Internal Audit Divisions. c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?

The contractor has knowledge of the state budgeting process and state medical programs. The contractor is also a Certified Public Account.

d. Explain why existing State employees within your agency cannot perform The majority of the division fiscal staff are new to DHCFP and do not have historical knowledge of DHCFP's budgeting and projection methodologies. This analysis and review will be a ground up analysis and review. Current staffing levels do not permit current staff to perform these functions and maintain day to day operations of the division.

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

The Chief Financial Officer of the DHCFP will oversee the contractor and is not related to Mr. Wells.

f. List contractor's hourly rate.

\$125.00 per hour.

g. List the range of comparable State employee ranges.

The Employee/Employer rate for the Administrative Services Officer IV position is \$112,157 with \$33,330 of benefits for a total of \$145,487.

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

The current Master Services Contract rate for the former ASO IV is \$164.18 and Mr. Wells provides a wider breath of knowledge.

i. Document justification for hiring contractor.

Current staff do not have the experience that the contractor provides in a high-level analysis and review of division processes.

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

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

March 12, 2019 - September 30, 2019

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

Part-time and no more than 20 hours per week.

Comments:

2 25/19

Contracting Agency Head's Signature and Date

2.25.19 **Budget Analyst Signature and Date**

Clerk of the Board of Examiners Signature and Date

Susan Brown Director

Paul Nicks Deputy Director



STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 25, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Tiffany Greenameyer, Executive Branch Budget Officer
- Subject: BOARD OF EXAMINERS ACTION ITEM

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

GOVERNOR'S FINANCE OFFICE

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Governor's Finance Office requests to contract with a former employee, Nikki Hovden, to assist the Office with various duties relating to the management training of the Health and Human Service Team as well as provide support during the 2019 Legislative Session. Ms. Hovden will be hired through Master Service Agreement #18404, with Manpower Temporary Services.

Additional Information:

This is a temporary position to support the office during the transition of the new lead position and to provide support during the 2019 Legislative Session.

Statutory Authority: NRS 333.705 (1)

REVIEWED ACTION ITEM:



Jeffrey Haag Administrator

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Informatio	n de la companya de l
Former Employee Name:	Nikki Hovden
Former Employee ID Number:	004609
Former Job Title:	Executive Branch Budget Officer 2
Former Employee Agency:	015 Budget Division
Former Class and Grade:	E80H-Classified 80 Hrs.
Former Employment Dates:	11/13/1989 - 02/22/2019
Contracting Agency:	Governor's Finance Office - Budget Division

Please check which of the following applies:

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

Contractor will support the office during the 2019 Legislative Session phase by support and training of the new incumbent in the DHHS lead position. Reviewing of fiscal notes, budget amendments, attending budget hearings.

b. Document former job description.

Ms. Hovden was responsible for collaborating with executive branch agencies to produce the Governor's Executive budget as well as review and analysis executive budgets in the interim. Provide support as a team lead for the DHHS team.

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

Yes. The contractor was an Executive Branch Budget Officer 2.

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

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

The Deputy Director of the Governor's Finance Office will oversee the contractor and is not related to the contractor.

f. List contractor's hourly rate.

\$70 per hour.

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

The intent of adding contract staff is provide training and to reduce the overtime during the 2019 Legislative Session.

i. Document justification for hiring contractor.

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

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

March 12, 2019 through June 30, 2019

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

Part time – No more than 20 hours per week.

Comments:

2/22/19 2/22/19 Contracting Agency Head's Signature and Date

Date

Clerk of the Board of Examiners Signature and Date

Susan Brown Director



Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 12, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Bridgette Garrison, Executive Branch Budget Officer Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS ACTION ITEM

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

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests to contract with a former employee, Ruth M. Borrelli. Atkins North America, Inc. is proposing to utilize Mrs. Borrelli to provide support and services to the Right-of Way Division.

Additional Information:

In January of 2019, through a Request for Proposal (RFP), the department selected Atkins North America, Inc. to provide Right-of-Way support services on an as needed basis. Mrs. Borrelli left state service on December 2, 2018 as a Chief Right-of-Way Agent.

Mrs. Borrelli was not involved in the RFP process or selection of Atkins North America, Inc.

Statutory Authority:

NRS 333.705 (1)

	A1	
REVIEWED:	11-	
ACTION ITEM:		



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

MEMORANDUM

February 7, 2019

То:	State of Nevada Board of Examiners
From:	State of Nevada Board of Examiners Kristina L. Swallow, Director
Subject:	Authorization to Contract with a Former Employee – Ruth M. Borrelli

SUMMARY

Pursuant to the State Administrative Manual Section 0323, the Nevada Department of Transportation requests the authority to contract with a retired state employee. Mrs. Borrelli retired from State service on December 2, 2018 and was subsequently hired by Atkins North America, Inc. to fill a right-of-way position. The Right-of-Way Division is requesting the addition of Mrs. Borrelli to Atkins staff for future projects and believe her extensive experience and knowledge would be of great benefit to NDOT.

BACKGROUND

Through a Request for Proposal (RFP) process Atkins North America, Inc. was selected as one of two providers to provide Right-of-Way support services on an as needed basis. At no time during Mrs. Borrelli's State service was she involved in the evaluation and selection of Atkins North America, Inc. for the services to the Right-of-Way Division. On August 8, 2018 Atkins and NDOT executed Master Service Agreement P247-18-030. No Task Orders have been issued against the master agreements for either firm.

It is exceedingly difficult to find right-of-way professionals with the experience and knowledge that Mrs. Borrelli has. There is no formal education for individuals looking to get into the right-of-way professional and most of the knowledge base comes from years of on the job experience. The Right-of-Way Division firmly believes that Mrs. Borrelli's many years of experience and knowledge would be beneficial to the Department when the need arises.

RECOMMENDATION

We respectfully request your consideration for approval for NDOT to allow Mrs. Borrelli to assist the Right-of-Way Division in future work with Atkins North America Inc.





Patrick Cates Director

Jeffrey Haag Administrator

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Purchasing Division

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Informatio	n
Former Employee Name:	Ruth M. Borrelli
Former Employee ID Number:	10724
Former Job Title:	Chief Right-of-Way Agent
Former Employee Agency:	Nevada Department of Transportation
Former Class and Grade:	7.403, 44
Former Employment Dates:	05-1992 to 08-1995, 08-1998 to 02-2005, 10-2008 to 06-2015, 01-2016 to 12-2018
Contracting Agency:	Nevada Department of Transportation
Please check which of	f the following applies:
Contract is with	th a former State employee (contractor) or a temporary employment agency rmer employee. Please complete steps a-l below.
	h an entity (contractor) other than a temporary employment agency that employs employee who will be performing any or all of the contracted services. Please eps a-l below.
a. Summarize sc	cope of contract work.
To provide right-of-way Division's responsibilitie	support services on an as needed basis covering the gamut of the Right-of-Way s and program. The disciplines include Negotiations, Relocation, Appraisal, Appraisal ttion, and Property Management.
b. Document for	mer job description.
Oversee the administration projects and public service a identify, analyze, interpret a	of the Right-of-Way Division; establish objectives and goals, including the work program, ongoing
ensure the department's pro Monitor, initiate, and imple way matters and develop de	ograms are not adversely affected. ment changes to federal and State laws and regulations and industry standards regarding right-of- partment policies and procedures to ensure continued compliance as well as the effectiveness and
consultant fees, equipment, ourchases to ensure adheren	
	ts, approve recruitment activities, make appointments to new or vacant positions, and approve motions, and disciplinary actions.
resent condemnation and	d disposal of surplus property actions to the State Transportation Board of Directors at e other presentations as required.
c. Is the former operations?	employee being hired because of their specialized knowledge of the agency's Is there a clause in the contract for transfer of the specialized knowledge of g agency and a time frame for the transfer?

Yes. No.

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

Mrs. Borrelli has many years of experience and knowledge that are very difficult to find in the right-of-way profession. Much of her uncommon knowledge and experience is directly related to NDOT and Nevada State laws which is even more difficult to find. No one currently in the RW Division has the knowledge and experience Mrs. Borrelli possesses.

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

There is no relationship.

f. List contractor's hourly rate.

\$205.00

g. List the range of comparable State employee wages.

There are none.

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

The State of Nevada hourly rates fall well below industry standard and Mrs. Borrelli's pay rate above is reflective of her experience and knowledge in the right-of-way profession.

i. Document justification for hiring contractor.

The RW Division occasionally needs to hire a contractor to perform right-of-way services to keep up with Department project demands. The best talent in the right-of-way profession often come from independent contractors offering much higher rates of pay than government agencies.

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

Yes.

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

The Master Agreement was executed on 08/13/18 and expires on 06/30/2022. No Task orders have been issued to Atkins North America, Inc.

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

To be determined. The contract is on an as needed basis.

Comments:

- · --

-DocuSigned by: 24 J Π.

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02/11/2019

Contracting Agency Head's Signature and Date

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Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: January 31, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Bridgette Garrison, Executive Branch Budget Officer Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS ACTION ITEM

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

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests to contract with a former employee, John Ogden. Diversified Consulting Services (DCS) is proposing to utilize Mr. Ogden as an Inspector Level IV in the augmentation of Construction Crews in District III.

Additional Information:

In November of 2017, the department issued a Request for Proposal (RFP) to provide construction management augmentation to Construction Crews in each of the three districts. DCS was awarded the agreement as the highest ranked firm responding to RFP for on-call services in District III. Mr. Ogden retired from state service on October 11, 2018

as a Staff I Associate Engineer – District Right-of-Way Utilities. Mr. Ogden was not involved in the RFP process or selection of DCS.

Statutory Authority:

NRS 333.705 (1
REVIEWED:	
ACTION ITEM:	



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

MEMORANDUM

January 15, 2019

То:	State of Nevada Board of Examiners Rudy Malfabon, Director
Subject:	Authorization to Contract with a Former Employee – John Ogden

SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with retired state employee, Mr. John Ogden. Mr. Ogden, retired from state service October 2018. Diversified Consulting Services (DCS) is proposing to engage Mr. Ogden to fill an Inspector Level IV position in the augmentation of NDOT Construction Crews in District III on an as-needed basis

BACKGROUND

There is insufficient staff and expertise to successfully manage the workload, size and scope of the projects currently assigned to NDOT Construction Crews in District III. In November of 2017 NDOT issued a Request for Proposals (RFP) to engage service providers to perform professional and technical engineering services to provide construction management augmentation to Construction Crews in each of the three districts. This augmentation includes providing Inspectors, Testers, and Surveyors to ensure the construction of NDOT projects are accomplished in conformance with the plans, specifications, and all other contract documents.

NDOT has an executed agreement with Diversified Consulting Services (DCS) to provide the services listed above. DCS is requesting to utilize Mr. John Ogden to fill the role of Inspector Level IV, a key role in overseeing the construction of various projects throughout District III. Mr. Ogden is very qualified and experienced in overseeing highway construction project activities, specifically in the Northern Nevada area.

Mr. Ogden has had no influence or authority over the consultant procurement for this crew augmentation.

RECOMMENDATION

We respectfully request your consideration for approval for Diversified Consulting Services to engage Mr. John Ogden to be Inspector Level IV on their staffing team to augment NDOT Construction Crews in District III.

Brian Sandoval Governor

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Patrick Cates Director

Jeffrey Haag Administrator

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Information	1
Former Employee Name:	John Lane Ogden
Former Employee ID Number:	10116
Former Job Title:	Staff I Associate Engineer – District Right-of-Way Utilities
Former Employee Agency:	NDOT
Former Class and Grade:	GRADE 35, STEP 10
Former Employment Dates:	From December 5, 1990 To October 11, 2018
Contracting Agency:	DIVERSIFIED CONSULTING SERVICES
Please check which of	the following applies:
□ Contract is with	h a former State employee (contractor) or a temporary employment agency mer employee. Please complete steps a-l below.
complete all ste	employee who will be performing any or all of the contracted services. Please eps a-l below. ope of contract work.
Consultant Inspector on larg	e scale highway projects administered by NDOT
b. Document form	ner job description.
Staff 1 District R/W Utilities- W District right-of-way functions. records of all R/W actions, and i the location of existing facilities work and located/mark NDOT u	/ork under the direction of the Assistant District Engineer and are responsible to manage the They review permitting requests and coordinate the issuance of those permits, track/maintain inspect all work done by permits. They also assist other divisions by coordinating with them or utilities through the District. Coordinate R/W clearances for District Maintenance forces inderground facilities as needed. All work is done in compliance with State and federal laws, ment policy and budgetary authority.
c. Is the former e operations? I	employee being hired because of their specialized knowledge of the agency's s there a clause in the contract for transfer of the specialized knowledge of g agency and a time frame for the transfer?
Specifications, Standard Plans, r	ome specialized knowledge of the agencies operations. He is very familiar with NDOT equirements and administration for construction, due to his 30 years of experience in the se in the contract for transfer of the specialized knowledge.
d. Explain why ex	xisting State employees within your agency cannot perform this function.
Manpower shortage due to th	e increasing size of the NDOT work program

C	ocument if the individual overseeing or establishing the contract is related to the ontractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750.</u>
N/A - no rel	ationship exists.
f. L	ist contractor's hourly rate.
\$38.00 to \$4	3.00 per hour depending on assignment
g. L	ist the range of comparable State employee wages.
\$35.43 per h	our Staff I Associate Engineer @ step 10
S	ustify contract rate if it exceeds the maximum employee/employer rate for a comparable tate position by more than 10 percent. Additionally, has the contract term been limited is a result?
during the wi Benefits like	rate exceeds the maximum rate for Mr. Ogden's previous rate. The contract employment is seasonal with layoffs ner when project work is suspended, and work locations vary throughout the state with temporary assignments. sick leave and retirement in the private sector are also different. The consultant rates are also comparable to the equired by prevailing wage for the contractor doing this type of work.
i. D	ocument justification for hiring contractor.
Limited staf	f are currently available.
j. W	/ill the employee be collecting PERS at any time during the contract?
Yes	
1 E L	/hat is the duration of the contract with the former employee? (include start and end ate)
March 2019	until the end proposed NDOT agreement, assumed to be April 2020
I. W	ill the former employee be working FT/PT? If PT how many hours
Full time wi	th season layoffs

- - - - See Harris

Comments:

-DocuSigned by: Rady May Im

01/15/2019

Contracting Agency Head's Signature and Date

19 le 11 Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 11, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Bridgette Garrison, Executive Branch Budget Officer Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS ACTION ITEM

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

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests to contract with a former employee, Jesse Ruzicka. NewFields is proposing to utilize Mr. Ruzicka as a Project Manager on the I-80 Emigrant Truck Climbing Lanes project agreement.

Additional Information:

In January of 2019, through a Request for Proposal (RFP), the department selected NewFields to perform the required services for the I-80 Emigrant Truck Climbing Lanes project Agreement to conduct geotechnical investigation and design to support the development of final plans and specifications to implement a bid-build project. Mr.

Ruzicka left state service on August 16, 2018 as a Geotechnical Engineer, Manager. Mr. Ruzicka was not involved in the RFP process or selection of NewFields.

Statutory Authority:

NRS 333.705 (1) REVIEWED: ACTION ITEM:



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

MEMORANDUM

RECEIVED

February 4, 2019

	FEB - 5 2019	
To:	State of Nevada Board of Examiners	
From	Kristing Swallow Director GOVERNOR'S FINANCE OFFIC	E

From: Kristina Swallow, Director

Subject: Authorization to Contract with a Former Employee

SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with a previous state employee, Mr. Jesse Ruzicka. Mr. Ruzicka was employed in state service from May 9, 2016 through August 16, 2018. NewFields has hired Mr. Ruzicka to act as their Project Manager for Agreement P317-18-010, Project 74115E1P.

BACKGROUND

The I-80 truck climbing lanes at Emigrant Pass in Elko County will consist of adding approximately 9 lane miles accommodate slower vehicles over the pass in each direction. The project will also replace the bridge at Emigrant Interchange and widen a bridge at the Palisades Interchange. This project is intended to improve efficiency of freight movement and safety.

The goal of this Agreement is to assist the DEPARTMENT in conducting geotechnical investigation and design to support the development of final plans and specifications to implement a bid-build project. Through a Request for Proposal (RFP) process, NewFields was selected to perform the required services for the project in January 2019. Mr. Ruzicka began his employment with NewFields in August of 2018. NewFields has requested to use Mr. Ruzicka's expertise to act as Project Manager for the agreement. Mr. Ruzicka spent approximately 2 years with NDOT serving in the Geotechnical Section of the Materials Division, most recently as the Geotechnical Manager and brings tremendous value and expertise to this project from his NDOT experience as well as his overall 16 years of geotechnical experience.

At no time during Mr. Ruzicka's State service was he involved in the RFP procurement and selection of NewFields for the required services for the I-80 Emigrant Truck Climbing Lanes project.

RECOMMENDATION

We respectfully request your consideration for approval for NDOT to allow Mr. Ruzicka to serve as the Project Manager for the NewFields team on the I-80 Emigrant Truck Climbing Lanes project, Agreement P317-18-010, Project 74115E1P.

Brian Sandoval Governor



Patrick Cates Director

Jeffrey Haag Administrator

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Informatio	n se
Former Employee Name:	Jesse Ruzicka
Former Employee ID Number:	21481
Former Job Title:	Geotechnical Engineer, Manager I
Former Employee Agency:	Nevada Department of Transportation
Former Class and Grade:	Manager I, Professional Engineer (Code 6.224), Grade 43
Former Employment Dates:	05/09/2016 to 08/17/2018
Contracting Agency:	Nevada Department of Transportation

Please check which of the following applies:

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

Provide a design level geotechnical investigation and assist the Department in developing plans and specifications in regard to geotechnical aspects for the I-80 Emigrant Pass Truck Climbing Lanes project. The project is expected to a bid-build construction contract.

b. Document former job description.

Principal Engineer with the Nevada Department of Transportation responsible for managing geotechnical staff, reviewing inhouse geotechnical designs, and performing geotechnical analyses for various transportation improvements. Also responsible for management and review of consultant and contractor analysis and design and work pertaining to geotechnical engineering, assisting district engineers with urgent/emergency repairs, providing contract oversight during construction, mentoring staff, and responding to requests made by the public.

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

Yes, the former employee has specialized knowledge of the agencies operations and design procedures. He is very familiar with what NDOT needs regarding consultant services and will help meet NDOT's needs to meet the engineering demand that current staff cannot supply.

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

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

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

N/A – no relationship exists

f. List contractor's hourly rate.

\$55.29/hr

g. List the range of comparable State employee rages.

\$33.08/hr - \$51.08/hr

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

i. Document justification for hiring contractor.

Contractor was evaluated through an RFP process and was found to have the best team, highway transportation design experience, project approach and availability of staff.

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

No

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

The employee will serve as the geotechnical project manager through the completion of the design process including finalization of plans and specifications. The project is expected in begin 3/1/2019 and end 3/1/2020.

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

The employee will work part time with an estimated 960 hours.

Comments:

.....

DocuSigned by: 2 , (b.)

02/05/2019

Contracting Agency Head's Signature and Date

2/15/19 Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: January 31, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Bridgette Garrison, Executive Branch Budget Officer Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS ACTION ITEM

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

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests to contract with a former employee, David Swirczek. Henningson Durham and Richardson (HDR), Inc. is proposing to utilize Mr. Swirczek to fill the position of Inspector, a key role in overseeing the construction in the Full Administration of District II Betterment projects agreement P614-17-040.

Additional Information:

HDR, Inc. was awarded the agreement as the highest ranked firm responding to the Request for Proposal (RFP). Mr. Swirczek retired from state service on December 14, 2018 as a Supervisor I Associate Engineer. Mr. Swirczek was not involved in the RFP process or selection of HDR.

Statutory Authority:

NRS 333.705 (1)		
	-	



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

MEMORANDUM



JAN 3 0 2019 January 25, 2019

То:	State of Nevada Board of Examiners Rudy Malfabon, Director	GOVERNOR'S FINANCE OFFICE BUDGET DIVISION
Subject:	Authorization to Contract with a Form	er Employee – David Swirczek

SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with retired state employee, Mr. David Swirczek. Mr. Swirczek retired from state service in December 2018. He is now employed by HDR, Inc., who is proposing to utilize Mr. Swirczek to fill an Inspector position in the Full Administration of District II Betterment projects on NDOT Agreement P614-17-040.

BACKGROUND

There is insufficient staff and expertise to successfully manage the workload, size and scope of the District II Betterment projects. In January of 2018, NDOT issued a Request for Proposals (RFP) to engage service providers to perform professional and technical engineering services to provide Full Administration construction management to District II. This agreement includes providing a Resident Engineer, an Assistant Resident Engineer, an Office Manager, four Inspectors, and three Testers, to ensure the construction of the District II Betterment projects are accomplished in conformance with the plans, specifications, and all other contract documents.

HDR, Inc. was awarded the Agreement as the highest ranked firm responding to the RFP for the Full Administration services to District II. HDR has proposed to utilize Mr. Swirczek to fill the role of Inspector, a key role in overseeing the construction of the District II Betterment projects. Mr. Swirczek is very qualified and experienced in overseeing highway construction project activities, specifically in the Northern Nevada area.

Mr. Swirczek has had no influence or authority over the consultant procurement for this Full Administration agreement.

RECOMMENDATION

We respectfully request your consideration for approval for HDR, Inc. to engage Mr. David Swirczek to be an Inspector on their staffing team to augment NDOT Betterment projects in District II.

Brian Sandoval Governor



Patrick Cates Director

Jeffrey Haag Administrator

STATE OF NEVADA

DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Informatio	n
Former Employee Name:	DAVID SWIRCZEK
Former Employee ID Number:	10452
Former Job Title:	SUPERVISOR 1 Associate Engineer
Former Employee Agency:	NEVADA DEPARTMENT OF TRANSPORTATION
Former Class and Grade:	GRADE 36
Former Employment Dates:	12/11//1989 – 12/14/2018
Contracting Agency:	HDR Engineering, Inc.
Please check which o	f the following applies:
X Contract is with	a former State employee (contractor) or a temporary employment agency r employee. Please complete steps a-l below.
a former State complete all s	th an entity (contractor) other than a temporary employment agency that employs employee who will be performing any or all of the contracted services. Please teps a-l below.
a. Summarize so	ope of contract work.
Supervisor of the NDOT M	aterials Division Asphalt Lab.
b. Document for	mer job description.
Supervise and assist in the enhance the asphalt product sampling.	testing of asphalt products for quality control and quality acceptance. Performed research testing to ts currently used by NDOT. Reviewed NDOT field operations as it relates to asphalt testing and
operations?	employee being hired because of their specialized knowledge of the agency's Is there a clause in the contract for transfer of the specialized knowledge of 1g agency and a time frame for the transfer?
Yes, the former employee h plants that produce Hot Mi:	as some specialized knowledge of the agencies operations. He is familiar with a contractors hot A Asphalt and Asphalt Suppliers refinery.
d. Explain why	existing State employees within your agency cannot perform this function.
and a suma sufficient tomos seems sign	naar yn grynning myn er gallyng an yn er elder man bernande man dernandedde falstader fed ben der Enders fanns e new bene s

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

e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u> .
N/A – no relationship exists
f. List contractor's hourly rate.
\$35/hour
g. List the range of comparable State employee rages.
\$32.52/hour
h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?
The contract rate exceeds the maximum rate for Mr. Swirczek's previous rate. The contract employee is seasonal with layoffs during the winter when project work is suspended and work locations vary throughout the state with temporary assignments. Benefits like sick leave and retirement in the private sector are also different.
i. Document justification for hiring contractor.
Limited NDOT Staff are available, will use on NDOT Betterment Agreement.
j. Will the employee be collecting PERS at any time during the contract?
YES
k. What is the duration of the contract with the former employee? (include start and end date)
The contract will start sometime in March of 2019 and end when HDR does not have enough work to keep Mr. Swirczek busy.
I. Will the former employee be working FT/PT? If PT how many hours
Full Time with seasonal layoffs.

Comments:

-DocuSigned by: y han Kidy ma

01/25/2019

Contracting Agency Head's Signature and Date

15/19 Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date



Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: January 24, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Lynnette Aaron, Executive Branch Budget Officer Governor's Finance Office, Budget Division
- Subject: BOARD OF EXAMINERS ACTION ITEM

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

SECRETARY OF STATE

Agenda Item Write-up:

Pursuant to NRS 293.253(6), the Secretary of State requests \$372,518.95 from the Statutory Contingency Account to reimburse county clerks for the cost of publication for statewide ballot measures from the 2018 general election.

Additional Information:

The invoices from each county clerk are attached to the Secretary of State's request, and in each invoice, the Secretary of State has deducted the costs for ballot stock, which are not payable from the Statutory Contingency Account. Corresponds with work program C46048.

Statutory Authority: NRS 353.264

REVIEWED ACTION ITEM:

BARBARA K. CEGAVSKE Secretary of State

CRAIG S. KOZENIESKY Deputy Secretary for Operations STATE OF NEVADA

SCOTT W. ANDERSON Chief Deputy Secretary of State

KIMBERLEY PERONDI Deputy Secretary for Commercial Recordings

OFFICE OF THE SECRETARY OF STATE

MEMORANDUM

DATE: January 3, 2019

TO: Lynnette Aaron, Budget Analyst Governor's Finance Office

FROM: Craig Kozeniesky, Deputy for Operations Office of the Secretary of State

SUBJECT: Statutory Contingency Account Funding Request

The Office of the Secretary of State requests the Board of Examiners' approval to transfer \$372,518.95 (attached) from the Statutory Contingency Account to budget account 1050 to reimburse counties for their ballot question publication costs pursuant to NRS 293.253 (attached). Section 5 of the statute provides that "the portion of the cost of publication which is attributable to publishing the questions, explanations, arguments, rebuttals and fiscal notes of proposed constitutions, constitutional amendments or statewide measures is a charge against the State and must be paid from the Reserve for Statutory Contingency Account upon recommendation by the Secretary of State and approval by the State Board of Examiners."

Please contact Sheri Hudder at (775) 684-5736 if you require additional information or have any questions.

Attachments

cc: Sheri Hudder, ASO Karen Hoppe, Senior Program Analyst, LCB

> NEVADA STATE CAPITOL 101 N. Carson Street, Suite 3 Carson City, Nevada 89701-3714

MEYERS ANNEX COMMERCIAL RECORDINGS 202 N. Carson Street Carson City, Nevada 89701-4201 LAS VEGAS OFFICE 2250 E. Las Vegas Blvd North, Suite 400 North Las Vegas, Nevada 89030

nvsos.gov

2018 ELECTION COSTS BY COUNTY

County	Received	Primary Ballot	General Ballot	Publication	Total
	-	Stock	Stock	Costs	IN THE R. P. LEWIS CO.
	by 6/30 and 12/31 (w/ 30	SOS to reimburse counties for basic ballot stock	SOS to reimburse counties for basic ballot stock (NAC	Charge against state to be paid from reserves	
	day grace) (NAC 293.200, 293.071)	(NAC 293.010; 293.200)	293.010; 293.200)	(NRS 293.253(6) NAC 293.071)	
Carson Citv	11/21/18		\$3 808 00	\$75 Q56 00	\$30 76A 00
Churchill	11/13/18		\$341.00	\$42,475,20	\$42 816 20
Clark	11/20/18		\$45,305.06	\$90,338.45	\$135,643.51
Douglas	11/27/18		\$1,255.69	\$16,354.00	\$17,609.69
Elko			\$666.50	\$13,615.33	\$14,281.83
Esmeralda				\$17,220.00	\$17,220.00
Eureka	11/28/18		\$124.00	\$8,640.00	\$8,764.00
Humboldt	11/20/18		\$292.64	\$9,660.00	\$9,952.64
Lander	12/3/18		\$569.63	\$12,880.00	\$13,449.63
Lincoln	11/30/18		\$93.00	\$19,507.50	\$19,600.50
Lyon	12/11/18		\$747.10	\$17,397.72	\$18,144.82
Mineral	11/29/18		\$100.75	\$9,000.00	\$9,100.75
Nye	11/9/18		\$775.93	\$15,317.00	\$16,092.93
Pershing	11/15/18		\$89.13	\$9,660.00	\$9,749.13
Storey				\$39,435.75	\$39,435.75
Washoe	11/21/18		\$3,458.68	\$16,422.00	\$19,880.68
White Pine	11/9/18		\$589.00	\$8,640.00	\$9,229.00
TOTAL BALL	TOTAL BALLOT STOCK COSTS	STC	¢60 216 11		
		20	\$30,210.11		
TOTAL PUBL	IOTAL PUBLICATION COST	IS		\$372,518.95	

C:\Users\laaron\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\8ZWX2UCA\Attachment B - 2018 General Ballot Publication Reimbursement

TOTAL COST FOR 2018 ELECTION

\$430,735.06

Steve Sisolak Governor

Susan Brown Director

Paul Nicks Deputy Director



STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 5, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Darlene Baughn, Executive Branch Budget Officer Budget Division

Subject: BOARD OF EXAMINERS ACTION ITEM

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

OFFICE OF THE CONTROLLER

Agenda Item Write-up:

CASH MANAGEMENT IMPROVEMENT ACT

A. Office of the Controller – Payment to U.S. Treasury not to exceed \$255,302

The State Controller requests approval of payment to the U.S. Treasury in an amount not to exceed \$255,302 from the General Fund. This is the highest possible payable liability for 2018. The U.S. Treasury is reviewing the report and should have a final liability figure by March 15, 2019. Payment to the U.S. Treasury is required by March 30, 2019.

Additional Information:

Section 80, Chapter 396 of the 2017 Legislative Session, (AB 518-General Fund Appropriation Act) states that "If the State of Nevada is required to make payment to the United States Treasury under the provisions of Public Law 101-453, the Cash Management Improvement Act of 1990, the State Controller, upon approval of the State Board of Examiners, may make such payments from the interest earnings of the State General Fund or interest earnings in other funds when interest on federal money has been deposited in those funds."

A schedule showing the highest liability payable for FY 2018 and a copy of the State's annual report to the U.S. Treasury are attached to this memorandum.

Statutory Authority:

AB 518 – Appropriations Act

REVIEWED: **ACTION ITEM:**

CATHERINE BYRNE, CPA State Controller STATE OF NEVADA

LORI HOOVER, CPA Chief Deputy Controller



OFFICE OF THE STATE CONTROLLER

MEMORANDUM

NOB,

To: State Board of Examiners

From: State Controller Catherine Byrne, CPA

Date: February 04, 2019

Subject: FY 2018 Interest Liability under the Cash Management Improvement Act

The purpose of the Cash Management Improvement Act (P.L. 101-453) is to ensure greater efficiency, effectiveness and equity in the exchange of funds between the Federal Government and the States. The State incurs an interest liability when Federal funds are deposited in a State account prior to the day the State pays out funds for program purposes. Conversely, the Federal Government may incur an interest liability when the State pays out its own funds for program purposes.

Section 80, Chapter 396 of the 2017 Legislative Session, (AB 518-Appropriation Act) states that "If the State of Nevada is required to make payment to the United States Treasury under the provisions of Public Law 101-453, the Cash Management Improvement Act of 1990, the State Controller, upon approval of the State Board of Examiners, may make such payments from the interest earnings of the State General Fund or interest earnings in other funds when interest on federal money has been deposited in those funds."

I am hereby requesting the approval of payment to the U.S. Treasury in the amount of \$255,302 from the General Fund. This is the highest possible payable liability for 2018. That amount will be paid only if all Federal interest and State calculation costs are denied. The U.S. Treasury is reviewing the report and should have a final liability figure by March 15th. Payment to the U.S. Treasury is required by March 30th. The State paid the Federal government a net liability of \$38,658 for fiscal year 2017. If the 2018 calculations are accepted, the Federal government will owe the State \$99,697.

A schedule showing the highest liability payable for FY 2018, and a copy of the State's annual report to the U.S. Treasury, are attached to this memorandum.

State Capitol 101 N. Carson Street, Suite 5 Carson City, Nevada 89701-4786 (775) 684-5750 Fax (775) 684-5696

Grant Sawyer State Office Building 555 E. Washington Avenue, Suite 4300 Las Vegas, Nevada 89101-1071 (702) 486-3895 Fax (702) 486-3896

www.controller.nv.gov

RON KNECHT, MS, JD, PE (CA) State Controller JAMES W. SMACK Chief Deputy Controller



OFFICE OF THE STATE CONTROLLER

December 21, 2018

Ms. Mary N. Bailey, Director Cash Management Improvement Act Division Bureau of Fiscal Services U.S. Department of the Treasury 401 14th Street, S.W. Room 420 Washington, D.C. 20227

Dear Ms. Bailey:

I am enclosing the original and 1 copy of Nevada's Cash Management Improvement Act Annual Report for the State Fiscal Year ended 06/30/18. Please call me with any questions which may arise, or if more information is needed.

Sincerely,

James Smack Chief Deputy Controller State of Nevada

Enclosures: Original and 1 copy CMIA Annual Report

State Capitol 101 N. Carson Street, Suite 5 Carson City, Nevada 89701-4786 (775) 684-5750 Fax (775) 684-5696 Grant Sawyer State Office Building 555 E. Washington Avenue, Suite 4300 Las Vegas, Nevada 89101-1071 (702) 486-3895 Fax (702) 486-3896

www.controller.nv.gov

Cash Management Improvement Act - 2018 Annual Report State of Nevada - Interest Calculation Costs Certification

I. State Costs - Internal

Clearance Pattern Development and	Maintenance	Interest Calculation	
State Personnel Cost:	7,691	State Personnel Cost:	5,015
State Non-Personnel Cost:	0	State Non-Personnel Cost:	0
Other Costs:	0	Other Costs:	0
II. State Costs - External			
Clearance Pattern Development and	Maintenance	Interest Calculation	
Personnel Cost:	0	Personnel Cost:	0
Non-Personnel Cost:	0	Non-Personnel Cost:	0
Other Costs:	0	Other Costs:	0

III. Adjusted Interest Calculation Costs

Interest calculation costs incurred prior to the current state fiscal year are not eligible for reimbursement pursuant to 31 CFR 205.27(d)(3). In the event that interest calculation costs reimbursed in a prior state fiscal year are disallowed as the result of a subsequent audit, the disallowed amount must be included in this section.

0

Adjusted Interest Calculation Costs:

IV. Total Interest Calculation Costs

Total Interest Calculation Costs: 12,706

V. Certification

"I hereby certify that this Interest Calculation Costs Claim Report is accurate to the best of my knowledge. Interest calculation costs recovered via this mechanism shall not be included in our State's cost allocation plan as described in OMB Circular A-87. The State shall maintain documentation to substantiate this cost claim and make this information available upon request."

Signature of Authorized State Official:

Name of Authorized State Official:James Smack

Title of Authorized State Official: Chief Deputy Controller

Date Signed:

Cash Management Improvement Act - 2018 Annual Report State of Nevada

1

Annualized Interest Rate: 1.45%

Nevada State Contact

Jean Robbins 101 N. Carson St., Ste 5 Carson City, NV 89701 775-684-5652 jrobbins@controller.state.nv.us

Annual Report Claims

Current State Interest Liability	\$255,302
State Interest Adjustment	\$0
Interest Calculation Costs	\$12,706
Current Federal Interest Llability	\$342,293
Federal Interest Adjustment	\$0
Net Federal Interest Liability	\$99,697

Certification

"I certify to the best of my knowledge that all information in this report, including the interest claims and interest calculation costs claim, is true and accurate in all respects and that all calculations have been made in accordance with 31 CFR Part 205 and the Treasury State Agreement."

Signature of Authorized State Official: Name of Authorized State Official: C artheren Title of Authorized State Official: Date Signed:

Cash Management Improvement Act - 2018 Annual Report State of Nevada - Interest Claims Report

			INT	EREST CLAIM	ED	
CFDA	Program Name	Current State Liability	State Adjustment	Current Federal Liability	Federal Adjustment	Net State Liability
10.551	Supplemental Nutrition Assistance Program	0	0	0	0	0
10.553	School Breakfast Program	1,393	0	5,109	0	-3,716
10.555	National School Lunch Program	20,844	0	8,776	0	12,068
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	2,409	0	1,348	0	1,061
17.225F	Unemployment Insurance Federal Benefit Account and Administrative Costs	195	0	0	0	195
17.225S	Unemployment Insurance State Benefit Account	0	0	8,877	0	-8,877
20.205	Highway Planning and Construction	0	0	0	0	0
84.010	Title I Grants to Local Educational Agencies	45,362	0	27,523	0	17,839
84.027	Special Education Grants to States	659	0	34,298	0	-33,639
93.558	Temporary Assistance for Needy Families	54,617	0	20	0	54,597
93.563	Child Support Enforcement	19,966	0	87	0	19,879
93.658	Foster Care Title IV-E	39,533	0	503	0	39,030
93.767	Children's Health Insurance Program	3,992	0	6,769	0	-2,777
93.778	Medical Assistance Program	66,332	0	248,983	0	-182,651
Total Li	ability	255,302	0	342,293	0	-86,991

STATE OF NEVADA

DAGED ON THE FIGGAL TEAN ENDED JONE 30, 2010				2
Supplemental Nutrition Assistance Program (SNAP)	10.551	*	627,412,834	
School Breakfast Program	10.553	٠	36,183,315	
National School Lunch Program	10.555	*	118,823,068	
Special Supplemental Food Program for Women, Infants, and Children (WIC)	10.557	*	46,321,765	
			Contains	
Unemployment Insurance	17.225	*	376,007,908 U.I. Trust	
Highway Planning and Construction	20.205	*	442,917,288	
Title I Grants to Local Educational Agencies	84.010	*	125,380,758	
Special Education_Grants to States	84.027	*	64,678,034	
Temporary Assistance for Needy Families	93.558	*	44,100,650	
Child Support Enforcement	93.563	*	38,430,808	
Foster Care_Title IV-E	93.658	÷	45,050,882	
State Children's Insurance Program	93.767	*	60,689,919	
Medical Assistance Program	93.778	*	2,580,770,308	

Total Federal Financial Assistance of Programs Above Threshold

4,606,767,537

Major Programs - 18

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State of Nevada CMIA 2018 Liability by CFDA Number

0 FY 2018 Annual Interest Rate = .0145% 195 Based on info provided by DETR Comments (3,716) (33,639) (8,877) (2,777) (86,991) 12,068 1,061 17,839 54,597 19,879 39,030 [182,651] Net Liability Reportable 8,776 1,348 34,298 20 503 6,769 5,109 27,523 87 248.983 8,877 Reportable 342,293 Liability Federal 629 Reportable 20,844 2,409 195 45,362 54,617 19,966 39,533 3,992 66,332 255,302 1,393 0 Liability State (3,716) (33,639) (182,651) (8,877) (86,991) 17,839 39,030 (2,777) 2,068 195 54,597 19,879 C 1,061 0 Liability Net 6,769 34,298 503 248,983 5,109 8,776 1,348 8,877 27,523 20 87 342,293 Liability Federal Net Interest Liability 2,409 195 45,362 629 54,617 19,966 39,533 3,992 66,332 255,302 20,844 0 1,393 Liability State 375,400,986 132,492,439 41,530,103 42,637,458 50,213,067 77,092,808 3.003.849.945 618,295,983 42,329,435 106,845,721 45,114,891 28,976,923 86,671,792 4,651,451,551 Expenditures see above Total CFDA # 17.225S 17.225F 20.205 84.010 93.558 10.555 10.557 84.027 93.658 93.778 10.551 10.553 93.563 93.767

 255,302
 342,293
 (86,991)
 255,302
 342,293

 Net Interest Liability
 (86,991)

 Direct Costs
 12,706

 Amount due
 (99,697)

G:\Drive_G\Cafr\FEDERAL\CMIA\fy18\Interest Calculations\03 - Liability Summary 18

CMIA State Liability FY18

	CASH MANAG	CASH MANAGEMENT IMPROVEMENT ACT		
	FY 18 SCHEDULE OF D	CHEDULE OF DIRECT COSTS OF IMPLEMENTATION		
	FY 17 clearance	FY 17 clearance pattern calculations for FY 18		
	and interest li	and interest liability calculations for FY 18		
oment and	Development and Maintenance of Clearance Patterns:			-
Statewid	Statewide Clearance Patterns:	Robbins		
Welfare (type WF)	type WF)		480.70	
Payroll (type PR)	ype PR)		480.70	
Accounts	Accounts Payable (type AD & EF)		480.70	
NDOT (type AD2)	rpe AD2)		480.70	
oer-up	Total costs to calculate statewide clearance patterns	atterns	480.70 2,403.50 2,	2,403.50
Program	Specific Clearance Patterns:	Robbins		
10.553	School Breakfast Program		440.64	
10.555	National School Lunch Program		440.64	
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	omen, Infants, and Children	440.64	
17.225	Unemployment Insurance		440.64	
20.205	Highway Planning and Construction		440.64	
84.010	Title I Grants to Local Educational Agencies		440.64	
84.027	Special Education - Grants to States		440.64	
93.558	Temporary Assistance for Needy Families (TANF)	(NF)	440.64	
93.563	Child Support Enforcement (Districts Attorney component)	component)	440.64	
93.658	Foster Care_Tile IV-E		440.64	
93.767	State Children's Insurance Program		440.64	
93.778	Medical Assistance Program		-	
	I otal costs to calculate program specific clearance patterns	ance patterns	5,287.70 5,	5,287.70
tion of In	Calculation of Interest Liabilities:	Woodburn		
10.553	School Breakfast Program		417.91	
10.555	National School Lunch Program		365.67	
10.557	Special Supplemental Food Program for Women, Infants, and Children (WIC)	en, Infants, and Children (WIC)	365.67	
17.225	Unemployment Insurance		417.91	
20.205	Highway Planning and Construction		261.19	
84.010	Title I Grants to Local Educational Agencies		365.67	
84.027	Special Education - Grants to States		365.67	
93.558	Temporary Aid to Needy Families		417.91	
93.563	Child Support Enforcement		417.91	
93.658	Foster Care_Title IV-E		365.67	
93.767	State Children's Insurance Program		365.67	
93.778	Medical Assistance Program		365.67	
N/A	Set-up		261.19	
N/A	Preparation of Direct Costs and Annual Report		261.19	
	Total costs to calculate interest liabilities		5,014.90 5,	5,014.90

Summary

udo	Development and Maintenance of Program Specific Clearance Patterns:	specific C	learance P	atterns:			_		
					Rate	Hours		Cost	Total Cost
		Robbins			40.06	(0)	_		
10.553	School Breakfast Program					11.00		440.64	440.64
10.555	National School Lunch Program					11.00		440.64	440.64
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Iram for M	Vomen, Infa	ints, and	Children	11.00		440.64	440.64
17.225	Unemployment Insurance					11.00		440.64	440.64
20.205	Highway Planning and Construction					11.00		440.64	440.64
84.010	Title I Grants to Local Educational Agencies	gencies				11.00		440.64	440.64
84.027	Special Education - Grants to States	10				11.00		440.64	440.64
93.558	Temporary Assistance for Needy Families (TANF)	Imilies (T/	ANF)			11.00		440.64	440.64
93.563	Child Support Enforcement (Districts Attorney component)	s Attorney	component	t		11.00		440.64	440.64
93.658	Foster Care_Tile IV-E					11.00		440.64	440.64
93.767	State Children's Insurance Program					11.00		440.64	440.64
93.778	Medical Assistance Program					11.00		440.64	440.64
							5.2	5.287.70	5 287 70

PS Patterns

nterest	Interest Liability Calculation Cost:				
		Rate			
	Moo	Woodburn 52.24			
			Hours	Total Expenses	TOTAL
10.553	School Breakfast Program		8.00	417.91	417.91
10.555	National School Lunch Program		7.00	365.67	365.67
10.557	Special Supplemental Food Program for Women, Infants, and Children (WIC)	nfants, and Children (WIC)	7.00	365.67	365.67
17.225	Unemployment Insurance		8:00	417.91	417.91
20.205	Highway Planning and Construction		5.00	261.19	261.19
84.010	Title I Grants to Local Educational Agencies		7.00	365.67	365.67
84.027	Special Education - Grants to States		7.00	365.67	365.67
93.558	Temporary Aid to Needy Families		8.00	417.91	417.91
93.563	Child Support Enforcement		8.00	417.91	417.91
93.658	Foster Care_Title IV-E		7.00	365.67	365.67
93.767	State Children's Insurance Program		7.00	365.67	365.67
93.778	Medical Assistance Program		7.00	365.67	365.67
N/A	Set-up		5.00	261.19	261.19
N/A	Preparation of Direct Costs and Annual Report		5.00	261.19	261.19
			· 96.00	5,014.90	5,014.90

Int. Calculation

Michaela	Jean							
Woodburn	Robbins							
Emp/EE	Emp							
hourly	hourly							
39.420	26.390			Gross Wages				
4.270	4.270	-	743.00	\$ 743.00 Group Insurance (per EE per month)	261	261 Days in FY18	2088 Hours in FY18	FY18
0.926	0.620	-	0.0235	0.0235 REGI (of gross salaries)				
0.038	0.038	φ	79.69	79.69 Payroll Assmnt (per EE per year)				
0.116	0.116	θ	242.22	242.22 Personnel Assmnt (per EE per year)				
0.572	0.383		0.0145	0.0145 Medicare (of gross salaries)				
5.716	7.389			Retirement	0.1450	0.1450 Emplyr/Emplyee paid	0.2800 Emplover paid	er paid
0.0007	0.0007	θ	1.50	1.50 Employee Bond Insrnc (per EE per year)		•		-
0.0472	0.0472	θ	98.57	Tort (per EE per year)				
0.0938	0.0938	θ	195.86	EITS infrastructure (per EE per year)				
0.0452	0.0452	θ	94.48	94.48 EITS security (per EE per year)				
0.059	0.040		0.0015	0.0015 Unemployment Comp (of gross salaries)				
0.934	0.625		0.0237	0.0237 Worker's Comp (of gross salaries)				
52.24	40.06			Total Rate per person				
0.755	0.659			gross wages as % of total				
0.245	0.341			fringe benefits as % of total				

Rate Calculation 06-30-18

Development Nevada Development Nevada Patterns Total ICC HOURS Cost HOURS 11 11 12 11 13 11 14 11 15 11 16 11 17 11 18 11 19 11 11 11 11 11	t and Maintenan poulda Amouwr 440.64 440.64 440.64 440.64 440.64 440.64 440.64		Interest Liability Calculation HOURS DOLLAR AMOUNT 8 417, 7 365, 61, 8 417, 5 261, 7 365, 61, 7 365, 8 417,	91 91 91 91 91 91 91 91	CONTRACT 10.553 10.555 10.555 11.255 17.225 20.205 84.010 84.027
	Int and Maintenant Doutan Amouwn 1 440.64 1 440.64			17.91 65.67 65.67 61.19 61.19 65.67 65.67 65.67 65.67	CONTRACT 10.553 10.555 10.555 10.555 10.555 17.225 20.205 84.010 84.027
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HOURS	DOLLAR ANNOUNT 440.64 440.64 440.64 440.64 440.64 440.64 440.64 440.64 440.64	10.553 10.555 10.557 17.225 17.225 20.205 84.010 84.027 93.558		17.91 65:67 65.67 17.91 61.19 65.67 65.67 65.67	CONTRACT 10.553 10.555 17.225 17.225 20.205 84.010 84.027
		10.553 10.555 10.557 17.225 20.205 84.010 84.027 93.558	8 7 7 8 2 7 8 8 9 7 8	417.91 365.67 365.67 417.91 261.19 365.67 365.67 365.67	10.553 10.555 10.557 17.225 20.205 84.010 84.027
		10.555 10.557 17.225 20.205 84.010 84.027 93.558	8 7 2 5 8 7 7	365.67 365.67 417.91 261.19 365.67 365.67 365.67	10.555 10.557 17.225 20.205 84.010 84.027
		10.557 17.225 20.205 84.010 84.027 93.558	0 7 7 5 8 7	365.67 417.91 261.19 365.67 365.67 417 91	10.557 17.225 20.205 84.010 84.027
H H H H H H H H H H H H H H H H H H H		17.225 20.205 84.010 84.027 93.558	8 7 7 5 8	417.91 261.19 365.67 365.67 417.91	17.225 20.205 84.010 84.027
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		84.010 84.027 93.558	7 7 8	365.67 365.67 417 91	84.010 84.027
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		84.027 93.558	8	365.67	84.027
11111111111111111111111111111111111111		93.558	8	417 91	
111111111111111111111111111111111111111					93.558
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		93.563	8	417.91	93.563
11 12 12 12 12 12 12 12 12 12 12 12 12 1		93.658	7	365.67	93.658
11 12 13	1 440.64	93.767	7	365.67	93.767
12	1 440.64	93.778	7	365.67	93.778
12	2 480.70	Welfare	5	261.19	Setup
17		Payroll	5	261.19	Report Prep
24	2 480.70	Check, EF, MW		5,014.90	
12	2 480.70	NDOT			
12	2 480.70	Setup			
	7,691.18				

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Development and Maintenance of Statewide Clearance Patterns			
	Hours	Cast	Rate
		Robbins	40.06
Development of type WF clearance patterns	12 00	480.70	Robbins
		480.70	
Development of type PR clearance patterns			
	12.00	480.70	Robbins
		480.70	
Development of type AD, EF & MW clearance patterns			
	12.00	480.70	Robbins
		480.70	
Development of NDOT type AD, EF & MW clearance patterns			
	12.00	480.70	Robbins
		480.70	
Setup of workpapers for FY 18	12.00	480.70	Robbins
		480.70	
Total:	60.00	2,403.50	

SW Patterns



Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: February 5, 2019

- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Colleen Murphy, Executive Branch Budget Officer Governor's Finance Office, Budget Division
- Subject: BOARD OF EXAMINERS ACTION ITEM

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

DEPARTMENT OF ADMINISTRATION DIVISION OF ENTERPRISE INFORMATION TECHNOLOGY SERVICES

Agenda Item Write-up:

The Department of Administration, Division of Enterprise Information Technology Services, seeks approval for the sixth amendment to the existing master lease agreement with International Business Machines. This amendment increases the maximum amount from \$11,717,676.30 to \$12,045,136.35 due to the purchase/lease of hardware and hardware maintenance and services for the mainframe server.

Additional Information:

This service controls web traffic and ensures that security and maintenance requirements are met. The state runs the risk of not being able to provide adequate or secure state mainframe infrastructure without these services.

Statutory Authority:

Relates to CETS contract #18409 (A6).

REVIEWED:_// ACTION ITEM:



CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1.	. Contract Number:	18409		Amendment Number:	6	
				Legal Entity Name:	INTERNATIONAL BUSINES	SSS MCHNS
	, goney neme	ADMIN - ENTERPRIS	SE IT SERVICES	Contractor Name: Address:	INTERNATIONAL BUSINE	
	Appropriation Unit:				PO BOX 534151 LOCKBO	
	Is budget authority available?:	Yes		City/State/Zip	ATLANTA, GA 30353-4151	
	If "No" please expla	in: Not Applicable		Contact/Phone:	Jelita Holmesly 714-270-34	37
				Vendor No.:	PUR0000395E	
				NV Business ID:	NV2031004664	
	To what State Fisca	I Year(s) will the cont	ract be charged?	2017-2022		
	What is the source of		sed to pay the contract	ctor? Indicate the pe	rcentage of each funding sou	rce if
	General Fur	• • •	X Fees	100.00 % User		
	Federal Fun		Bonds	0.00 %		
	Highway Fu	nds 0.00 %	Other funding	0.00 %	DEC	EIVED
	Agency Reference #					EIVED
2.	. Contract start date:				FEB 1	3 2019
	a. Effective upon B Examiner's appre		or b. other effective of	date 02/14/2017	GOVERNOR'S FI	
	Anticipated BC	E meeting date	04/2019		BUDGET	VISION
	Retroactive?	No				
	If "Yes", please expl	lain				
	Not Applicable					
3.	. Previously Approved Termination Date:	d 05/31/2022				
	Contract term:	5 years and 1	06 days			
4.	. Type of contract:	Lease/Purcha	se Agreement			
	Contract description	n: Mainframe Ste	orage			
5.	. Purpose of contract					
	This is the 6th ame required to upgrad	endment to the mast le to the current AIX 717,676.30 to \$12,04	backup and storage	e equipment. This a	M Mainframe storage Equip amendment increases the m ardware and software for th	naximum
6.	CONTRACT AMEN					
			Trans S	Info Acc	um \$ Action Accum \$	S Agenda
	1. The max amo contract:	ount of the original	\$91,035.77	7 \$91,03	35.77 \$91,035.77	Yes - Action
	a. Amendme	nt 1:	-\$973.17	7 -\$97	73.17 -\$973.17	' No
	b. Amendme		\$934,904.58	3 \$933,93	31.41 \$933,931.41	Yes - Action
	c. Amendme		\$9,234,996.00	\$9,234,99	96.00 \$9,234,996.00) Yes - Action
	d. Amendme		\$165,951.36	5 \$165,95	51.36 \$165,951.36	Yes - Action
	e. Amendme	nt 5:	\$1,291,761.76	5 \$1,291,76	\$1,291,761.76	Yes - Action
	2. Amount of cu (#6):	urrent amendment	\$327,460.0	5 \$327,46	30.05 \$327,460.05	Yes - Action

amount:

New maximum contract

3.

\$12,045,136.35

What conditions require that this work be don	7.	7.	What	conditions	require	that	this	work	be	done
---	----	----	------	------------	---------	------	------	------	----	------

The current equipment will not fulfill the requirements of the IRS audit of Health and Human Services which requires that all data leaving the State IBM mainframe via Wide Area Network (WAN) or Local Area Network (LAN) be encrypted by October 1, 2013, a deadline established by Obama Healthcare for data at rest to be stored.

8. Explain why State employees in your agency or other State agencies are not able to do this work: Lack of expertise. 9. Were quotes or proposals solicited? No No Was the solicitation (RFP) done by the Purchasing Division? a. List the names of vendors that were solicited to submit proposals (include at least three): Not Applicable b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing) Approval #: 170102 Approval Date: 01/25/2017 c. Why was this contractor chosen in preference to other? WSCA contract terms have been competitively bid and the operating lease terms are better than the contract WSCA prices, the competitive bid is not necessary. d. Last bid date: Anticipated re-bid date: 10. Does the contract contain any IT components? Yes III. OTHER INFORMATION 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain No Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified Yes agency has been verified as satisfactory: 2013 to current, DOA - Enterprise IT Services, satisfactory 14. Is the contractor currently involved in litigation with the State of Nevada? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Not Applicable 15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation 16. a. Is the Contractor Name the same as the legal Entity Name? Yes 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: User Signature Date Approval Level 02/13/2019 11:41:42 AM Budget Account Approval ddav12

Division Approval	ddav12	02/13/2019 11:41:50 AM
Department Approval	ddav12	02/13/2019 11:41:58 AM
Contract Manager Approval	ddav12	02/13/2019 11:42:05 AM

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AMENDMENT No. <u>6</u> to MASTER LEASE AGREEMENT BETWEEN THE STATE OF NEVADA and IBM CREDIT LLC

1. <u>AMENDMENTS</u>. For and in consideration of mutual promises and other valuable consideration, all provisions of the original Master Lease Agreement No. **067808063G**, with an effective date as of **March 2017**, attached hereto as Exhibit A, remain in full force and effect with adding the following documents:

Exhibit 1, consisting of IBM Credit LLC Lease/Purchase Supplement No. 061071, together with IBM Credit LLC Certificate of Acceptance No. 061071001, IBM Credit LLC Lessee's Certificate and IBM Credit LLC Lease Payment Schedule, for prepaid maintenance and software for Carson City as described therein; and

Exhibit 2, consisting of IBM Credit LLC Lease/Purchase Supplement No. 061072, together with IBM Credit LLC Certificate of Acceptance No.061072001, IBM Credit LLC Lessee's Certificate and IBM Credit LLC Lease Payment Schedule, for prepaid maintenance and software for Las Vegas as described therein; and

Exhibit 3, consisting of IBM Credit LLC Master Lease Agreement Schedule No. 061070, together with IBM Credit LLC Certificate of Acceptance No. 061071001, for one 2 9009 22A IBM Power System S922 and 2 8960 F24 Storage Networking San24B-6 for Carson City as described therein; and

Exhibit 4, consisting of IBM Credit LLC Master Lease Agreement Schedule No. 061074, together with IBM Credit LLC Certificate of Acceptance No. 061074001, for 1 9009 22A IBM Power System S922 and 2 8960 F24 Storage Networking San24B-6 for Las Vegas as described therein; and

2. <u>INCORPORATED DOCUMENTS</u>. Exhibit A (Master Lease Agreement, including previous amendments) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. <u>REQUIRED APPROVAL</u>. This amendment to the original Master Lease Agreement shall not become effective until and unless approved by the Nevada State Board of Examiners.

Supplement No: 061071

Lease/Purchase Master Agreement No.: 067808063G

Lessee Name and Address: STATE OF NEVADA 575 E THIRD ST ENTERPRISE INFO TECH SERVICE CARSON CITY NV 89701-4763

Lessor Name and Address: IBM Credit LLC 7100 Highlands Parkway Smyrna, GA 30082 igfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") Is executed between STATE OF NEVADA ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: February 28, 2019

Supplier: SIRIUS COMPUTER SOLUTIONS INC

Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	1	9SW1 IBM SOFTWARE	36	38,533.98	2.86	March 2019
2	1	9MT3 IBM IBM PREPAID MAINTENANCE	36	7,793.15	4.97	March 2019
			TOTALS	46,327.13		

SPECIAL TERMS AND CONDITIONS:

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.
- The parties agree that (i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and (ii) this Supplement must be fully executed and received by Lessor by the Quote Validity Date llsted above.

ADDITIONAL TERMS AND CONDITIONS:

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provided for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lesse's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not gualify under Section 103(a) of the Code.

Z126-6420-US-01 (05/2015)

	IBM Credit LLC	
Supplement No: 061071	Lease/Purchase Supplement	Page 2 of 2

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Agreed to: STATE OF NEVADA	Agreed to: Ascound as the tam STATE OF NEVADA
By:	By:
Authorized signature	Authorized signature
Name (type or print): DAUE KAWS	Name (type or print): Juffrey D. Menscucc.
Title (type or print): ECTS ADMAN	Title (type or print): Sr. Degraty Attorney beneral
Date: 1/89/19	Date: 6 Feb 19
Agreed to STATE OF NEVADA	Agreed to: IBM CREDIT LLC
By: Authorized signature	By: <u>Thenew Green</u>
Name (type or print):	Name (type or print): Thomas Greene
Title (type or print): Aun histerter	Title (type or print): <u>Customer Relationship Representative</u>
Date: 2-13-2019	Date: 1/15/19

Lessee's State of Organization: NV

Agreed to: STATE OF NEVADA

By: Authorized signature

Name (type or print):

Title (type or print):

Date: _____

Schedule/Agreement No.: 061071 Certificate of Acceptance No.: 061071001

IBM Credit LLC Certificate of Acceptance

Lessee/Borrower Name ("Client") and Address: STATE OF NEVADA 575 E THIRD ST ENTERPRISE INFO TECH SERVICE CARSON CITY NV 89701-4763 Lessor Name and Address: IBM Credit LLC 7100 Highlands Parkway Smyrna, GA 30082 igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

Client Reference: Payment Period: Monthly Payment Type: Arrears

TAX-EXEMPT FINANCING TRANSACTION(S)				
Qty.	Property Description	Original Term (months)		
1	9SW1 IBM SOFTWARE	36		
1 9MT3 IBM IBM PREPAID MAINTENANCE		36		

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC In soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to incept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Schedule/Agreement No.: 061071 Certificate of Acceptance No.: 061071001

IBM Credit LLC Certificate of Acceptance

Page 2 of 2

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

(MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to: STATE OF NEVADA	Agreed to: STATE OF NEV
By:	By:
Authorized signature	Authorized s
Name (type or print): DADe HAUS	Name (type or pr
Title (type or print): EITS ADmin	Title (type or prin
Date: 1/29/19	Date:
Agreed to: STATE OF NEVADA	
By:	
Authorized signature	5
Name (type or print):	
Title (type or print):	
Date:	

ADA

By: Authorized signature	
Name (type or print):	
Fitle (type or print):	
Date:	
	D

Z126-5787-US-02 (06/2015)

State of Nevada Department of Administration

Purchasing Division

515 B. Musser Street, Sulte 300 Curson City, NV 89701



Brian Samioval Governor

Patrick Cotes Director

Jefftey Hoag Administrator

Purchasing	Use Only:
Approval#:	170704

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:					
	State Agency:	EITS				
1a	Contact Name and Title		Phone Number	Email Address		
	Kathleen McLaughlin, Mainframe Systems ITM		(775) 684-4325	kfmclaug@admin.nv.gov		
- 1		a filling of the second s	a second s			

_	Vendor Information:		
	Identify Vendor:	Sirius Coniputer Solutions	
支援	Contact Name:	John Stransky	
10	Address:	10100 Reunion Place, Ste 500, San Antonio, TX 78216	
	Telephone Number:	(702) 612-3684	
	Email Address:	john.stransky@siriuscom.com	
	Wandor Sinformation:		
	Identify Vendor:	IBM Global Financing	
	Contact Name:	Jelita Holmesly / John Belanger	
調査部	Address;	Lockbox 534151, Atlanta, GA 30353	
	Telephone Number:	(714) 270-3437 / (714) 815-8049	
	Email Address:	jelita@us.ibm.com/irbelanger@us.ibm.com	

	Type of Waiver Requested - Check	
1e	Sole or Single Source; Anternation and the party	X.mb
	Professional Service Exemption:	

	Contract Information:						
	Is this a new Contract?	Yes	X '	No			
1ð	Amendment:	#			•		
	CETS:	#					

	Term:		v.
10	One (1) Time Purchase:	1	es have been as a subsected a
	Contract:	Start Date:	08/01/2017 End Date; 07/31/2021

	Funding:	
If	State Appropriated:	Internal service funds
	Federal Funds:	

-	Grant Funds:	
	Other (Explain):	
	Total Estimated Value of the	Service Contract, Amendment or Purchase S19.5 mil (over A years)

AIX Hardware including maintenance/support 1g Mainframe Hardware including maintenance/support Software (including ELA of \$9 million) Services implementation/enhancements \$1.1 million \$3 million \$15 million \$350,000

Provide a description of work/services to be performed or commodity/good to be purchased:

Purchasing upgrade and/or replacement hardware for the North and Sonth Mainframe enterprise
 CPU, direct access storage, and virtual tape libraries. Procuring associated installation services required for successfully completing Mainframe hardware upgrades and refreshes. Obtaining new and replacement IBM Mainframe product software licenses.

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

The LBM business model requires customers go through their business partners to purchase their lardware because they do not sell hardware directly to customers. Sirius is a value added resellerwhom EITS has a long history collaborating with to provide the State of Nevada hardware equipment refreshes at pricing levels lower than the State Government standard pricing. They have historically and continue provide the EITS datacenter with exceptional customer service. Their technical staff is composed of highly skilled industry experts, who expeditionaly respond. When EITS needs assistance resolving problems or requests technical assistance with the EITS Mainframe hardware and software enterprise they are our number one support vehicle.

The EITS North and South Mainframe enterprise is composed of a highly complex and intricate IBM hardware configuration. To successfully function, the EITS Mainframe hardware configuration must have its internal software and the EITS specific enterprise configurations correctly co-defined at time of fuardware installation. Sirius has worked diligently to comprehensively understand EITS' configuration and learn EITS' operation flow.

The Mainframe platform's core operating system is IBM's z/OS which can only be purchased either directly from IBM or through an IBM business partner.

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

4 When service providers provide a proposal for hardware costs the pricing is based with the consideration they will be completing the entire project including performing the necessary services detailed in their submitted Scope of Work. To educate an ontside vendor on the intricacies of EITS' Mainframe hardware enterprise would be exhaustive and counterproductive to business and result in an increase of the overall project cost.

The operating system for Mainframe technology can only be purchased directly from IBM or from an

3

IBM business partner. Supplemental operating system software products which enhance mainframe functionality are sold by other vendors, yet their pricing is oftentimes greater than IBM's.

 Were alternative services or commodities evaluated? Check One.
 Yes:
 X
 No:
 X

 a.
 If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.

BITS periodically reevaluates its Mainframe supplemental software seeking the lowest priced equitable products available; however, non-IBM Mainframe products are frequently priced higher than IBM's.

5

b. If not, why were alternatives not evaluated?

Over the past six plus years, EITS has built a complex Mainframe enterprise, and Sirius has a comprehensive knowledge of the required hardware purchases specific to upgrading EITS' hardware to keep the enterprise supported and current.

	One. Note: If your p waiver(s), a copy or c this request.	previous purchase opies of <u>ALL</u> prev	or commodity in the past? Check (s) was made via solicitation lous waivers <u>MUST</u> accompany	Yes:	No:	x
	a. If yes, starting wi with this vendor, information:	the entire ase provide	relations the follow	iip ving		
5	Term Start and End Dates	Value	Short Description		Type of Procuremen RFP#, RFQ#, Waiver	
		\$		- Andrewson		100 100
		\$			- 1 C	
		\$				
		\$				-
		\$				

What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?

Not using a vendor who comprehensively understands the complexities of the EITS Mainframe enterprise can result in extensive delays, as the other vendor would require being meticulously

7 educated on our hardware configuration. Using a different vendor puts EITS at risk of getting an improperly and/or incompatible hardware solution and a mismatched software operating system. Hardware and software installation delays can potentially place the entire Mainframe infrastructure at risk for an enterprise-wide cataclysmic failure if the upgrade is not accurately configured and completed before reaching its end-of-life.

Solicitation Walver

Revised: November 2016

Page 3

What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?

Going outside of the IBM Mainframe hardware and/or software solution would require an entire conversion and replacement of existing Mainframe related CPUs, disk arrays, and virtual tape

8 subsystems. When service providers provide a proposal for hardware costs the pricing is based with the consideration they will be completing the entire project including performing the necessary services detailed in their submitted Scope of Work. Sirius continues to negotiate pricing to a level that is lower than the State Government standard pricing. Allowing another vendor to complete the Statement of Work services for hardware installations, will most likely result in an overall increase to the project cost.

 Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information</u> included on Page 2. Section 9 of the instructions.
 X
 No:

 a. If yes, please provide details regarding future obligations or needs.
 X
 No:

 The State will be obligated to purchase future upgrade equipment and operating system software from IBM to replace existing equipment and products, as support will eventually expire.

 Additionally, the directive for acquiring this type of hardware equipment has been to process via an operating lease.

9

By signing below, I know and understand the contents of this Solicitation Walver Request and Justification and attest that all statements are true and correct.

Print Name of Agency Representative Initiating Request

Signature of Agency Head Authorizing Request

Agency Representative Initiating Request

Print Name of Agency Head Authorizing Request

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(s)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed: 17:20 Administrator, Purchasing/Division or Designee Solicitation Walvar Revised: November 2016 Page S

LEASES SUMMARY

BOE #		LESSEE		LESSOR	AMOUNT	
	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES			HFRM II, INC.	\$4,643,718	
1.		This is an extension	on of an existing	g lease.		
		Term of Lease:	03/01/2019 - 02/29/2029	Located in Carson City	Image: style	
	DEPARTMENT OF MOTOR VEHICLES			O'FLAHERTY RENTALS, LLC	\$184,023	
	This lease was negotiated to relo			cate to a more central location in Ely.		
2.		Term of Lease:	07/01/2019 - 06/30/2024	Located in Ely		
	DEPARTMENT OF NEVADA HIGHWA			STOREY COUNTY	\$0	
3.		This lease was negotiated at z occupancy of November 1, 2018		ero cost. Storey County has agr	eed to an early	
		Term of Lease:	12/01/2018 - 11/30/2023	Located in Sparks		

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

	For Budget Division U	se Only /	10
Reviewed by:	Sal	21	6/19
Reviewed by:	ma	al	1.0
Reviewed by:	all	01-	117
			7

STATEWIDE LEASE INFORMATION FIRST AMENDMENT

					FIRST AMENDA	TENT		
1	1.	Agency:	Department	of Health a	nd Human Servic	es		
	-	U			Supportive Servi			
			1470 College			000		
			Carson City,		706			
			Barbara Smi					
					.684.0681 basm	ith@dwee nv aov	,	
		Bomarka						
		Remarks:			exercises the pre-	negotiated extent	ion terms and includes te	anant requested
			improvement	ts.				
		Exceptions/Special notes:						
	2.	Name of Lessor:	HFRM II, Inc					
	3.	Address of Lessor:	2051 Hilltop I	Drive Suite	A-18		Statement of	
	э.		Redding, Cal				RETROACT	11/1-
		Drements contracts						IVE
	4.	Property contact:	Bay Vista Pro		igement, Inc	<u>R</u>		
			c/o GEN III, L			_	kan boe 😪	
			725 Folger A			à.		
			Berkley, Calif	oma 9471()		NON BOE	
			Jan Pratt	7 201 40	EAD OVE APAA	on@boundet		1
	_				510.845.1544 j	an@bayvistapm.	COM ANALYST IN	TIALO
	5.	Address of Lease property:	1470 College					I THALS
			Carson City, I	Nevada 897	06			
		Sauge Factores	Rentable		/			
		a. Square Footage:	Usable	43,000				
		b. Cost:	cost per	# of	cost per year	time frame		Approximate
			month	months in	oost per year			
			monar	time frame				cost per square
			1					foot
	I	ncrease %	\$ 67,450.00	12	\$809,400.00	March 1 2010	February 29, 2020 /	¢1 55
			\$ 70,116.00	12			February 29, 2020 /	\$1.55 \$1.61
			\$ 70,116.00	12			February 29, 2021	\$1.61
			\$ 72,888.64	12			February 29, 2022 -	\$1.68
			\$ 72,888.64	12			February 29, 2023	\$1.68
	c	Total Lease Consideration		60	\$4,241,511.36	11101011, 2020	1 Oblidary 20, 2024	φ1.00
			\$ 74,972.19	12		March 1 2024 -	February 29, 2025	\$1.74
			\$ 74,972.19	12	\$899,666.28		February 29, 2026	\$1.74
			\$ 77,971.07	12	\$935,652.84		February 29, 2027	\$1.81
			\$ 77,971.07	12	\$935,652.84		February 29, 2028	\$1.81
			\$ 81,089.92	12	\$973,079.04		February 29, 2020	\$1.89
	C			60	\$4,643,717.28		. Jonuary 20, 2020	ψ1.03
	d			No	180 Renewal	orma:	One (1) Prenegotiated	Torm
							5%/90	
	e f.	1	# of Days requ Five (5) Years		30 Holdover	lerms:	076/90	
			Landlord	Tenant				325700
	g			Tenant				692
	h			Tenant	3 day 5 day			
	i.						ural 5 day Other (see special	notes)
2	ן. ר					Minor: ILandlor	dTenant	13230 04041
	k			\$2.01 - \$2.10 - R		المتعالية فالمعالية	333-6411-SI	Jackso
	. m	Specific termination clause			Breach/Default la		Pert prot	CAT 23
-		n. Lease will be paid for by A				3228-32,5	1-410	10094
6	. P	urpose of the lease:	To house the [Division of V	Velfare and Supp	ortive Services	CATO4	
7	. Т	his lease constitutes:		An extensio	n of an existing le	ase	3225759 R	ECEIVED
					to current facilitie		ark)	
					(requires a rema			ED - 5 2010
					on (requires a re			EB - 5 2019
				Remodeling				
				Other			GOVER	NOR'S FINANCE OFFICE
	-	Estimated Evidences	_		Eurojobinaci do (0		SUDGET DIVISION
	a.	Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.0	0	Data/Phones: \$0.00	

Page 1 of 2

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET. Yes_____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

' 9 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20081316592	Exp:	9/30/2019	253
b.	The Contractor is registered with the N	levada Secretary of State's Office as a:	LLC 🗆 IN	C 🖸 CORP 🗌 LP	
c.	Is the Contractor Exempt from obtaining	ng a Business License:	YES	⊡ NO	
	*If yes, please explain in exceptions se	ection			
d.	Is the Contractors Name the same as	the Legal Entity Name?	YES		
	*If no, please explain in exceptions see	ction			
e.	Does the Contractor have a current Ne	evada State Business License (SBL)?	VES	□ NO	
	*If no, please explain in exceptions see	ction			
f.	Is the Legal Entity active and in good s	standing with the Nevada Secretary of State	s ⊡YES	□ NO	
g.	State of Nevada Vendor number:	T27021729			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a.	I/we have considered the reasonableness of the terms of this lease, including	cost	
		YES	Пио
Ь.	I/we have considered other state leased or owned space available for use by the	his agency	
		YES	⊡ NO

Authorized Signature Public Works Division

11

For Board of Examiners

√YES

NO

Steve Sisolak Governor

Carson City Offices:

Public Works Section 515 E. Musser Street, Suite 102 Carson City, Nevada 89701-4263 (775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section (775) 684-1800 • Fax (775) 684-1821

Leasing Services Section (775) 684-1815 • Fax (775) 684-1817

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION



PUBLIC WORKS DIVISION

Patrick Cates Director

Ward D. Patrick, PE Administrator

Las Vegas Offices:

Public Works Section 2300 McLeod Street Las Vegas, Nevada 89104 (702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section 2300 McLeod Street Las Vegas, Nevada 89104 (702) 486-4300 • Fax (702) 486-4308

MEMORANDUM

Date: February 6, 2019

To: Bessie Woolridge, Budget Analyst

From: Leanne Lima, Leasing Services Manager llima@admin.nv.gov (775) 684-1824

Subject: 1470 College Parkway, Carson City

As requested, this memo is a clarification for a retroactive start date of March 1, 2019 for the leases referenced above, which house the Division of Welfare and Supportive Services.

Due to the unanticipated signature process this lease was delayed.

Thank You,

Leanne Lima Leasing Services Manager

For Budget Division Use Only	1	alia
Reviewed by:		711
Reviewed by:	-	
Reviewed by:		

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

			STATE	VIDE LEASE INF	ORMATION		
	1. Agency:	Department		hicles			
		555 Wright V					
		Carson City,		711			
		Contact: Gar		Ema (775) 604 4	200 Emails aisman(
					692 Email: gjones0		
	Remarks:					ation to a more central	
						/ facility to standard of	
		conditions ar	d provide re	equired maintena	nce under the terms	s of the Lease Agreem	ient.
	Exceptions/Special notes:					ure client privacy, impr	roved flooring in
		main lobby a	ea and upg	raded breakroom	area as part of lea	se agreement.	
2	2. Name of Lessor:	O'Flaherty Re	entals, LLC				
3	 Address of Lessor: 	965 Pioche H	lighway				
		Ely, Nevada 8	39301				
4	 Property contact: 	John O'Flahe					
		Phone (775) 2	289-2801 F	ax (775) 289-397	'5 Email'oflahertyp	h@sbcglobal.net	
5	. Address of Lease property:	480 Campton	Street				
	1 1 3	Ely, Nevada 8					
		Rentable					
	a. Square Footage:	 √Usable	3,175				
	b. Cost:	cost per	# of	cost per year	time frame		Actual
	<i>b.</i> 0000	month	months in	cootpor your			cost per square
			time frame				foot
	Increase %	\$ 3,016.25	<u>12</u>	\$36,195.00	July 1, 2019 - June		\$0.95
		\$ 3,016.25	12	\$36,195.00	July 1, 2020 - June		\$0.95
		\$ 3,079.75	12	\$36,957.00	July 1, 2021 - June		\$0.97
		\$ 3,079.75	12 12	\$36,957.00	July 1, 2022 - June		\$0.97 \$0.99
	2% c. Total Lease Consideration		60	\$37,719.00 \$184,023.00	July 1, 2023 - June	50, 2024	\$U.99
				90 Renewal	orme:	One identical term	
	d. Option to renew: e. Holdover notice:			30 Holdover		5% / 90	
		# of Days requ Five (5) years	llieu	noluovei	lenns. c	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
			Tenant				
	J	✓ Landiord	Tenant				
	i. Janitorial:	Landlord	Tenant	☑3 day	Rural 3 day Rura	5 day Other (see special	l notes)
	j. Repairs:	Major: ⊡La	ndlord	Tenant	Minor: 🗹 Landlord	Tenant	
	k. Comparable Market Rate:	1	Not Available - F				•
	I. Specific termination clause			Breach/Default la			
	m. Lease will be paid for by A				4735		
6.	Purpose of the lease:	To house the I	Department	of Motor Vehicles	3		
7.	This lease constitutes:		An extension	n of an existing le	ase		
					s (requires a remar	k)	
				(requires a rema			
				on (requires a re	mark)		
			Remodeling	only			
			Other				
	a. Estimated Expenses:	Noving: \$5,000	00	Furnishing	s: \$12,000.00 D	ata/Phones: \$3,500.0	n
	and the second of the second s			- surnering			



JAN 1 8 2019

GOVERNOR'S FINANCE OFFICE BUDGET DIVISION

2

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET. Yes_____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Authorized Agency Signature

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20071746105	Exp:	11	/30/2019	 5
b.	The Contractor is registered with the N	levada Secretary of State's Office as a:		LLC 🗹 INC	CORP LP	
C.	is the Contractor Exempt from obtainin	g a Business License:		YES	√ NO	
	*If yes, please explain in exceptions se	ection				
d.	Is the Contractors Name the same as t	he Legal Entity Name?		✓YES	⊡no	
	*If no, please explain in exceptions see	tion				
e.	Does the Contractor have a current Ne	vada State Business License (SBL)?		V YES	NO	
	*If no, please explain in exceptions sec					
f.	Is the Legal Entity active and in good s	tanding with the Nevada Secretary of State	s	✓YES		
g.	State of Nevada Vendor number:	T80692360				

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

I/we have c	considered the reasonableness of the terms of	this lease, including cost	
		V YES	NO
I/we have c	considered other state leased or owned space a	available for use by this agency	
		✓YES	□no
2		EILS	

Date

Authorized Signature Public Works Division 🕦 PS For Board of Examiners

NO

✓YES

Page 2 of 2

	For Budget	Division	Use Only		
Reviewed by:	V	5	2	15	19
Reviewed by:	,				
Reviewed by:					

			STATEW	IDE LEASE INF	ORMATION		
1.	Agency:	Department of Highway Patr 555 Wright W	ol Division	fety			
		Carson City, I		'11			
		Charlene Boe		• •			
		775.684.4698	B Fax: 775.		gle@dps.state.nv.		
	Remarks:	This lease wa 1, 2018.	is negotiate	d at a zero cost. \$	Storey County has	agreed to an early occ	cupany of November
	Exceptions/Special notes:	DPS to provid	le janitorial.				
2.	Name of Lessor:	Storey County	1				
3.	Address of Lessor:	PO Box 176					
		Virginia City, I	Nevada 894	40			
4.	· · • · · · · · · · · · · · · · · · · ·	Dave Ballard 775.847.0930	Fax: 775.8	847.0949 dballa	rd@storeycounty.	org	
5.	reasons and here here here here here here here her	1705 Peru Dri Sparks, Neva					
	a. Square Footage:	Rentable Usable	393				
			# of months in	cost per year	time frame		Actual cost per square
			time frame				foot
	Increase %	\$ -	12	\$0.00		- November 30, 2019	\$0.00
	[\$ -	12	\$0.00		- November 30, 2020	\$0.00
		\$ -	12	\$0.00		- November 30, 2021	\$0.00
		\$ -	12	\$0.00	THE REPORT OF A REAL PROVIDED AND A REAL PROVIDA RE	- November 30, 2022	\$0.00
	L	\$ -	12	\$0.00	December 1, 2022	- November 30, 2023	\$0.00
	c. Total Lease Consideration		60	\$0.00			
				90 Renewal 1		Ninety day notice to re	new
		# of Days requ	in ou	90 Holdover	terms:	Month to Month	
		Five (5) Years					
	g. i det in de transfer in		Tenant				
	The Orandool		Tenant			rał 5 day 🔽 Other (see specia	al notac)
	i. oomon		Tenant	3 day 5 day	Rural 3 day Run Minor: Landlord		a notes)
		megen					
	k. Comparable Market Rate:		\$1.68 - \$2.11 - R	Breach/Default la	ock of funding		
	 I. Specific termination clause m. Lease will be paid for by Ag 				4713		
6		To house the I					
	This lease constitutes:			n of an existing le	ase		
					s (requires a rema	ark)	
				(requires a rema	• •		
				ion (requires a re			
			Remodeling				
			Other				
	a. Estimated Expenses:	Moving: \$0.00		Furnishing	is: \$0.00	Data/Phones: \$0.00 -	provided by Lessor



FEB - 5 2019

GOVERNOR'S FINANCE OFFICE

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET. Yes_

__ No ____ Dec Unit _

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

IOUS Authorized Agency Signature



For Public Works Information:

8. State of Nevada Business License Information:

а.	Nevada Business ID Number: Exempt	Exp:		6
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:		RPOLP	
Ç.	Is the Contractor Exempt from obtaining a Business License:	WYES	OND.	
	*If yes, please explain in exceptions section			
d.	Is the Contractors Name the same as the Legal Entity Name?	W YES		
	"If no, please explain in exceptions section			
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Pres	<u> no</u>	-
	*If no, please explain in exceptions section			
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	s 🗹 VES	NO	1
g.	State of Nevada Vendor number: T80054670			1
				1

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a.	I/we have considered the reasonableness of the terms of this lease, including cost		5
		Pyes	NO
<u>ь</u> .	I/we have considered other state leased or owned space available for use by this a	jency	
		(2)YES	NO
	2.24		
0			
4	and land suite		

Date

NO

Authorized Signature **Public Works Division**

> For Board of Examiners **YES**

> > Page 2 of 2

Steve Sisolak Governor

Deonne Contine Director

Ward D. Patrick, PE **Administrator**

Carson City Offices: Public Works Section 515 East Musser Street, Suite 102 Carson City, Nevada 89701-4263 (775) 684-4141 | Fax (775) 684-4142

Buildings & Grounds Section (775) 684-1800 | Fax (775) 684-1821

Leasing Services Section (775) 684-1815 | Fax (775) 684-1817

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Public Works Division

Las Vegas Offices: Public Works Section 2300 McLeod Street Las Vegas, Nevada 89104-4136 (702) 486-5115 | Fax (702) 486-5094

Buildings & Grounds Section (702) 486-4300 | Fax (702) 486-4308

MEMORANDUM

Date: February 25, 2019

To: Jim Rodriguez, Budget Analyst

Leanne Lima, Public Works Division, Leasing Services From: llima@admin.nv.gov 775-684-1824

Subject: For placement on March's BOE meeting

STOREY COUNTY - Department of Public Safety, Highway Patrol Division, 1705 Peru Drive, Sparks

As requested, this memo is a clarification for a retroactive start date of December 1, 2018 for the lease Dated October 15, 2018. This is a lease for a new location, in order to collocate with the County. This lease required the approval of the Storey County board, which delayed the signature process.

Leases require signatures from the Lessor (Landlord), the Tenant (Program Administrator and Director), the Attorney General's Office, the Lessee (Administrator of Public Works Division) prior to submittal and final execution of the lease at the Board of Examiner's meeting. Each of the signers has their own review procedures which can cause a delay from the date the lease is prepared, to the transmittal date to the Parties for review. If a review from a Party takes over two weeks, it will delay the process.

Thank you,

Leanne Lima Leasing Services Manager

BOE						EXCEPTIONS FOR			
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS AND/OR EMPLOYEES			
		GOVERNOR'S OFFICE		FEDERAL	\$73,500	Exempt			
	018		HIGHER EDUCATION						
	010	WORKFORCE	OBO –UNIVERSITY OF						
1.		INNOVATION	NEVADA, LAS VEGAS						
	Contract		agreement that provides			ecome qualified			
	Description:		rease the number of Certi						
	Decemption.	Term of Contract:	01/08/2019 - 03/20/2020		I •				
		GOVERNOR'S OFFICE		FEDERAL	\$248,082	Exempt			
	018	- OFFICE OF	HIGHER EDUCATION						
	010	WORKFORCE	OBO –UNIVERSITY OF						
2.			NEVADA, LAS VEGAS						
	Contract		greement to provide prog						
	Description:		epresented populations, a		nip opportunitie	es.			
		Term of Contract:	02/12/2019 - 12/31/2020		· · · · · · · · · · · · · · · · · · ·	I <u></u>			
		GOVERNOR'S OFFICE		GENERAL	\$375,021	Exempt			
		- OFFICE OF	EMPLOYMENT,						
		WORKFORCE	TRAINING &						
		INNOVATION -	REHABILITATION						
		NEVADA P20	DIVISION, NEVADA						
		WORKFORCE	SYSTEM OF HIGHER						
3.		REPORTING	EDUCATION, NEVADA						
			DEPARTMENT OF						
			EDUCATION						
		This is a new interlocal agreement between the Department of Employment, Training and Rehabilitation,							
		Nevada System of Higher Education and the Nevada Department of Education for the maintenance and							
	Description:		e Longitudinal Data Syste						
			07/01/2018 - 06/30/2021		· · ·	I			
			PISANELLI BICE, PLLC		\$450,000	Exempt			
	030	GENERAL'S OFFICE –		SETTLEMENT					
		SPECIAL		FUNDS					
		LITIGATION FUND							
4.			provide outside counsel			_			
	Contract		r actions before the U.S.			-			
	Description:		to Yucca Mountain as well	l as the proposed storag	ge of weapons	grade plutonium			
	•	at Nevada National Secu	-						
		Term of Contract:	02/01/2019 - 06/30/2020		• · • • • • • •				
		ATTORNEY	CASEY NEILON, INC.	OTHER:	\$126,000	Professional			
	030	GENERAL'S OFFICE -		TORT FUND		Service			
		TORT CLAIMS FUND							
5.			provide the annual finar						
		-	rates planning, fieldwork	, completion and evalu	ation and fina	ancial statement			
	Description:	preparation and review p		0					
		Term of Contract:	07/01/2019 - 06/30/2023	Contract # 21454					

						EXCEPTIONS FOR		
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS		
#						AND/OR		
						EMPLOYEES		
			PGAL, LLC	BONDS	(\$244,020)	Professional		
		ADMINISTRATION -				Service		
	082	WORKS - NEVADA SYSTEM OF HIGHER						
		EDUCATION CIP						
		PROJECTS - CCSN -						
		NON-EXEC						
6.		This is the first amendme	ent to the original contract	which provides profess	sional architect	tural/engineering		
		services for the University	of Nevada, Las Vegas Co	ollege of Engineering Ac	ademic and R	esearch Building		
		Advance Planning CIP pr						
		structures, site work, land						
		111541. This amendmer						
		removal of the interior re				est drills holes, a		
		Construction Manager at			avings.			
			12/12/2017 - 06/30/2021 CLARK COUNTY		\$103,382,599			
		HEALTH AND HUMAN		INTER-	φ103,362,599			
		SERVICES - HEALTH		GOVERNMENTAL				
	403	CARE FINANCING AND		TRANSFER				
		POLICY – INTER						
		GOVERNMENTAL						
7.		TRANSFER PROGRAM						
		This is a new interlocal a	greement that continues	the receipt of funds to s	support the sta	te's share of the		
			elemental inpatient, outpatient and Graduate Medical Education Upper Payment Limit program for					
		non-state, governmental						
		payment program. The s	supplemental program page	ys the difference betwee	en the Medical	id payments and		
		the Medicare amount	07/04/0040 00/00/0004	O a ustra at 11 04 457				
			07/01/2018 - 06/30/2021 CLARK COUNTY		¢127 /1/ 021			
		HEALTH AND HUMAN		INTER-	\$137,414,021			
		SERVICES - HEALTH		GOVERNMENTAL				
		CARE FINANCING AND		TRANSFER				
		POLICY – INTER						
8.		GOVERNMENTAL						
		TRANSFER PROGRAM						
		This is a new interlocal a	greement that continues	the receipt of funds to s	upport the sta	te's share of the		
	Contract	supplemental Disproporti	onate Share Hospital pro	gram for hospitals that	serve a dispro	portionate share		
	Description:	of uninsured, indigent and						
		Term of Contract:	07/01/2018 - 06/30/2021	Contract # 21460				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE		EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
	403	HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID		FEDERAL	\$30,480,255	
9.	Contract Description:	reimbursement methodol requirements by the entity provide services and bill Nevada Medicaid State P	the Medicaid fiscal agent	ortation to Medicaid reci pe of reimbursement me for services rendered in Services Manual.	pients and def ethodology. Tl	ine the reporting ne contractor will
10.	550	DEPARTMENT OF AGRICULTURE - PLANT INDUSTRY	NEVADA SYSTEM OF HIGHER EDUCATION OBO - DESERT RESEARCH INSTITUTE	GENERAL	(\$161,653)	
	Contract Description:	This is the first amendme monitoring in support of of from \$243,400 to \$81,746 Term of Contract:	drought monitoring activiti	es. This amendment de monitoring activities afte	creases the m	
	654	DEPARTMENT OF PUBLIC SAFETY - DIVISION OF EMERGENCY MANAGEMENT	ALERTSENSE, INC.	FEDERAL	\$34,950	
11.			Warning System. This a D20 and increases the ma the Integrated Public Ale the continued need for th 05/16/2018 - 08/31/2020	amendment extends the eximum amount from \$2 ort and Warning System nese services.	termination d 4,950 to \$59,9 Spanish Lang	ate from August 00 and changes juage Translator
	655		DATAWORKS PLUS, LLC	FEE: ADMINISTRATIVE SERVICE	\$156,665	
12.	Contract Description:	maintenance support for This amendment extends maximum amount from \$		tional Institute of Stand March 31, 2019 to Mar 5 due to the continued r	ards and Tecl ch 31, 2023 a	nnology System. nd increases the

		SOLICITATIONS AND/OR EMPLOYEES
DEPARTMENT OF DESIGN WORKSHOP, GENERAL CONSERVATION AND INC. 704 NATURAL RESOURCES – 13. STATE PARKS	\$70,525	
This is a new contract to provide data collection and analysis of current and	d projected re	ecreation trends
Contract within Lake Tahoe Basin as it relates to Van Sickle Bi-State Park.		
Description: Upon Approval - Term of Contract: 09/30/2019 Contract # 21490	* = • = ••	
14. DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION CREICO ENTERPRISES, LLC GENERAL	\$59,540	
Contract Elko.	nern Region	Headquarters in
Description: Upon Approval - Term of Contract: 06/30/2019 Contract # 21523		
Total of contract. Distribution contract. Distribution contract. DEPARTMENT OF CONSERVATION AND DON M. LAZORKO CONSTRUCTION, INC. GENERAL 706 NATURAL RESOURCES - FORESTRY - ADMINISTRATION CONSTRUCTION, INC.	\$58,960	
This is a new contract to complete deferred maintenance projects at the Sierra	a Front Intera	agency Dispatch
Contract Center. Description: Upon Approval - Term of Contract: 06/30/2019 Contract # 21509		
16. DEPARTMENT OF SNYDER SERVICES, GENERAL 16. DEPARTMENT OF SNYDER SERVICES, GENERAL 16. FORESTRY - ADMINISTRATION MECHANICAL	\$130,000	
Contract Description: Term of Contract: 03/12/2019 - 03/12/2021 Contract # 21450	ir conditionin	g and plumbing

POF						EXCEPTIONS FOR
BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS AND/OR EMPLOYEES
17.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING			\$75,000	
	Contract	This is a new contract to p	• • • •	or the development of a	Watershed Ma	anagement Plan.
	Description:	Tarra of Constracts	Upon Approval - 06/30/2020	Contract # 01.171		
		Term of Contract: DEPARTMENT OF	SIERRA NEVADA	Contract # 21474 FEDERAL	\$83,447	•
18.	709	CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	JOURNEYS			
	Contract	This is a new contract to northern Nevada.	provide ongoing waters	ned education programs	s to students a	and educators in
	Description:	Term of Contract:	Upon Approval - 12/31/2019	Contract # 21473	•	
19.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	LEWIS & ELLIS, INC.	FEE: EXAMINATION	\$2,000,000	
	Contract	This is a new contract to	provide actuarial services	•		
	Description:	Term of Contract:	Upon Approval - 03/31/2021	Contract # 21480	-	
20.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	LEIF ASSOCIATES, INC.	FEE: EXAMINATION	\$2,000,000	
	Contract	This is a new contract to	provide actuarial services			
	Contract Description:	Term of Contract:	Upon Approval - 03/31/2021	Contract # 21481		
21.	741	BUSINESS AND INDUSTRY - INSURANCE REGULATION	MERLINOS & ASSOCIATES, INC.	FEE: EXAMINATION	\$2,000,000	
	Contract	This is a new contract to	provide actuarial services	-		
	Description:	Term of Contract:	Upon Approval - 03/31/2021	Contract # 21477		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE		EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	NOVAREST, INC.	FEE: EXAMINATION	\$2,000,000	
	Contract	This is a new contract to	provide actuarial services	•		
	Description:		Upon Approval -			
		Term of Contract:	03/31/2021	Contract # 21482	# 0.000.000	
		DEPARTMENT OF BUSINESS AND	TAYLOR WALKER CONSULTING, LLC	FEE: EXAMINATION	\$2,000,000	
	741	INDUSTRY -				
22		INSURANCE				
23.		REGULATION				
	Contract	This is a new contract to	provide actuarial services	•		
	Description:		Upon Approval -			
		Term of Contract:	03/31/2021	Contract # 21484		
	810	DEPARTMENT OF MOTOR VEHICLES - ADMINISTRATIVE	IDEMIA IDENTITY & SECURITY USA, LLC	HIGHWAY	\$50,224,304	
		SERVICES DIVISION				
24.	Contract Description:	print solution with facial obligation to provide ide	mplement an approved te recognition components. entification and driving cr 3, Motor Drivers' License 03/12/2019 - 11/12/2029	This contract will ensure redentials to the citizer (Uniform Act), and the F	e continued co ns of the Stat Real ID Act of 2	ompliance in our e of Nevada in 2005.
		DEPARTMENT OF	EPATHUSA, INC.	GENERAL 4%	\$189,750	Sole Source
		EMPLOYMENT,		OTHER: CAREER		
		TRAINING &		ENHANCEMENT		
		REHABILITATION -		PROGRAM AND		
	908	ADMINISTRATIVE		BLIND ENTERPRISE		
25.		SERVICES -		PROGRAM 19%		
		INFORMATION		FEDERAL 77%		
		DEVELOPMENT AND PROCESSING				
	Contract	This is a new contract t	o provide one-time webs	ite configuration and m	igration servic	es and ongoing
	Contract Description:		ervice level agreement an			
	Description.	Term of Contract:	03/12/2019 - 10/31/2022	Contract # 21391		

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21501

					Legal Entity Name:	BOARD OF REGENTS-UNLV NSHE
	Agency Name:		CE OF WOR	KFORCE	Contractor Name:	BOARD OF REGENTS-UNLV NSHE
	Agency Code:	018			Address:	45058 MARYLAND PKWY
	Appropriation Unit:	1004-	15			BOX 451005
	Is budget authority available?:		Yes		City/State/Zip	LAS VEGAS, NV 89154
	If "No" please expla	ain: No	t Applicable		Contact/Phone:	702-895-137
					Vendor No.:	D35000815
					NV Business ID:	GOVERNMENTAL ENTITY
			()	ontract be charged?	2019-2020	
	What is the source	of fund	Is that will be	used to pay the contra	actor? Indicate the pe	rcentage of each funding source if
	the contractor will the contractor will the General Fu	•	0.00 %	Fees	0.00 %	
	X Federal Fu		0.00 % 100.00 %	Bonds	0.00 %	
	Highway Fu		0.00 %	Other funding		
	0 7		0.00 /6	Other fullding	0.00 %	
2.	Contract start date		<pre>/</pre>			
	a. Effective upon I Examiner's app	roval?		or b. other effective	date 01/08/2019)
	Anticipated B	OE mee	eting date	03/2019		
	Retroactive?		Yes			
	If "Yes", please exp					
	The retro start da program.	te wou	ld assist NS	HE in covering the ex	(penses necessary f	to set up and begin the training
3.	Termination Date:		03/20/2020			
	Contract term:		1 year and	71 days		
4.	Type of contract:		Interlocal A	areement		
	Contract descriptio	n:	NV HOPE	- <u>-</u>		
5	Purpose of contrac					
5.			agreement t	hat provides training	to Registered Nurse	es to become qualified instructors in
	order to increase	the nu	mber of Cer	tified Nursing Assista	ants.	
6.	NEW CONTRACT					
	The maximum amo	ount of t	the contract f	for the term of the conti	ract is: \$73,500.00	
J	USTIFICATION					
	What conditions re	auire th	at this work	he done?		
<i>'</i> .					ch vear. This contract	t will provide funding to train 50 additional
	instructors.	y minitot				
8.	Explain why State	volame	ees in vour a	igency or other State a	gencies are not able	to do this work:
	This is an interloca				<u> </u>	
9	Were quotes or pro	nosals	solicited?		No	
0.	Was the solicitation	•		Purchasing	No	
	Division?	. ,		-		
		of vendo	ors that were	solicited to submit prop	posals (include at lea	st three):
	Not Applicable					
	b. Soliciation Waive			•		
	c. Why was this co	ntracto	r chosen in p	reference to other?		

BOE

II.

1

	No If "Yes", please provi	de the Indirect Cost F	Rate or Percentage Paid to the Contractor
	Not Applicable		
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of N	levada or will the contracted services be performed by a current
	b. Was the contractor formerly em	ployed by the State o mployed by the State	of Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?
	c. Is the contractor employed by an No If "Yes", please expla	•	al subdivisions or by any other government?
	Not Applicable		
13.	Has the contractor ever been enga	aged under contract b	by any State agency?
	No If "Yes", specify wher agency has been ver	n and for which agen ified as satisfactory:	cy and indicate if the quality of service provided to the identified
	Not Applicable		
14.	Is the contractor currently involved	•	
		de details of the litiga	tion and facts supporting approval of the contract:
l	Not Applicable		
15.	The contractor is not registered wit Governmental Entity	th the Nevada Secret	tary of State's Office because the legal entity is a:
6.	Not Applicable		
17.	Not Applicable		
18.	Not Applicable		
19.	Agency Field Contract Monitor: Ansara Martino, Program Admin	istrator/Officer Ph: 7	702-486-2502
20	Contract Status:		
	Contract Approvals:		
	Approval Level	User	Signature Date
	Budget Account Approval	ssands	01/30/2019 14:25:04 PM
	Division Approval	ssands	01/30/2019 14:25:07 PM
	Department Approval	ssands	01/30/2019 14:25:09 PM
	Contract Manager Approval	ssands	02/12/2019 09:58:02 AM
	Budget Analyst Approval	tgreenam	02/12/2019 10:06:20 AM
	BOE Agenda Approval	tgreenam	02/12/2019 10:06:24 AM
	BOE Final Approval	Pending	

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?



MEMORANDUM

Date:	January 23, 2019
То:	Tiffany Greenameyer, Executive Branch Budget Officer Governor's Finance Office – Budget Division
From:	Manny Lamarre, Executive Director OWINN Manual Komane
SUBJECT:	Retroactive Contract

The Governor's Office of Workforce Innovation for a New Nevada (OWINN) respectfully requests approval of the attached contract with Board of Regents, Nevada System of Higher Education (NSHE) retroactive to January 8, 2019.

The funds from this contract will be used to fund the training of Registered Nurses to become qualified instructors in order to increase the number of Certified Nursing Assistant. Currently, the training is offered only twice per year at the College of Southern Nevada and once per year at Great Basin College. This project would train 50 additional instructors thereby increasing the number of instructors for certified nursing assistant training. The backdate request to approve the contract effective January 8, 2019 would assist NSHE in covering the expenses necessary to set up and began the training program.

Thank you and I would be happy to answer any additional questions that you may have. Please do not hesitate to reach out to me for any questions or additional information that you may require.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21500

					Legal Entity Name:	BOARD OF REGENTS-UNLV NSHE
	Agency Name:	OFFICE O		KFORCE	Contractor Name:	BOARD OF REGENTS-UNLV NSHE
	Agency Code:	018			Address:	4505 MARYLAND PKWY
	Appropriation Unit:	1004-14				BOX 451005
	Is budget authority available?:		Yes		City/State/Zip	LAS VEGAS, NV 890154
	If "No" please expla	ain: Not Ap	plicable		Contact/Phone:	702-895-1357
					Vendor No.:	D350000815
					NV Business ID:	GOVERNMENTAL ENTITY
	To what State Fisca	al Year(s) w	vill the co	ontract be charged?	2019-2021	
	What is the source the contractor will b				ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.	00 %	Fees	0.00 %	
	X Federal Fur	nds 100.	00 %	Bonds	0.00 %	
	Highway Fu	inds 0.	00 %	Other funding	0.00 %	
2.	Contract start date:					
	a. Effective upon E Examiner's appl		No	or b. other effective of	date 02/12/2019)
	Anticipated BC	DE meeting	date	03/2019		
	Retroactive?		Yes			
	If "Yes", please exp	olain				
	The funds from th	is contract	t will be	used to fund an NSHE	ApprenticeshipUS	SA State Expansion ("TRAIN") grant to
	increase the work	force deve	lopmen nance C	t training and employn	nent opportunities	for Nevadans. OWINN received cember 11, 2018 meeting.
2						Sender 11, 2010 meeting.
3.	Termination Date: Contract term:		31/2020	323 days		
		-		-		
4.	Type of contract:			greement		
	Contract description	n: NV	Apprent	iceship		
5.	Purpose of contract	t:				
				o provide programs to populations, and exp		nticeship activities, increase o opportunities.
6.	NEW CONTRACT					
	The maximum amo	unt of the c	contract f	or the term of the contra	act is: \$248,082.00	
JI	USTIFICATION					
7.	What conditions red	quire that th	nis work l	pe done?		
	An essential comport to support apprention traditional industries	ceship, incr	vada's A ease op	ApprenticeshipUSA State portunities for underrepr	e Expansion ("TRAII esented populations	N") grant is the creation of an infrastructure s, and diversify apprenticeships to non-
8.	Explain why State e	employees	in your a	gency or other State ag	encies are not able t	to do this work:
	This is an interlocal			¥		
9.	Were quotes or pro	posals solid	cited?		No	
	Was the solicitation Division?	ı (RFP) don	e by the	Purchasing	No	
	a. List the names o	f vendors th	nat were	solicited to submit prop	osals (include at leas	st three):
	Not Applicable					

II.

b. Soliciation Waiver: Exempt (Per statute) c. Why was this contractor chosen in preference to other? d. Last bid date: Anticipated re-bid date: 10. Does the contract contain any IT components? No III. OTHER INFORMATION 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified No agency has been verified as satisfactory: Not Applicable 14. Is the contractor currently involved in litigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable 15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: **Governmental Entity** 16. Not Applicable 17. Not Applicable 18. Not Applicable 19. Agency Field Contract Monitor: Ansara Martino, Program Administrator/Officer Ph: 702-486-2502 20. Contract Status: Contract Approvals: Approval Level User Signature Date Budget Account Approval ssands 01/30/2019 14:26:17 PM **Division Approval** 01/30/2019 14:26:19 PM ssands

Budget Account Approvalssands01/30/2019 14:26:17 PMDivision Approvalssands01/30/2019 14:26:19 PMDepartment Approvalssands01/30/2019 14:26:21 PMContract Manager Approvalssands01/30/2019 14:26:21 PMBudget Analyst Approvaltgreenam02/12/2019 09:16:24 AMBOE Agenda Approvaltgreenam02/12/2019 09:16:29 AMBOE Final ApprovalPending



MEMORANDUM

Date:	January 23, 2019
То:	Tiffany Greenameyer, Executive Branch Budget Officer Governor's Finance Office – Budget Division
From:	Manny Lamarre, Executive Director Governor's Office of Workforce Innovation (OWINN) Manmah Kamane
SUBJECT:	Retroactive Contract

The Governor's Office of Workforce Innovation for a New Nevada (OWINN) respectfully requests approval of the attached contract with Board of Regents, Nevada System of Higher Education (NSHE) retroactive to February 12, 2019.

The funds from this contract will be used to fund an NSHE Apprenticeship Navigator position, which is a required activity in Nevada's ApprenticeshipUSA State Expansion ("TRAIN") grant to increase the workforce development training and employment opportunities for Nevadans. OWINN received approval from the Interim Finance Committee to expend the money at the IFC's December 11, 2018 meeting. Since that date, OWINN and NSHE have worked diligently with each other to finalize the contract details and scope of work. The backdate request to approve the contract effective February 12, 2019 would assist NSHE in covering the expenses necessary to conduct the employment search, hire and employ the position so the position can begin working out the required grant activities and outcomes.

Thank you and I would be happy to answer any additional questions that you may have. Please do not hesitate to reach out to me for any questions or additional information that you may require.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21245

					Legal Entity Name:	DETR REHABILITATION DIVISION
	Age	ency Name:	OFFICE OF WOR	KFORCE	Contractor Name:	DETR REHABILITATION DIVISION
	Age	ency Code:	018		Address:	REVOLVING FUND ATTN FM
	Ар	propriation Unit:	3270-25			500 E 3RD ST
	ls b ava	oudget authority ailable?:	Yes		City/State/Zip	CARSON CITY, NV 89713
	lf "I	No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.:	Don Soderberg 775-684-3951 D90151050
					NV Business ID:	State Agency
	То	what State Fisc	al Year(s) will the co	ontract be charged?	2019-2021	
			of funds that will be be paid by multiple f		ctor? Indicate the pe	rcentage of each funding source if
	2	X General Fu	inds 100.00 %	Fees	0.00 %	
		Federal Fu	nds 0.00 %	Bonds	0.00 %	
		Highway Fu	unds 0.00 %	Other funding	0.00 %	
	2. Co	ntract start date:	:			
		Effective upon E Examiner's app		or b. other effective of	date 07/01/2018	3
		Anticipated B	OE meeting date	12/2018		
	Re	troactive?	Yes			
	lf "`	Yes", please exp	olain			
	Sta	is is a new con itewide Longitu ovided in FY19	udinal Data System	an agreement to link o . In order to ensure th	data between the fo ere are no gaps be	our agencies through the Nevada tween agreements and that services
	3. Ter	mination Date:	06/30/2021			
	Co	ntract term:	3 years			
	4. Тур	be of contract:	Interlocal A	greement		
	Co	ntract descriptio	n: Nevada P-2	0 to NPWR		
	5. <u>Pu</u>	pose of contrac	:			
	Sys	stem of Higher		Nevada Department o		Training and Rehabilitation, Nevada maintenance and operation of the
	6. NE	W CONTRACT				
			ount of the contract f	or the term of the contra	act is: \$375.021.00	
				07.00 FY20 \$125,007.0		00
II.	JUST	TIFICATION				
	7. Wh	at conditions re	quire that this work	be done?		
	Thi	s agreement is	entered into by the I	NDE, NSHE, DETR and	OWINN to link data	between the four agencies through the
			*	x x x x		rce Research Data Šystem (NPWR).
				igency or other State ag		to do this work:
	Sta	te employees d	o not have the expe	rtise to perform this wor	k.	

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):

/aiver: Exempt (Per statute) s contractor chosen in preference to other? S 277.080 and SAM 300, this is an interlocal contract, solicitations are not required. e: Anticipated re-bid date: act contain any IT components? No MATION rect Cost Rate or Percentage Paid to the Contractor? "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada? tractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be
S 277.080 and SAM 300, this is an interlocal contract, solicitations are not required. Anticipated re-bid date: act contain any IT components? No MATION rect Cost Rate or Percentage Paid to the Contractor? "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada?
e: Anticipated re-bid date: act contain any IT components? No MATION rect Cost Rate or Percentage Paid to the Contractor? "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada?
Act contain any IT components? No MATION rect Cost Rate or Percentage Paid to the Contractor? "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada?
Image: MATION rect Cost Rate or Percentage Paid to the Contractor? "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada?
rect Cost Rate or Percentage Paid to the Contractor? "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada?
"Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada?
ctor a current employee of the State of Nevada or will the contracted services be performed by a current e State of Nevada?
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tractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be
tractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be
omeone formerly employed by the State of Nevada within the last 24 months?
ctor employed by any of Nevada's political subdivisions or by any other government?
"Yes", please explain
ctor ever been engaged under contract by any State agency?
"Yes", specify when and for which agency and indicate if the quality of service provided to the identified gency has been verified as satisfactory:
or currently involved in litigation with the State of Nevada?
"Yes", please provide details of the litigation and facts supporting approval of the contract:

- Governmental Entity 16. Not Applicable
- 17. Not Applicable
- 18. Not Applicable
- 19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Budget Account Approvalddav1210/24/2018 11:58:11 AM	Approval Level	Approv	User	Signature Date
	Budget Account Approval	Budget	ddav12	10/24/2018 11:58:11 AM
Division Approval ddav12 10/24/2018 11:58:14 AM	Division Approval	Divisio	ddav12	10/24/2018 11:58:14 AM
Department Approval ddav12 10/24/2018 11:58:17 AM	Department Approval	Depart	ddav12	10/24/2018 11:58:17 AM
Contract Manager Approval ddav12 11/02/2018 12:51:23 PM	Contract Manager Approval	Contra	ddav12	11/02/2018 12:51:23 PM
Budget Analyst Approval tgreenam 01/25/2019 11:08:32 AM	Budget Analyst Approval	Budget	tgreenam	01/25/2019 11:08:32 AM
BOE Agenda Approval tgreenam 01/25/2019 11:08:35 AM	BOE Agenda Approval	BOE A	tgreenam	01/25/2019 11:08:35 AM
BOE Final Approval Pending	BOE Final Approval	BOE F	Pending	

Brian Sandoval ^{Governor} Manny Lamarre ^{Executive Director}

MEMORANDUM

October 19, 2018

TO: Tiffany Greenameyer, Budget Analyst

FROM: Manny Lamarre, Executive Director, Governor's Office of Workforce Innovation (OWINN)

VINN

RE: Retro Memo for NPWR Interlocal

This is a request for a retroactive start date of July 1, 2018 for the Interlocal Contract between the Governor's Office of Workforce Innovation for a New Nevada (OWINN), the Department of Employment, Training and Rehabilitation (DETR), the Nevada System of Higher Education (NSHE), and the Nevada Department of Education (NDE). This is a new contract that provides an agreement to link data between the four agencies through the Nevada Statewide Longitudinal Data System (SLDS), aka Nevada P-20 to Workforce Research Data System (NPWR).

The original Interlocal Contract for linking agency data to NPWR was between DETR, NSHE, and NDE, with DETR having authority over the NPWR budget. SB 516 and SB 458 created OWINN and transferred maintenance and oversight of NPWR from DETR to OWINN. A new Interlocal Contract has been updated to include OWINN so that it has the authority to pay for services provided and expenses incurred by the agencies to link data to NPWR and support its maintenance and operation. In order to ensure there are no gaps between agreements and that services provided in FY19 are covered, OWINN requests a retroactive start date of July 1, 2018 for the NPWR Interlocal Contract.

Sincerely,

Manach Demarre

Manny Lamarre

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21544

						Legal Entity Name:	PISANELLI BICE, PLLC
	Agency Name:	ATTOF	RNEY GEI	NERAL'S	OFFICE	Contractor Name:	PISANELLI BICE, PLLC
	5 ,	030	_	_		Address:	400 South 7th Street
	Appropriation Unit:	1031-1	2				
	Is budget authority available?:		No			City/State/Zip	Las Vegas, NV 89101
	lf "No" please expla C46348	in: Fun	nding upor	approval	of IFC	Contact/Phone:	702-214-2101
						Vendor No.:	T27042674
						NV Business ID:	NV20101270555
	To what State Fisca	al Year(s) will the	contract b	e charged?	2019-2020	
	What is the source of the contractor will be	of funds e paid b	s that will b by multiple	be used to funding s	pay the contraction pay th	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %		Fees	0.00 %	
	Federal Fun	lds	0.00 %		Bonds	0.00 %	
	Highway Fu	nds	0.00 %	Х	Other funding	100.00 % SETTI	LEMENT FUNDS
2.	Contract start date:						
	a. Effective upon B Examiner's appr		No	orb.	other effective of	date 02/01/2019	
	Anticipated BC	DE mee	ting date	03/2	019		
	Retroactive?		Yes				
	If "Yes", please exp	lain					
	Retroactive approv activities commen	val requ cing pr	uested du rior to BO	e to new E meetin	litigation regar	ding plutonium sto ion dates.	orage and Yucca Mountain licensing
3.	Termination Date:		06/30/202	0			
	Contract term:		1 year and	d 149 day	'S		
4.	Type of contract:		Contract				
	Contract description	n: (Outside C	ounsel			
5.	Purpose of contract	:					
	This is a new cont of Energy or action	ract to ns befo	ore the U.S	S. Nuclea	r Regulatory Co		in litigation involving the Department ing, but not limited to, issues related to n at NNSS.
6.	NEW CONTRACT						
	The maximum amo	unt of th	ne contrac	t for the te	erm of the contra	act is: \$450,000.00	
	Other basis for payr	ment: A	s describe	d in SOW	1		
J	USTIFICATION						
7.	What conditions rec	quire that	at this wor	k be done	?		
	Assistance to the st NNSS.	ate invo	olving issu	es relating	g to Yucca Mour	ntain and the propos	ed storage of weapons grade plutonium at
8.	Explain why State e	mploye	es in your	agency c	or other State ag	encies are not able t	to do this work:
	State employees do						
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?			ne Purcha	sing	No	
		vendo	rs that wer	e solicited	d to submit prop	osals (include at leas	st three):
	Not Applicable						

II.

b. Soliciation Waiver: Exempt (Per statute)

10. Does the contract contain any IT components?

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

d. Last bid date:

No

Anticipated re-bid date:

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

Yes

See the attached Authorization to Contract form for details.

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain	
------------------------------------	--

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified No agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract: No

Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: LLC
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Caroline Bateman, First Assistant AG Ph: 702-486-0621

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	02/11/2019 14:25:55 PM
Division Approval	cschonl1	02/11/2019 14:25:56 PM
Department Approval	cschonl1	02/11/2019 14:25:59 PM
Contract Manager Approval	cschonl1	02/11/2019 14:26:00 PM
Budget Analyst Approval	hfield	02/15/2019 09:41:08 AM
BOE Agenda Approval	hfield	02/15/2019 09:41:12 AM
BOE Final Approval	Pending	

AARON D. FORD Attorney General

CAROLINE BATEMAN First Assistant Attorney General

CHRISTINE JONES BRADY Second Assistant Attorney General



JESSICA L. ADAIR Chief of Staff

RACHEL J. ANDERSON General Counsel

HEIDI PARRY STERN Solicitor General

STATE OF NEVADA

OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street Carson City, Nevada 89701

MEMORANDUM

То:	Heather Field, Executive Branch Budget Office Governor's Finance Office				
From:	Lesley Volkov, Management Analyst II				
Date:	February 11, 2019				
Subject:	Retroactive Approval for Pisanelli Bice, PLLC				

Retroactive approval requested due to new litigation regarding plutonium storage and Yucca Mountain licensing activities commencing prior to BOE meeting and submission dates.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21454

								Legal Entity Name:	CASEY NEILON, INC.
	Agency Name:	ΑΤΤΟ	RNEY	GENE	RAL'S	OFFICE		Contractor Name:	CASEY NEILON, INC.
	Agency Code:	030						Address:	503 N DIVISION ST
	Appropriation Unit:	1348-	15						
	Is budget authority available?:		١	(es				City/State/Zip	CARSON CITY, NV 89703-4104
	If "No" please expla	ain: No	ot Appli	cable				Contact/Phone:	775/283-5555
								Vendor No.:	T29010569
								NV Business ID:	NV20061293367
	To what State Fisca		• •			0		2020-2023	
	What is the source the contractor will b	of func be paid	ls that v by mul	will be tiple fu	used to nding s	pay the coord	ontrac	tor? Indicate the pe	ercentage of each funding source if
	General Fu	nds	0.00	%		Fees		0.00 %	
	Federal Fur	nds	0.00	%		Bonds		0.00 %	
	Highway Fu	unds	0.00	%	Х	Other fun	ding	100.00 % TORT	FUND
2.	Contract start date:								
	a. Effective upon E Examiner's appr		of	No	or b.	other effe	ctive d	late 07/01/201	9
	Anticipated BC	OE me	eting da	ate	03/2	019			
	Retroactive?			No					
	If "Yes", please exp	olain							
	Not Applicable								
3.	Termination Date:		06/30/	2023					
	Contract term:		4 year	S					
4.	Type of contract:		Contra	act					
	Contract description	n:	Auditi	ng					
5.	Purpose of contract	t:							
	This is a new cont	tract to	o provi	de ong	oing c	ompletior	n of th	e annual financial	statement audit of the Insurance
	Premium Trust Fu preparation and re				porate	s planning	g, field	dwork, completior	and evaluation and financial statement
6.	NEW CONTRACT								
	The maximum amo	ount of	the con	tract fo	or the te	erm of the	contra	ct is: \$126,000.00	
	Other basis for pay	ment: S	See Sc	ope of	Work				
J	USTIFICATION								
7.	What conditions red	quire th	nat this	work b	e done	?			
	The annual financia Comprehensive An					urance Pre	emium	Trust Fund is inclu	ded in the Controller's Office
8.	Explain why State e	employ	ees in g	your ag	jency o	or other Sta	ate age	encies are not able	to do this work:
	An outside firm is n	eeded	for this	audit.	state e	employees	do no	ot have the expertis	e needed for this type of work.
9.	Were quotes or pro	posals	solicite	ed?				No	
-	Was the solicitation Division?	•			Purcha	sing		No	
	a. List the names of	f vendo	ors that	were s	solicited	d to submit	propo	osals (include at lea	ist three):
	Not Applicable								,
	b. Soliciation Waive	er: Pro f	fessior	nal Ser	vice (A	s defined	in NA	AC 333.150)	
	c. Why was this cor				•			-	

II.

13.

performed b	by someone formerly employed by the State of Nevada within the last 24 months?
c. Is the cor	ntractor employed by any of Nevada's political subdivisions or by any other govern
No	If "Yes", please explain
Not Applica	ble
. Has the cor	ntractor ever been engaged under contract by any State agency?
Yes	If "Yes", specify when and for which agency and indicate if the quality of service agency has been verified as satisfactory:
The OAG h	as been using this firm and their performance is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name? Yes
- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

19. Agency Field Contract Monitor:

Nancy Katafias, Tort Claims Manager Ph: 775-684-1252

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	01/10/2019 14:08:33 PM
Division Approval	cschonl1	01/10/2019 14:08:34 PM
Department Approval	cschonl1	01/10/2019 14:08:36 PM
Contract Manager Approval	cschonl1	01/10/2019 14:08:38 PM
Budget Analyst Approval	hfield	01/31/2019 09:32:19 AM
BOE Agenda Approval	hfield	01/31/2019 09:32:22 AM
BOE Final Approval	Pending	

10. Does the contract contain any IT components?

d. Last bid date:

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be

any other government?

quality of service provided to the identified

Anticipated re-bid date:

No

No

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF 0	CONTRACT			
1. Contract Number:	19438		Amendment Number:	1
			Legal Entity Name:	PGAL, LLC
Agency Name:	ADMIN - STATE PU DIVISION	IBLIC WORKS	Contractor Name:	PGAL, LLC
Agency Code:	082		Address:	3379 W. OQUENDO ROAD
Appropriation Unit:	1510-72			
Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89118
If "No" please expla	ain: Not Applicable		Contact/Phone:	702-730-4911
			Vendor No.:	T29003284
			NV Business ID:	NV20021118384
To what State Fisca	al Year(s) will the cor	tract be charged?	2018-2021	
What is the source the contractor will b	of funds that will be u be paid by multiple fu	used to pay the contract	ctor? Indicate the pe	rcentage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fur	nds 0.00 %	X Bonds	100.00 %	
Highway Fu	inds 0.00 %	Other funding	0.00 %	
Agency Reference	#: 111541			
2. Contract start date:				
a. Effective upon E Examiner's appr	Board of No	or b. other effective of	date 12/12/2017	,
Anticipated BC	DE meeting date	03/2019		
Retroactive?	No			
lf "Yes", please exp	olain			
Not Applicable				
3. Previously Approve Termination Date:	ed 06/30/2021			
Contract term:	3 years and	200 days		
4. Type of contract:	Contract			
Contract description				
E Durnage of contract	U			

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural/engineering services for the University of Nevada, Las Vegas College of Engineering Academic and Research Building Advance Planning CIP project, to include full schematic, development and construction documents for all structures, site work, landscaping, built-in equipment and furnishings: CIP Project 17-P09; Contract No. 111541. This amendment decreases the maximum amount from \$2,709,181 to \$2,465,161 due to adding the requirement of additional test drill holes, a Construction Manager at Risk's schedule review and the removal of the interior renovation from the project scope.

6. CONTRACT AMENDMENT

		Trans \$	Info Accum \$	Action Accum \$ Agenda
1.	The max amount of the original contract:	\$2,709,181.00	\$2,709,181.00	\$2,709,181.00 Yes - Action
2.	Amount of current amendment (#1):	-\$244,020.00	-\$244,020.00	-\$244,020.00 Yes - Action
3.	New maximum contract amount:	\$2,465,161.00		

II. JUSTIFICATION

7. What conditions require that this work be done?

	2017 Agency CIP.								
8.	B. Explain why State employees in your agency or other State agencies are not able to do this work:								
	Professional Architectural/Enginee Consultants are selected based on the Legislature.	ring are provided by S their ability to provide	SPWD to support the State Capital Improvement Program. e design and engineering services to meet the goals established by						
9.	Were quotes or proposals solicited	?	No						
	Was the solicitation (RFP) done by Division?	the Purchasing	No						
	a. List the names of vendors that were solicited to submit proposals (include at least three):								
	Not Applicable								
	b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)								
	c. Why was this contractor chosen	in preference to other	?						
		A stisis stad a							
	d. Last bid date:	Anticipated r							
10.	Does the contract contain any IT contain	omponents?	No						
С	THER INFORMATION								
		prophere Daid to the	Contractor?						
	Is there an Indirect Cost Rate or Period No If "Yes", please provid	•	ate or Percentage Paid to the Contractor						
	Not Applicable								
		wee of the State of Ne	evada or will the contracted services be performed by a current						
	employee of the State of Nevada?	a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?							
	Νο								
	b Was the contractor formerly em	ploved by the State of	Nevada within the last 24 months or will the contracted services b						
	performed by someone formerly er	nployed by the State of	of Nevada within the last 24 months?						
	Νο								
	NO								
		ny of Nevada's politica	I subdivisions or by any other government?						
	c. Is the contractor employed by ar	•	I subdivisions or by any other government?						
	c. Is the contractor employed by ar	•	I subdivisions or by any other government?						
	c. Is the contractor employed by ar No If "Yes", please expla Not Applicable	in							
	c. Is the contractor employed by ar No If "Yes", please expla Not Applicable Has the contractor ever been enga No If "Yes", specify wher	in liged under contract by and for which agency							
13.	c. Is the contractor employed by ar No If "Yes", please expla Not Applicable Has the contractor ever been enga	in liged under contract by and for which agency	v any State agency?						
13.	c. Is the contractor employed by ar No If "Yes", please expla Not Applicable Has the contractor ever been enga No If "Yes", specify wher agency has been veri Not Applicable	in nged under contract by and for which agency ified as satisfactory:	any State agency? and indicate if the quality of service provided to the identified						
13.	c. Is the contractor employed by ar No If "Yes", please explain Not Applicable Has the contractor ever been engan No If "Yes", specify wher agency has been verify Not Applicable Is the contractor currently involved	in liged under contract by and for which agency ified as satisfactory: in litigation with the S	any State agency? y and indicate if the quality of service provided to the identified tate of Nevada?						
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13.	 c. Is the contractor employed by ar No If "Yes", please explain Not Applicable Has the contractor ever been engating No If "Yes", specify when agency has been verify agency has been verify when agency has been verify agency has been verify involved and the contractor currently involved and the contractor currently involved and the contractor is registered with the contractor is registered w	in liged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigati	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract:						
3. 4. 5.	 c. Is the contractor employed by ar No If "Yes", please expla Not Applicable Has the contractor ever been enga No If "Yes", specify wher agency has been veri agency has been veri Not Applicable Is the contractor currently involved No If "Yes", please provid Not Applicable The contractor is registered with the Nevada Corporation 	in liged under contract by a and for which agency ified as satisfactory: in litigation with the S de details of the litigation e Nevada Secretary of	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract:						
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3. 4. 5.	 c. Is the contractor employed by ar No If "Yes", please explation of the contractor ever been engated and the contractor ever been engated and of the contractor ever been verified and the contractor currently involved No If "Yes", please provide No If "Yes", please provide Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same explanation of the contractor is registered with the Nevada Corporation a. Is the Contractor Name the same explanation of the contractor of the contracto	in liged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigati e Nevada Secretary of e as the legal Entity N	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame?						
3. 4. 5. 6.	 c. Is the contractor employed by ar <u>No</u> If "Yes", please explation of the explanation of the expla	in Inged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigati e Nevada Secretary of e as the legal Entity N ent Nevada State Bus	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame?						
13. 14. 15. 16. 17.	 c. Is the contractor employed by ar No If "Yes", please explation in the contractor ever been engated in the contractor ever been engated in the contractor ever been engated in the contractor ever been verification. Is the contractor currently involved No If "Yes", please provided No If "Yes", please provided No If "Yes", please provided Not Applicable. The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a current Yes a. Is the legal entity active and in generative and in generative in the contractor is registered. 	in Inged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigati e Nevada Secretary of e as the legal Entity N ent Nevada State Bus	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)?						
13. 14. 15. 16. 17. 18.	 c. Is the contractor employed by ar No If "Yes", please explation in the contractor ever been engated in the contractor ever been engated in the contractor ever been engated in the contractor ever been verificable. Is the contractor currently involved in the contractor currently involved in the contractor is registered with the Nevada Corporation is registered with the Nevada Corporation is a. Is the Contractor Name the same is the contractor have a current is set in the contractor is registered in the same is the contractor is registered in the Nevada Corporation is registered in the same is the contractor is registered in the same is the same	in Inged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigati e Nevada Secretary of e as the legal Entity N ent Nevada State Bus	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)?						
13. 14. 15. 16. 17. 18.	 c. Is the contractor employed by ar No If "Yes", please explation of the contractor ever been engated and the contractor ever been engated and the contractor ever been engated and the contractor ever been verificable. Has the contractor ever been engated and the contractor currently involved to the contractor currently involved to the contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Is the legal entity active and in going Yes Agency Field Contract Monitor: Contract Status: 	in Inged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigati e Nevada Secretary of e as the legal Entity N ent Nevada State Bus	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)?						
13. 14. 15. 16. 17. 18.	 c. Is the contractor employed by ar No If "Yes", please explation of the contractor ever been engated and the contractor ever been engated and the contractor ever been engated and the contractor ever been verification. If "Yes", specify where agency has been verification of the contractor currently involved No If "Yes", please provided No If "Yes", please provided Not Applicable. The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a current Yes a. Is the legal entity active and in generative of Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: 	in liged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigati le Nevada Secretary of e as the legal Entity N ent Nevada State Bus lood standing with the	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office?						
13. 14. 15. 16. 17. 18.	 c. Is the contractor employed by ar No If "Yes", please explation in the contractor ever been engated in the contractor ever been engated in the contractor ever been engated in the contractor currently involved in the contractor currently involved in the contractor currently involved in the contractor is registered with the Nevada Corporation a. Is the Contractor Name the same is the contractor have a current is the contractor is registered in the contractor is registered in the contractor current is the contractor is registered with the Nevada Corporation a. Is the Contractor Name the same is the legal entity active and in gives Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level 	in Inged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigation in Nevada Secretary of a sthe legal Entity N ent Nevada State Bus bood standing with the User	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office? Signature Date						
13. 14. 15. 16. 17. 18.	 c. Is the contractor employed by ar No If "Yes", please explation of the contractor ever been engated and the contractor the contractor the contractor ever the same of the contract or th	in liged under contract by and for which agency fied as satisfactory: in litigation with the S de details of the litigati e Nevada Secretary of e as the legal Entity N ent Nevada State Bus lood standing with the User Imars1	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office? Signature Date 01/24/2019 14:03:27 PM						
13. 14. 15. 16. 17. 18.	 c. Is the contractor employed by ar No If "Yes", please explation in the contractor ever been engated in the contractor ever been engated in the contractor ever been engated in the contractor currently involved in the contractor currently involved in the contractor currently involved in the contractor is registered with the Nevada Corporation a. Is the Contractor Name the same is the contractor have a current is the contractor is registered in the contractor is registered in the contractor current is the contractor is registered with the Nevada Corporation a. Is the Contractor Name the same is the legal entity active and in gives Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level 	in Inged under contract by and for which agency ified as satisfactory: in litigation with the S de details of the litigation in Nevada Secretary of a sthe legal Entity N ent Nevada State Bus bood standing with the User	y any State agency? y and indicate if the quality of service provided to the identified tate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office? Signature Date						

Budget Analyst Approval BOE Agenda Approval jrodrig9 hfield 02/03/2019 23:58:41 PM 02/06/2019 11:50:55 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21457

						Legal Entity Name:	Clark County
		DHHS & POL		CARE F	INANCING	Contractor Name:	Clark County
	Agency Code:	403				Address:	500 S. Grand Central Parkway
	Appropriation Unit:	3157-0	00				
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas, NV 89155
	If "No" please expla	ain: No	t Applicable	Э		Contact/Phone: Vendor No.:	7024553530
						NV Business ID:	Governmental Entity
	To what State Fisca	al Year	(s) will the c	contract b	e charged?	2019-2021	
	What is the source the contractor will b					ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %		Fees	0.00 %	
	Federal Fun	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %	Х	Other funding	100.00 % Inter-0	Governmental Transfer
2.	Contract start date:						
	a. Effective upon B Examiner's appr	Board o 'oval?	f No	or b.	other effective of	date 07/01/2018	3
	Anticipated BC	DE mee	eting date	03/2	2019		
	Retroactive?		Yes				
	If "Yes", please exp	lain					
	This interlocal con	ntract r	equires a i	retroacti	ve start date du	le to negotiations b	between the county and the state.
3.	Termination Date:		06/30/2021	l			
	Contract term:		3 years				
4.	Type of contract:		Revenue (Contract			
	Contract description	า:	UPL and M	ICO Enh	ance		
5.	Purpose of contract	t:					
	supplemental inpa governmental-owr	atient, o ned or	outpatient operated h	and Grad	duate Medical E and the Manag	Education Upper Pa ged Care Organizat	port the state's share of the ayment Limit program for non-state, ion capitated payment program. The and the Medicare amount.
6.	NEW CONTRACT						
	The maximum amo	unt of t	he contract	for the te	erm of the contra	act is: \$103,382,59	9.00
J	USTIFICATION						
7.	What conditions rec						
	The Medicaid State hospitals. This agre program.	Plan a ement	allows for pa provides fo	ayment of or receipt	f supplemental p of the non-feder	ayments to non-stat al share of funds in a	te governmentally owned or operated order to secure federal funding for this
8.	Explain why State e	employ	ees in your	agency o	or other State ag	encies are not able	to do this work:
	State employees ar	e doing	g this work.				
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?	(RFP)	done by th	e Purcha	sing	No	
	a. List the names of	f vendo	ors that were	e solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable						

BOE

II.

	b. Soliciation Waiver: Not Applica	ble							
	c. Why was this contractor chosen in preference to other?								
	NRS 277.180 authorizes one ore more public agency to contract with another public agency to perform governmental functions.								
	d. Last bid date:	Anticipated	d re-bid date:						
10.	Does the contract contain any IT c	omponents?	No						
III. C	OTHER INFORMATION								
11.	Is there an Indirect Cost Rate or Percentage Paid to the Contractor?								
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor								
	Not Applicable								
12.	a. Is the contractor a current employee of the State of Nevada?	byee of the State of	Nevada or will the contracted services be performed by a current						
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No								
	 c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain 								
	Not Applicable								
13.	. Has the contractor ever been engaged under contract by any State agency?								
	No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:								
	Not Applicable								
14.	Is the contractor currently involved in litigation with the State of Nevada?								
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract:								
	Not Applicable								
15.	 The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity 								
16.	Not Applicable								
17.	Not Applicable								
18.	Not Applicable								
19.	Agency Field Contract Monitor:								
20.	Contract Status: Contract Approvals: Approval Level	User	Signature Date						
	Budget Account Approval	pcolegro	01/29/2019 08:12:51 AM						
	Division Approval	vmilazz1	01/31/2019 06:59:57 AM						
	Department Approval	mwinebar	02/04/2019 08:41:58 AM						
	Contract Manager Approval	iknigh1	02/05/2019 15:46:13 PM						
	Budget Analyst Approval	bwooldri	02/12/2019 12:54:55 PM						
	BOE Agenda Approval	lfree1	02/13/2019 13:51:31 PM						

BOE Final Approval

Pending

STEVE SISOLAK Governor



RICHARD WHITLEY, MS Director

SUZANNE BIERMAN, JD, MPH Administrator

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DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY 1100 East William Street, Suite 101 Carson City, Nevada 89701 Telephone (775) 684-3676 • Fax (775) 687-3893 <u>http://dhcfp.nv.gov</u>

MEMORANDUM

Date: January 24, 2019

To: Bessie Wooldridge, Executive Branch Officer I

Through: Richard Whitley, Director

From: Vincent Milazzo, DHCFP

Re: Clark County for Voluntary Contributions

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2018. The contract requires a retroactive start date to allow the State to collect voluntary contributions from Clark County in support of enhanced managed care organization (MCO) capitated payments, and inpatient, outpatient and graduate medical education hospital services beginning in the first quarter of State Fiscal Year 2019. This contract was delayed due to negotiations with the county. To prevent a Retro Memo from being required in the future, the county and the state will continue to work closely to negotiate contracts in a timelier manner. The county and the State will continue to work together on the funding.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21460

						Legal Entity Name:	Clark County
	0 ,	DHHS - I & POLIC		ARE F	INANCING	Contractor Name:	Clark County
	Agency Code:	403				Address:	500 S. Grand Central Parkway
	Appropriation Unit:	3157-00					
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas , NV 89403
	If "No" please explai	in: Not A	pplicable			Contact/Phone: Vendor No.:	7024553530
						NV Business ID:	Governmental Entity
	To what State Fiscal	l Year(s)	will the co	ntract k	be charged?	2019-2021	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of the contractor will be paid by multiple funding sources.							rcentage of each funding source if
	General Fun	nds (0.00 %		Fees	0.00 %	
	Federal Fund	ds (0.00 %		Bonds	0.00 %	
	Highway Fur	nds (0.00 %	Х	Other funding	100.00 % Inter-0	Governmental Transfer
2.	Contract start date:						
	a. Effective upon Board of No or b. other effective date 07/01/2018 Examiner's approval?						
	Anticipated BO	E meetir	•	03/2	2019		
	Retroactive? If "Yes", please expl	lain	Yes				
	The contract is retr	roactive	due to on	going	negotiations be	etween the county a	ind the state.
3.	Termination Date:	06	/30/2021				
	Contract term:	3	years				
4.	Type of contract:	Re	evenue Co	ontract			
	Contract description	: CI	ark Co DS	H			
5.	Purpose of contract:	:					
	This is a new interl supplemental Disp uninsured, indigen	roportio	nate Shar	e Hosp	pital program fo	or hospitals that ser	port the state's share of the ve a disproportionate share of
6.	NEW CONTRACT						
-	The maximum amou	unt of the	contract f	or the t	erm of the contra	act is: \$137,414,021	1.00
J	USTIFICATION						
7.	What conditions req	uire that	this work b	e done	?		
	The Medicaid State uninsured, indigent a secure federal fundi	and Med	ws for pay icaid patie	ment o nts. Thi	f supplemental p s agreement pro	bayments to hospital by ides for receipt of the by ides for receipt of the by item to be a set of the by the base of the by the base of the by the base of the base of	s that serve a disproportionate share of he non-federal share of funds in order to
8.	Explain why State er	mployee	s in your a	gency (or other State ag	encies are not able t	o do this work:
	State employees are	e perform	ning this wo	ork.			
9.	Were quotes or prop	oosals so	licited?			No	
	Was the solicitation Division?	(RFP) do	one by the	Purcha	asing	No	
	a. List the names of	vendors	that were	solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable						
	b. Soliciation Waiver	r: Not Ap	plicable				

II.

c. Why w	as this contractor chosen	in preference to othe	er?				
	.180 authorizes one or m		to contract with another public agency to perform governmental				
d. Last bi		Anticipated	I re-bid date:				
10. Does the	contract contain any IT c	omponents?	No				
	NFORMATION						
11. Is there a	In Indirect Cost Rate or P	ercentage Paid to the	e Contractor?				
No		-	Rate or Percentage Paid to the Contractor				
Not Appli	cable						
12. a. Is the open set of the set	contractor a current emploe of the State of Nevada?	oyee of the State of N	Nevada or will the contracted services be performed by a current				
b. Was th performe	ne contractor formerly em d by someone formerly e	ployed by the State c mployed by the State	of Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?				
No							
c. Is the c	contractor employed by a	ny of Nevada's politic	cal subdivisions or by any other government?				
No	If "Yes", please expla	ain					
Not Appli	cable						
13. Has the c	. Has the contractor ever been engaged under contract by any State agency?						
No	If "Yes", specify when agency has been ver		cy and indicate if the quality of service provided to the identified				
Not Appli		*					
14. Is the cor	ntractor currently involved	l in litigation with the	State of Nevada?				
No	If "Yes", please provi	de details of the litiga	ation and facts supporting approval of the contract:				
Not Appli	cable						
	ractor is not registered wi ental Entity	th the Nevada Secre	tary of State's Office because the legal entity is a:				
16. Not Appli	cable						
17. Not Appli	cable						
18. Not Appli	cable						
19. Agency F	Field Contract Monitor:						
20. Contract							
	Approvals:						
	oval Level	User	Signature Date				
Budg	et Account Approval	pcolegro	01/29/2019 08:06:28 AM				
Divisi	ion Approval	vmilazz1	01/31/2019 07:12:25 AM				
-	rtment Approval	mwinebar	02/05/2019 12:20:24 PM				
	ract Manager Approval	iknigh1	02/05/2019 15:55:37 PM				
-	et Analyst Approval	bwooldri	02/12/2019 12:55:23 PM				
	Agenda Approval	lfree1	02/13/2019 13:55:07 PM				
BOE	Final Approval	Pending					

STEVE SISOLAK Governor



RICHARD WHITLEY, MS Director

SUZANNE BIERMAN, JD, MPH Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY 1100 East William Street, Suite 101 Carson City, Nevada 89701 Telephone (775) 684-3676 • Fax (775) 687-3893 <u>http://dhcfp.nv.gov</u>

MEMORANDUM

Date: January 24, 2019

To: Bessie Wooldridge, Executive Branch Officer I

Through: Richard Whitley, Director

From: Vincent Milazzo, DHCFP

Re: Clark County for Disproportionate Share Hospital program (DSH)

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2018. The contract requires a retroactive start date to allow the State to collect state matching funds to according to NRS 422.382 and NAC 422.105 beginning in the first quarter of State Fiscal Year 2019. This contract was delayed due to negotiations with the county. To prevent a Retro Memo from being required in the future, the county and the state will continue to work closely to negotiate contracts in a timelier manner. The county and the State will continue to work together on the funding.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21462

						Legal Entity Name:	CLARK, COUNTY OF
	Agency Name:	DHHS - & Polic		CARE FINA	NCING	Contractor Name:	CLARK, COUNTY OF
	Agency Code:	403				Address:	500 Grand Central Parkway
	Appropriation Unit:	3243-24	ŀ				
	Is budget authority available?:		Yes			City/State/Zip	LAS VEGAS, NV 89155
	If "No" please expla	ain: Not A	Applicable			Contact/Phone:	702-455-6298
						Vendor No.:	T81026920
						NV Business ID:	Governmental Enitity
	To what State Fisc	al Year(s)) will the co	ntract be ch	larged?	2019-2021	
	What is the source the contractor will b					ctor? Indicate the pe	rcentage of each funding source if
	General Fu	inds	0.00 %	Fe	es	0.00 %	
	X Federal Fu	nds 10	0.00 %	Во	nds	0.00 %	
	Highway Fu	unds	0.00 %	Otl	ner funding	0.00 %	
2.	Contract start date	:					
	a. Effective upon E Examiner's app		No	or b. oth	er effective o	date 07/01/201	3
	Anticipated B	OE meeti	ng date	03/2019			
	Retroactive?		Yes				
	If "Yes", please exp	plain					
	The contract required the contract was dela	ires a rei yed due	troactive s to the app	tart date to roval of the	allow the Second State Plan	State to pay the Fir Amendment.	e Districts for services rendered. This
3.	Termination Date:	0	6/30/2021				
	Contract term:	3	years				
4.	Type of contract:	Ir	nterlocal A	greement			
	Contract descriptio	n: F	ire District	-			
5.	Purpose of contrac	xt:					
							ling certified public expenditure ients and define the reporting

reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$30,480,255.00

II. JUSTIFICATION

7. What conditions require that this work be done?

DHCFP needs fire districts to provide emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services, and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure individuals get needed care.

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

The State does not have the resources or expertise to provide these services.

9.	Were quotes or proposals solicited?	No
	Was the solicitation (RFP) done by the Purchasing Division?	No

a. List the names of vendors that were solicited to submit proposals (include at least three):

BOE

Not Applicable

b. Soliciation Waiver: Not Applicable

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

d. Last bid date:

Anticipated re-bid date:

No

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

If "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

No

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity
- 16. Not Applicable
- 17. Not Applicable
- 18. Not Applicable
- 19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkolenut	01/29/2019 11:04:11 AM
Division Approval	vmilazz1	01/31/2019 07:17:02 AM
Department Approval	mwinebar	02/05/2019 10:02:35 AM
Contract Manager Approval	iknigh1	02/05/2019 16:11:53 PM
Budget Analyst Approval	bwooldri	02/06/2019 15:14:08 PM
BOE Agenda Approval	lfree1	02/07/2019 11:37:03 AM
BOE Final Approval	Pending	

STEVE SISOLAK Governor



RICHARD WHITLEY, MS Director

SUZANNE BIERMAN, JD, MPH Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY 1100 East William Street, Suite 101 Carson City, Nevada 89701 Telephone (775) 684-3676 • Fax (775) 687-3893 <u>http://dhcfp.nv.gov</u>

MEMORANDUM

Date: January 24, 2019

To: Bessie Wooldridge, Executive Branch Officer I

Through: Richard Whitley, Director

From: Vincent Milazzo, DHCFP

Re: Clark County for Clark County Fire Department

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2018. The contract requires a retroactive start date to allow the State to start paying claims for emergency ground transportation beginning in the first quarter of State Fiscal Year 2019. This contract was delayed due to negotiations with the county. To prevent a Retro Memo from being required in the future, the county and the state will continue to work closely to negotiate contracts in a timelier manner. The county and the State will continue to work together on the funding.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DES	CRIPTION OF	CONTRA	СТ			
1. Co	ontract Number:	19413			Amendment Number:	1
					Legal Entity Name:	BOARD OF REGENTS - NSHE OBO - DESERT RESEARCH INSTITUTE
Ag	gency Name:	DEPART	MENT OF	AGRICULTURE	Contractor Name:	BOARD OF REGENTS - NSHE OBO - DESERT RESEARCH INSTITUTE
Ag	gency Code:	550			Address:	DESERT RESEARCH INSTITUTE
Ap	propriation Unit:	4540-04				2215 RAGGIO PKWY
	budget authority ailable?:		Yes		City/State/Zip	RENO, NV 89512-1095
lf '	"No" please expla	ain: Not Ap	oplicable		Contact/Phone:	775/673-7379
					Vendor No.:	T29034539
					NV Business ID:	NV19831014800
To	what State Fisca	al Year(s)	will the co	ntract be charged?	2018-2019	
W the	hat is the source e contractor will b	of funds th	nat will be multiple fu	used to pay the contrac nding sources.	ctor? Indicate the pe	rcentage of each funding source if
	X General Fu	nds 100	.00 %	Fees	0.00 %	
	Federal Fur	nds 0	.00 %	Bonds	0.00 %	
	Highway Fu	unds 0	.00 %	Other funding	0.00 %	
2. Co	ontract start date:	:				
a.	Effective upon E Examiner's app	Board of roval?	No	or b. other effective of	date 01/09/2018	3
	Anticipated B	OE meeting	g date	03/2019		
Re	etroactive?		No			
lf '	"Yes", please exp	olain				
No	ot Applicable					
3. Pr Te	eviously Approve ermination Date:	ed 06 /	30/2019			
Co	ontract term:	1 y	ear and 1	71 days		
4. Ty	pe of contract:	Inte	erlocal Ag	greement		
Co	ontract descriptio	n: Dro	ought Init	iative		
5. <u>Ρι</u>	urpose of contrac	t:				
su	pport of the Sta	te Drough	nt Initiativ	iginal interlocal agree e. This amendment de itoring activities after	ecreases the maxin	es drought and water use monitoring in num amount from \$243,400 to
6. C0	ONTRACT AMEN	DMENT				
				Trans \$	S Info Acc	um \$ Action Accum \$ Agenda
1.	The max arr contract:	nount of the	e original	\$243,400.00	\$243,40	-
2.	Amount of c (#1):	urrent ame	endment	-\$161,653.33	-\$161,65	53.33 -\$161,653.33 Yes - Action
3.	()	um contrac	rt	\$81,746.67	7	
JUS	TIFICATION					

- 7. What conditions require that this work be done?
 Through implementation of the Drought Initiative; the vendor (DRI) has been identified as a key party to the initiative.
- 8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Desert Research Institute has been identified to have the tools and skill set necessary to complete the specific work required for this drought initiative.

9.	. Were quotes or proposals solicited? No								
	Was the solicitation (RFP) done by the Purchasing No Division?								
	a. List the names of vendors that were solicited to submit proposals (include at least three):								
	Not Applicable								
	b. Soliciation Waiver: Not Applicable								
	c. Why was this contractor chosen in preference to other?								
	This vendor was selected upon approval of funding as a participant in the Drought Initiative.								
	d. Last bid date: Anticipated re-bid date:								
10.	. Does the contract contain any IT components? No								
III. C	OTHER INFORMATION								
11.	. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?								
	Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor								
	10%								
12.	a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?								
	No								
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of 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								
	The Desert Research Institute is an institution of the Nevada System of Higher Education.								
13.	Has the contractor ever been engaged under contract by any State agency?								
	Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:								
	The Desert Research Institute contracts with multiple state agencies and performs satisfactory service.								
14.	. Is the contractor currently involved in litigation with the State of Nevada?								
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract:								
	Not Applicable								
15.	. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:								
	Governmental Entity								
16.	. Not Applicable								
17.	. Not Applicable								
18.	. Not Applicable								
19.	Agency Field Contract Monitor:								
20.	. Contract Status:								

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bbel1	01/25/2019 16:24:11 PM
Division Approval	bbel1	01/25/2019 16:24:14 PM
Department Approval	bbel1	01/25/2019 16:24:17 PM
Contract Manager Approval	melli2	02/12/2019 16:30:18 PM
Budget Analyst Approval	mtum1	02/12/2019 16:31:35 PM
BOE Agenda Approval	lfree1	02/13/2019 13:19:51 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT 1 1. Contract Number: 20077 Amendment Number: Legal Entity Alertsense, Inc. Name: Agency Name: **DPS-EMERGENCY MANAGEMENT** Contractor Name: Alertsense, Inc. 6149 N Meeker Pl. Agency Code: 654 Address: Suite 250 Appropriation Unit: 3673-53 Is budget authority Yes City/State/Zip Boise, ID 83713 available?: If "No" please explain: Not Applicable Contact/Phone: Brendon Longley 801-699-4918 Vendor No.: T29040481 **NV Business ID:** NV20141478483 2018-2021 To what State Fiscal Year(s) will the contract be charged? What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. 0.00 % General Funds 0.00 % Fees Bonds Х Federal Funds 100.00 % 0.00 % Highway Funds 0.00 % Other funding 0.00 % Contract start date: a. Effective upon Board of No or b. other effective date 05/16/2018 Examiner's approval? Anticipated BOE meeting date 03/2019 **Retroactive?** No If "Yes", please explain Not Applicable 3. Previously Approved 08/31/2019 Termination Date: Contract term: 2 years and 108 days 4. Type of contract: Contract Contract description: public alert 5. Purpose of contract: This is the first amendment to the original contract which provides continued web portal access to the Integrated Public Alert & Warning System. This amendment extends the termination date from August 31, 2019 to August 31, 2020, increases the maximum amount from \$24,950 to \$59,900 and changes the scope of work to add the Integrated Public Alert and Warning System Spanish Language Translator service to the system. 6. CONTRACT AMENDMENT Trans \$ Info Accum \$ Action Accum \$ Agenda 1. \$24,950.00 \$24,950.00 Yes - Info The max amount of the original \$24,950.00 contract: \$59,900.00 Yes - Action 2. Amount of current amendment \$34,950.00 \$34,950.00 (#1): 3. New maximum contract \$59,900.00 amount: 08/31/2020 and/or the termination date of the original contract has changed to:

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada is required to have an Integrated Public Alert and Warning (IPAWS) system, as identified in Title 47 CFR, Chapter 73, Part 11. Alert Sense is the common operational platform from which public warning is made and has been in use by the state. It uses a Common Alerting Protocol (CAP) required by law. The Emergency Alert System, or EAS, is a network of radio and television stations, cable television operators and IPTV services (EAS Participants) that is available 24/7/365 to local, state and federal officials to inform the public of a pending emergency, disaster or crises. This network is available at no charge because providers buy their own specialized EAS equipment, pay to maintain it and train their staff to understand the purpose and use of EAS. In addition, the broadcasters and other providers set aside program time in their weekly schedules for routine testing which ensures that the system is always ready for use. The Federal Communications Commission set up a national framework for EAS for National, Presidential warnings while allowing each state to build its own EAS plan tailored to local needs.

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

State employees within the Division of Emergency Management use the AlertSense Software and cannot access the EAS without this interface. Further, this interface is technically linked to other devices and systems which initiate the EAS and this cannot be done by a person. There are no other state agencies who have the statutory authority to initiate an EAS and manage the program.

9. Were quotes or proposals solicited? No Was the solicitation (RFP) done by the Purchasing No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

Division?

b. Soliciation Waiver: Not Applicable

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

AlertSense was the initial vendor chosen by Washoe County. The Division is taking over the service and additional vendors solicited never responded after numerous attempts. The Division will be releasing a RFP for continued service. Nevada has a 26% Hispanic population according to the 2017 population demographics and AlertSense, Inc is the only IPAWS tested and evaluated web-based alerting vendor that supports the Spanish language capability. By extending the current contract by one year, additional vendors will have time to obtain foreign language IPAWS capability.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

- 19. Agency Field Contract Monitor:
- 20. Contract Status:

Contract Approvals:		
Approval Level	User	Signature Date
Budget Account Approval	jlun1	01/18/2019 14:26:29 PM
Division Approval	lgallow1	01/25/2019 11:34:36 AM
Department Approval	cboegle	02/01/2019 13:29:50 PM
Contract Manager Approval	cboegle	02/01/2019 13:29:54 PM
Budget Analyst Approval	jrodrig9	02/04/2019 22:29:21 PM
BOE Agenda Approval	hfield	02/06/2019 10:53:57 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. C	DES	CRIPTION OF CON	TRACT						
	1. Co	ontract Number: 163	68		Amendment Number:	2			
					Legal Entity Name:	DataWorks Plus,	LLC		
	Ag	gency Name: DPS	-RECORDS &	TECHNOLOGY	Contractor Name:	DataWorks Plus	, LLC		
	Ag	gency Code: 655			Address:	1168 N. Pleasant	tburg Drive		
	Ap	opropriation Unit: 470	9-26						
	ls av	budget authority /ailable?:	Yes		City/State/Zip	Greenville, SC 2	9607		
	lf	"No" please explain: N	Not Applicable		Contact/Phone:	Todd Pastorini 86	6-632-2780		
					Vendor No.:	PUR0004245			
					NV Business ID:	NV20101769693			
	Тс	what State Fiscal Ye	ar(s) will the co	ntract be charged?	2015-2023				
	W th	hat is the source of fu e contractor will be pai	nds that will be id by multiple fu	used to pay the contrac inding sources.	pay the contractor? Indicate the percentage of each funding source if				
		General Funds	0.00 %	X Fees	100.00 % Admiı	nistrative Service			
		Federal Funds	0.00 %	Bonds	0.00 %				
		Highway Funds	0.00 %	Other funding	0.00 %				
	2. Co	ontract start date:							
	a.	Effective upon Board Examiner's approval	l of No ?	or b. other effective of	date 04/14/2015	5			
		Anticipated BOE m	eeting date	03/2019					
	Re	etroactive?	No						
	lf	"Yes", please explain							
	No	ot Applicable							
	3. Pr Te	eviously Approved ermination Date:	03/31/2019						
	Co	ontract term:	7 years and	353 days					
4	4. Ty	/pe of contract:	Contract						
	C	ontract description:	Software Su	ipport					
Į	5. Pi	urpose of contract:							
	Tł	nis is the second ame	endment to the	e original contract whi	ch provides on-go	ing software and	hardware		
	ar	nendment extends th	ne termination	Services National Ins date from March 31, 2).95 due to the continu	2019 to March 31, 2	023 and increases	System. This the maximum		
(6. CO	ONTRACT AMENDME	INT						
	0. 0			Trans \$	S Info Acc	um \$ Actio	n Accum \$ Agenda		
	1.	The max amount contract:	of the original	\$151,095.91		·	151,095.91 Yes - Action		
		a. Amendment 1:		\$87,650.00	\$87,65	50.00	87,650.00 Yes - Action		
	2.			\$156,665.04			156,665.04 Yes - Action		
	3.	(#2):		\$395,410.95		φ.			
	Э.	amount:							
		and/or the termin the original contra changed to:		03/31/2023	5				
II.	JUS	TIFICATION							

7. What conditions require that this work be done?

This is ongoing maintenance and support for the NIST software program.

8.	8. Explain why State employees in your agency or other State agencies are not able to do this work: There are no qualified state employees in this area who provide this service.								
~		*	·						
9.	. Were quotes or proposals solicite		No No						
	Was the solicitation (RFP) done by the Purchasing No Division?								
	a. List the names of vendors that were solicited to submit proposals (include at least three):								
	Not Applicable								
	b. Soliciation Waiver: Not Applic								
	c. Why was this contractor chose								
	This vendor provides ongoing maintenance and support of a system already purchased and installed as a result of a competitive solicitation, therefore bids were not solicited for this contract.								
	d. Last bid date:	d. Last bid date: Anticipated re-bid date:							
10.	. Does the contract contain any IT	components?	Yes						
III. C	OTHER INFORMATION								
11.	. Is there an Indirect Cost Rate or F	Percentage Paid to th	e Contractor?						
	No If "Yes", please prov	vide the Indirect Cost	Rate or Percentage Paid to the Contractor						
	Not Applicable								
12.	employee of the State of Nevada	loyee of the State of I ?	Nevada or will the contracted services be performed by a current						
	Νο								
	b. Was the contractor formerly en	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be							
	performed by someone formerly employed by the State of Nevada within the last 24 months? No								
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?								
	No If "Yes", please explain								
	Not Applicable								
13.	. Has the contractor ever been eng								
	Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:								
	This vendor has been under contract with the Records, Communications and Compliance Division in the past and the service has been satisfactory.								
14.	. Is the contractor currently involve	d in litigation with the	State of Nevada?						
		s", please provide details of the litigation and facts supporting approval of the contract:							
	Not Applicable								
15.	. The contractor is registered with t Foreign Corporation	the Nevada Secretary	of State's Office as a:						
16.	. a. Is the Contractor Name the sar Yes	me as the legal Entity	Name?						
17.	. a. Does the contractor have a cur Yes	rrent Nevada State Bu	usiness License (SBL)?						
18.		good standing with th	ne Nevada Secretary of State's Office?						
	Yes								
19.	. Agency Field Contract Monitor:								
20.	Contract Status:								
	Contract Approvals:								
	Approval Level	User	Signature Date						
	Budget Account Approval	lgallow1	01/15/2019 10:37:58 AM						
	Division Approval	lgallow1	01/15/2019 10:38:12 AM						
	Department Approval	jdibasil	01/15/2019 11:05:07 AM						

Contract Manager Approval

Budget Analyst Approval

EITS Approval

01/15/2019 11:06:00 AM

01/15/2019 17:01:46 PM

02/04/2019 21:34:31 PM

lgallow1

daxtel1

jrodrig9

BOE Agenda Approval

hfield

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21490

	Contract Number.	21400			
				Legal Entity Name:	DESIGN WORKSHOP, INC.
	Agency Name:	DCNR - PARKS DIVISION	N	Contractor Name:	DESIGN WORKSHOP, INC.
	Agency Code:	704		Address:	1390 LAWRENCE ST STE 100
	Appropriation Unit:				
	Is budget authority available?:	Yes		City/State/Zip	DENVER, CO 80204-2081
	If "No" please expla	ain: Not Applicable		Contact/Phone:	303/623-5186
				Vendor No.:	T81090224
				NV Business ID:	NV19971217141
		al Year(s) will the contract b	-	2019-2020	
	What is the source the contractor will b	of funds that will be used to be paid by multiple funding s	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	X General Fu		Fees	0.00 %	
	Federal Fur		Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon E Examiner's appr		other effective c	late: NA	
	Anticipated BC	OE meeting date 03/2	2019		
	Retroactive?	Νο			
	If "Yes", please exp	blain			
	Not Applicable				
3.	Termination Date:	09/30/2019			
	Contract term:	212 days			
4.	Type of contract:	Contract			
	Contract description	n: Vision Plan			
5.	Purpose of contract	t:			
	This is a new cont Tahoe Basin as it	tract to provide data colle relates to Van Sickle Bi-S	ction and analy state Park.	sis of current and	projected recreation trends within Lake
6.	NEW CONTRACT				
	The maximum amo	ount of the contract for the te	erm of the contra	nct is: \$70,525.00	
	Other basis for pay	ment: billed monthly			
J	USTIFICATION				
7.	What conditions red	quire that this work be done	?		
	State Parks needs	to confirm the direction of p	ark developmen	t.	
8.	Explain why State	employees in your agency o	or other State age	encies are not able t	to do this work:
	Based on existing a	and projected planning work	kloads, state staf	f doesn't possess th	e required capacity to complete this work.
9.	Were quotes or pro	posals solicited?		Yes	
	Was the solicitation Division?	n (RFP) done by the Purcha	ising	No	
	a. List the names o	f vendors that were solicited	d to submit propo	osals (include at leas	st three):
	Ascent Environmer				
	Lumos & Associate	5			
	Haley Sharpe Desig	gn			

	b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other?							
		*	mittoo					
	They were ranked first when evaluated by the selection committee. d. Last bid date: Anticipated re-bid date:							
10	Does the contract contain any IT c	•	No					
	THER INFORMATION							
11.	Is there an Indirect Cost Rate or Po	v						
	· • • •	de the Indirect Cost Rate	or Percentage Paid to the Contractor					
	Not Applicable	wee of the State of Neva	da or will the contracted services be performed by a current					
12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a curre employee of the State of Nevada? No								
	b. Was the contractor formerly emperformed by someone formerly er No	bloyed by the State of New nployed by the State of N	vada within the last 24 months or will the contracted services be evada within the last 24 months?					
	c. Is the contractor employed by ar	ny of Nevada's political su	bdivisions or by any other government?					
	No If "Yes", please expla	in						
	Not Applicable							
13.	Has the contractor ever been enga							
	Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:							
	State Parks in 2000 and State Lands in 2016 with satisfactory performance.							
14.	Is the contractor currently involved in litigation with the State of Nevada?							
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable							
		a Novada Socratary of St	rato's Office as a:					
15.	The contractor is registered with th Foreign Corporation	e Nevada Secretary of St	ale's Onice as a.					
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Nam	e?					
17.	a. Does the contractor have a curre Yes	ent Nevada State Busines	ss License (SBL)?					
18.	a. Is the legal entity active and in g Yes	ood standing with the Net	vada Secretary of State's Office?					
19.	Agency Field Contract Monitor: Dana Dapolito, Park & Rec Prog	ram Manager Ph: 775-68	84-2789					
20.	Contract Status:							
	Contract Approvals:							
	Approval Level	User	Signature Date					
	Budget Account Approval	sdecrona	01/25/2019 14:29:29 PM					
	Division Approval	sdecrona	01/25/2019 14:29:31 PM					
	Department Approval	sdecrona	01/25/2019 14:29:35 PM					
	Contract Manager Approval	sdecrona	01/25/2019 14:29:38 PM					
	Budget Analyst Approval	cpalme2	02/06/2019 11:48:05 AM					
	BOE Agenda Approval	lfree1	02/07/2019 09:44:00 AM					
	BOE Final Approval	Pending						

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21523

BOE

			Legal Entity Name:	CREICO ENTERPRISES, LLC
Agency Name:	DCNR - FORESTRY DIVIS	SION	Contractor Name:	CREICO ENTERPRISES, LLC
Agency Code:	706		Address:	3184 ENFIELD AVE
Appropriation Unit:	4195-95			
Is budget authority available?:	Yes		City/State/Zip	ELKO, NV 89801-2428
If "No" please expla	ain: Not Applicable		Contact/Phone:	Gary Chapin 775/397-1164
			Vendor No.:	T32002017
			NV Business ID:	NV20081370376
To what State Fisc	al Year(s) will the contract b	e charged?	2019	
What is the source the contractor will b	of funds that will be used to be paid by multiple funding s	pay the contractory pay th	ctor? Indicate the pe	rcentage of each funding source if
X General Fu	nds 100.00 %	Fees	0.00 %	
Federal Fur	nds 0.00 %	Bonds	0.00 %	
Highway Fu Agency Reference		Other funding	0.00 %	
 Contract start date: a. Effective upon E 		other effective of	date: NA	
Examiner's app	roval?			
	DE meeting date 03/2	019		
Retroactive?	No			
If "Yes", please exp	blain			
Not Applicable				
3. Termination Date:	06/30/2019			
Contract term:	120 days			
1 Type of contract:	Contract			
 Type of contract: Contract descriptio 		`		
·	C C	•		
5. Purpose of contrac			in the state of the second second	m Desien Heedenestens in Elles
-	ct to complete deferred m	aintenance pro	jects at the northe	rn Region Headquarters in Elko.
6. NEW CONTRACT				
	ount of the contract for the te		act is: \$59,540.00	
•	es will be made at the rate c	•		
Other basis for pay invoice.	ment: Upon completion of w	vork performed i	n a satisfactory man	ner and receipt/approval of contractor's
JUSTIFICATION				
7. What conditions re-	quire that this work be done	?		
This a new contrac	t to complete M425 Projects	at the Northern	Region Facility.	
8. Explain why State	employees in your agency o	r other State ag	encies are not able t	to do this work:
	o not possess the expertise			
9. Were quotes or pro	posals solicited?		Yes	
	(RFP) done by the Purchas	sing	No	
	f vendors that were solicited	<u>d to su</u> bmit propo	osals (include at leas	st three):
Canyon Construction		-		
Creico Enterprises Ormaza Constructi				
IOrmaza Construction ntract #: 21523		Page 1 c	of 2	14
maol #. 21020		Paye I C	<i>// L</i>	14

	b. Soliciation Waiver: Not Applica						
	c. Why was this contractor chosen in preference to other? Contractor attended pre-bid and provided a proposal						
	d. Last bid date:		re-bid date:				
10.	. Does the contract contain any IT c	omponents?	No				
III. C	OTHER INFORMATION						
11.	. Is there an Indirect Cost Rate or P No If "Yes", please provi	•	e Contractor? Rate or Percentage Paid to the Contractor				
12.	Not Applicable . a. Is the contractor a current employee of the State of Nevada? No	oyee of the State of N	Nevada or will the contracted services be performed by a current				
	b. Was the contractor formerly em performed by someone formerly e No	ployed by the State of mployed by the State of mployed by the State	of Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?				
	c. Is the contractor employed by aNoIf "Yes", please expla	•	al subdivisions or by any other government?				
	Not Applicable						
13.	. Has the contractor ever been enga	aged under contract l	by any State agency?				
	Yes If "Yes", specify when agency has been ver	n and for which agen ified as satisfactory:	cy and indicate if the quality of service provided to the identified				
	NDF has current and past contrac	ts with this contractor	r who has provided satisfactory services.				
14.	. Is the contractor currently involved NoIf "Yes", please provi	•	State of Nevada? ation and facts supporting approval of the contract:				
	Not Applicable						
15.	. The contractor is registered with th Nevada Corporation	ne Nevada Secretary	of State's Office as a:				
16.	. a. Is the Contractor Name the sam Yes	e as the legal Entity	Name?				
17.	. a. Does the contractor have a curr Yes	ent Nevada State Bu	siness License (SBL)?				
18.	. a. Is the legal entity active and in <u>c</u> Yes	good standing with th	e Nevada Secretary of State's Office?				
19.	. Agency Field Contract Monitor: Simerly, Brett, Support Services	Program Manager	Ph: 775-684-2517				
20.	. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval Budget Analyst Approval	User dgree6 dprather dprather jcoope8 cpalme2	Signature Date 02/06/2019 16:35:38 PM 02/07/2019 08:54:56 AM 02/07/2019 08:55:00 AM 02/11/2019 15:14:05 PM 02/11/2019 16:23:37 PM				

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21509

	Contract Number.	21505			
				Legal Entity Name:	DON M. LAZORKO CONSTRUCTION, INC.
	Agency Name:	DCNR - FORESTRY DIVISI	ION	Contractor Name:	DON M. LAZORKO CONSTRUCTION, INC.
	Agency Code:	706		Address:	PO BOX 728
	Appropriation Unit: 4	4195-95			
	Is budget authority available?:	Yes		City/State/Zip	VERDI, NV 89439-0728
	If "No" please explai	n: Not Applicable		Contact/Phone:	Don Lazorko 775/345-7320
				Vendor No.:	T27035934
				NV Business ID:	NV20041421345
		I Year(s) will the contract be	-	2019	
		of funds that will be used to p e paid by multiple funding so		ctor? Indicate the per	rcentage of each funding source if
	X General Fun		Fees	0.00 %	
	Federal Fund		Bonds	0.00 %	
	Highway Fur		Other funding	0.00 %	
	Agency Reference #		0		
2.	Contract start date:				
	a. Effective upon Bo	pard of Yes or b.o	other effective of	date: NA	
	Examiner's appro				
	Anticipated BO	E meeting date 03/20	19		
	Retroactive?	Νο			
	If "Yes", please expla	ain			
	Not Applicable				
3.	Termination Date:	06/30/2019			
	Contract term:	120 days			
4.	Type of contract:	Contract			
	Contract description	: Minden M425 Projec	cts		
5.	Purpose of contract:				
	This is a new contr	act to complete deferred r	maintenance p	projects at the Sierr	a Front Interagency Dispatch Center.
6.	NEW CONTRACT				
	The maximum amou	int of the contract for the ter	m of the contra	act is: \$58,960.00	
	Payment for services	s will be made at the rate of	\$0.00 per N/A		
		nent: Upon completion of wo	ork performed i	n a satisfactory man	ner and receipt/approval of contractor's
	invoice.				
JL	JSTIFICATION				
7.	What conditions requ	uire that this work be done?			
	•	ct for M425 Projects at the S		eragency Dispatch C	Center.
8		mployees in your agency or			
0.		not have the expertise to pr			
ا م					
9.	Were quotes or prop		ing	Yes No	
	Division?	(RFP) done by the Purchasi	шy	INU	
	a. List the names of	vendors that were solicited	to submit propo	osals (include at leas	st three):

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: Not Applicable
c. Why was this contractor chosen in preference to other?
Sole Contractor to attend pre-bid and provide proposal
d. Last bid date:

Anticipated re-bid date:

No

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of 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

NDF is currently in contract for other projects (CETS 21301, 20143)

- 13. Has the contractor ever been engaged under contract by any State agency?
 - Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDF is currently in contract for other projects (CETS 21301, 20143); as well as past projects and performed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Simerly, Brett, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

User	Signature Date
dgree6	02/06/2019 16:35:23 PM
dprather	02/07/2019 08:58:15 AM
dprather	02/07/2019 08:58:18 AM
jcoope8	02/11/2019 15:14:26 PM
cpalme2	02/11/2019 16:29:41 PM
lfree1	02/13/2019 13:42:38 PM
Pending	
	dgree6 dprather dprather jcoope8 cpalme2 lfree1

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21450

	•			
			Legal Entity Name:	SNYDER SERVICES, INC. DBA SNYDER MECHANICAL
Agency Name: DCN	R - FORESTR	DIVISION	Contractor Name:	SNYDER SERVICES, INC. DBA SNYDER MECHANICAL
Agency Code: 706			Address:	1250 Lamoille Highway #104
Appropriation Unit: 4195	-07			
Is budget authority available?:	Yes		City/State/Zip	ELKO, NV 89801
If "No" please explain: No	ot Applicable		Contact/Phone:	Scott Oxborrow 775/738-5616
			Vendor No.:	T80925991
			NV Business ID:	NV20011319542
To what State Fiscal Yea	r(s) will the con	tract be charged?	2019-2021	
What is the source of function the contractor will be paid	ds that will be ι I by multiple fur	used to pay the contrac nding sources.	ctor? Indicate the pe	rcentage of each funding source if
X General Funds	100.00 %	Fees	0.00 %	
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	Other funding	0.00 %	
Agency Reference #:	RFP #70CNR	-S378 PSM: HM		
2. Contract start date:				
a. Effective upon Board (Examiner's approval?	of No	or b. other effective of	date 03/12/2019	
Anticipated BOE me	eting date	03/2019		
Retroactive?	No			
If "Yes", please explain				
Not Applicable				
3. Termination Date:	03/12/2021			
Contract term:	2 years and	1 dav		
4. Type of contract:	Contract	·		
Contract description:	HVAC & Plur	nhing Mate		
•				
5. Purpose of contract:	<u> </u>			
This is a new contract f	or repair and r	naintenance of heating	ng, ventilation, air o	conditioning and plumbing systems.
6. NEW CONTRACT				
The maximum amount of	the contract fo	r the term of the contra	act is: \$130,000.00	

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon completion of work in a satisfactory manner and receipt/approval of Contractor's invoice: \$85 business hr/\$110 after business hr

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract for the repair and maintenance of heating, ventilation and air conditioning (HVAC), and plumbing systems. The contract will also include planned preventative maintenance, emergency, emergency and non-emergency repairs and parts specifically to HVAC and plumbing systems at the following facilities: Elko Interagency Dispatch Center, Northern Region Office and Shop, Wells Conservation Camp, and Carlin Conservation Camp.

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

State employees do not possess the expertise necessary to perform this service.

9. Were quotes or proposals solicited?	Yes
Was the solicitation (RFP) done by the Purchasing Division?	Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Chester Plumbing and Heating Snyder Mechanical Savaga and Son

b. Soliciation Waive	b. Soliciation Waiver: Not Applicable						
c. Why was this con	c. Why was this contractor chosen in preference to other?						
		accordance with NRS 333, t ed evaluation committee.	he selected ven	ndor was the highest scoring proposer as	;		
d. Last bid date:	11/12/2018	Anticipated re-bid date:	01/01/2021				
0. Does the contract co	ontain any IT compo	nents? No					
OTHER INFORMAT	ΓΙΟΝ						

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

1

III.

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various agencies and satisfactory has been good.

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Simerly, Brett, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	01/09/2019 15:19:01 PM
Division Approval	dprather	01/10/2019 06:26:16 AM
Department Approval	dprather	01/10/2019 06:26:20 AM
Contract Manager Approval	jcoope8	01/15/2019 08:13:10 AM
Budget Analyst Approval	cpalme2	01/29/2019 15:11:43 PM
BOE Agenda Approval	cmurph3	01/29/2019 15:42:54 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21474

			Legal Entity Name:	NEVADA LAND TRUST
	NR - ENVIRONMENTAL DTECTION	-	Contractor Name:	NEVADA LAND TRUST
Agency Code: 709			Address:	PO BOX 20288
Appropriation Unit: 319	3-09			
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89515-0288
If "No" please explain: I	Not Applicable		Contact/Phone: Vendor No.:	Kim Pezonella 775/851-5180 T81200103A
			NV Business ID:	NV19921030338
To what State Fiscal Ye	ar(s) will the contract be	charged?	2019-2020	
What is the source of fu the contractor will be pa	nds that will be used to id by multiple funding so	pay the contrac	ctor? Indicate the per	rcentage of each funding source if
General Funds	0.00 %	Fees	0.00 %	
X Federal Funds	100.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	Other funding	0.00 %	
Agency Reference #:	DEP 19-028			
2. Contract start date:				
a. Effective upon Boarc Examiner's approval		other effective c	date: NA	
Anticipated BOE m	neeting date 03/20	19		
Retroactive?	No			
If "Yes", please explain				
Not Applicable				
3. Termination Date:	06/30/2020			
Contract term:	1 year and 121 days	5		
4. Type of contract:	Contract			
Contract description:	Watershed Plan			
5. Purpose of contract:				
This is a new contract	to provide ongoing su	pport for the o	development of a V	Vatershed Management Plan.
6. NEW CONTRACT				
The maximum amount of	of the contract for the ter	m of the contra	act is: \$75,000.00	
Other basis for payment	t: Quarterly			
. JUSTIFICATION				

7. What conditions require that this work be done?

The U.S. Environmental Protection Agency provides federal Clean Water Act Section 319 funds to the State of Nevada, Division of Environmental Protection for the specific purpose of addressing nonpoint source pollution through watershed restoration and environmental education projects.

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

The Nevada Division of Environmental Protection, Nonpoint Source Pollution Management Program issues an annual request for proposals (RFP)for the distribution of federal Clean Water Act Section 319 funds for the implementation of environmental restoration and education projects to control nonpoint source pollution. The local match funds generated through the projects fulfill the State�s non-federal match obligation for the federal funds.

9.	Were quotes or proposals solicited?	Yes
	Was the solicitation (RFP) done by the Purchasing Division?	No

П.

a. List the names of vendors that were solicited to submit proposals (include at least three):

River Wranglers Sierra Nevada Journeys Nevada Land Trust

b. Soliciation Waiver: Not Applicable	-
c. Why was this contractor chosen in preference to other?	_

No

This contractor was chosen by the RFP evaluation committee based on the scores of the selection criteria.

d. Last bid date: 07/09/2018 Anticipated re-bid date: 07/09/2019

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

- 13. Has the contractor ever been engaged under contract by any State agency?
 - Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

6/19/18 to present - NDEP/BWQP - service provided has been satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

- 17. Not Applicable
- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Birgit Widegren, null Ph: 775-687-9550

20. Contract Status:

Contract Approvals:

User	Signature Date
ahanso1	01/23/2019 15:59:39 PM
pcomba	02/08/2019 07:25:27 AM
pcomba	02/08/2019 07:25:33 AM
mhilk1	02/08/2019 07:32:11 AM
cpalme2	02/08/2019 16:26:44 PM
lfree1	02/11/2019 10:10:13 AM
Pending	
	ahanso1 pcomba pcomba mhilk1 cpalme2 lfree1

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21473

••					
				Legal Entity Name:	Sierra Nevada Journeys
	Agency Name:	DCNR - ENVIRONN PROTECTION	IENTAL	Contractor Name:	Sierra Nevada Journeys
	Agency Code:	709		Address:	190 E. Liberty Street
	Appropriation Unit:	3193-09			
	Is budget authority available?:	Yes		City/State/Zip	Reno, NV 89501-2209
	If "No" please expla	ain: Not Applicable		Contact/Phone:	Joan Grover 775-355-1688
				Vendor No.:	T29015313
				NV Business ID:	NV20061807775
		al Year(s) will the con	•	2019-2020	
	the contractor will b	be paid by multiple fur			rcentage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	X Federal Fur		Bonds	0.00 %	
	Highway Fu		Other funding	0.00 %	
	Agency Reference	#: DEP 19-029			
2.	Contract start date:				
â	a. Effective upon E Examiner's app		or b. other effective of	date: NA	
	Anticipated B	OE meeting date	03/2019		
	Retroactive?	No			
	If "Yes", please exp	olain			
	Not Applicable				
3.	Termination Date:	12/31/2019			
	Contract term:	305 days			
4.	Type of contract:	Contract			
	Contract descriptio	n: Watershed E	ducation		
5	Purpose of contrac	t:			
	This is a new con Nevada.	tract to provide ong	oing watershed educ	ation programs to	students and educators in northern

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$83,447.00** Other basis for payment: Quarterly invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The U.S. Environmental Protection Agency provides federal Clean Water Act Section 319 funds to the State of Nevada, Division of Environmental Protection for the specific purpose of addressing nonpoint source pollution through watershed restoration and environmental education projects.

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

The Nevada Division of Environmental Protection, Nonpoint Source Pollution Management Program issues an annual request for proposals (RFP)for the distribution of federal Clean Water Act Section 319 funds for the implementation of environmental restoration and education projects to control nonpoint source pollution. The local match funds generated through the projects fulfill the State�s non-federal match obligation for the federal funds.

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):

Carson Water Subconservancy District River Wranglers

Clark County Water Reclamation District

b. Soliciation Waiver: Not Applicable

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

This contractor was chosen by the RFP evaluation committee based on the scores of the selection criteria.

d. Last bid date: 07/09/2018 Anticipated re-bid date: 07/09/2019

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

3/13/18 to 12/31/2018 - NDEP/BWQP - Service provided was satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name? Yes
- 17. Not Applicable
- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Birgit Widegren, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	01/23/2019 16:00:49 PM
Division Approval	pcomba	02/05/2019 11:56:23 AM
Department Approval	pcomba	02/05/2019 11:56:29 AM
Contract Manager Approval	mhilk1	02/05/2019 12:28:46 PM
Budget Analyst Approval	cpalme2	02/06/2019 13:36:01 PM
BOE Agenda Approval	lfree1	02/06/2019 15:13:16 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21480

				Legal Entity Name:	LEWIS & ELLIS, INC.
	Agency Name: B&I -	INSURANCE DIVIS	ON	Contractor Name:	LEWIS & ELLIS, INC.
	Agency Code: 741			Address:	11225 College Blvd Suite 320
	Appropriation Unit: 3813-	-10			-
	Is budget authority available?:	Yes		City/State/Zip	Overland Park, KS 66210
	If "No" please explain: No	ot Applicable		Contact/Phone:	Kimberly Shores 913/491-3388
				Vendor No.:	T27034630
	To what Otata Final Vac		a abarrad	NV Business ID:	NV20121509105
	To what State Fiscal Year	()	•	2019-2021	reantage of each funding source if
	the contractor will be paid	by multiple funding	sources.	cior / indicate the per	rcentage of each funding source if
	General Funds	0.00 % X	Fees	100.00 % Exam	ination
	Federal Funds	0.00 %	Bonds	0.00 %	
	Highway Funds	0.00 %	Other funding	0.00 %	
	Agency Reference #:	RFP # 74BAI-S341			
2.	Contract start date:				
	a. Effective upon Board o Examiner's approval?	of Yes or b.	other effective of	date: NA	
	Anticipated BOE me	eting date 03/2	2019		
	Retroactive?	No			
	If "Yes", please explain				
	Not Applicable				
3.	Termination Date:	03/31/2021			
	Contract term:	2 years and 30 day	/S		
4.	Type of contract:	Contract			
	Contract description:	Actuarial Services			
5.	Purpose of contract:				
	This is a new contract to	o provide actuarial	services.		
6.	NEW CONTRACT				
	The maximum amount of	the contract for the te	erm of the contra	act is: \$2,000,000.0	0
	Other basis for payment: from \$130/hour to \$275/h		tilized (e.g., Con	sulting Actuaries, Ac	ctuarial Analyst, Managing Actuary) ranges
J	USTIFICATION				
7.	What conditions require th	hat this work be done	?		
	Actuarial Services are rec	quired by the Division	of Insurance		
8.	Explain why State employ	vees in your agency o	or other State ag	encies are not able t	to do this work:
	This is a specialized servi	ice			
9.	Were quotes or proposals	s solicited?		Yes	
	Was the solicitation (RFP Division?) done by the Purcha	sing	Yes	
	a. List the names of vende	ors that were solicite	d to submit propo	osals (include at leas	st three):
	Taylor-Walker Consulting Leif Associates Inc NovaRest Inc				
	b. Soliciation Waiver: Not	Applicable			

c. Why was this contractor chosen in preference to other?	an the highest searing propager as
Pursuant to RFP #74BAI-S341, and in accordance with NRS 333, the selected vendor w determined by an independently appointed evaluation committee.	as the highest sconing proposer as
d. Last bid date: 10/01/2018 Anticipated re-bid date: 10/01/2020	
10. Does the contract contain any IT components? No	
III. OTHER INFORMATION	
11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?	
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Co	ontractor
Not Applicable	
12. a. Is the contractor a current employee of the State of Nevada or will the contracted serv employee of the State of Nevada?	ices be performed by a current
Νο	
b. Was the contractor formerly employed by the State of Nevada within the last 24 month performed by someone formerly employed by the State of Nevada within the last 24 mor No	
c. Is the contractor employed by any of Nevada's political subdivisions or by any other go	overnment?
No If "Yes", please explain Not Applicable	
13. Has the contractor ever been engaged under contract by any State agency?	
Yes If "Yes", specify when and for which agency and indicate if the quality of se agency has been verified as satisfactory:	rvice provided to the identified
Business and Industry, Division of Insurance Currently contracted with Division	
Work is satisfactory	
14. Is the contractor currently involved in litigation with the State of Nevada?	
No If "Yes", please provide details of the litigation and facts supporting approv	al of the contract:
Not Applicable	
15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation	
16. a. Is the Contractor Name the same as the legal Entity Name?	
Yes	
17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes	
 a. Is the legal entity active and in good standing with the Nevada Secretary of State's Off Yes 	fice?
19. Agency Field Contract Monitor:	
20. Contract Status:	
Contract Approvals:	

Approval Level	User	Signature Date					
Budget Account Approval	jhanse4	02/05/2019 13:31:30 PM					
Division Approval	jhanse4	02/05/2019 13:31:33 PM					
Department Approval	jhanse4	02/05/2019 13:31:35 PM					
Contract Manager Approval	tbouas	02/07/2019 09:47:56 AM					
Budget Analyst Approval	aurruty	02/08/2019 12:01:17 PM					
BOE Agenda Approval	lfree1	02/11/2019 14:21:09 PM					
BOE Final Approval	Pending						

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21481

					Legal Entity Name:	Leif Associates, Inc.
	Agency Name: B8	&I - INSURANCE D	olvisio	N	Contractor Name:	Leif Associates, Inc.
	Agency Code: 74	1			Address:	1331 17th Street Ste 350
	Appropriation Unit: 38	313-10				
	Is budget authority available?:	Yes			City/State/Zip	Denver, CO 80202
	If "No" please explain:	Not Applicable			Contact/Phone: Vendor No.:	Elizabeth J. Leif 303/294-0994
					NV Business ID:	NV20181798249
	To what State Fiscal Y	ear(s) will the cont	ract be	e charged?	2019-2021	
		funds that will be us	sed to	pay the contract		rcentage of each funding source if
	General Funds	• •	-	Fees	100.00 % Exami	ination
	Federal Funds			Bonds	0.00 %	
	Highway Funds			Other funding	0.00 %	
	Agency Reference #:	RFP # 74BAI-	5341	ether furfalling	0.00 /0	
~	0,		0011			
2.	Contract start date: a. Effective upon Boa	rd of Yes (or b	other effective c	date: NA	
	Examiner's approva	al?				
	Anticipated BOE	-	03/20)19		
	Retroactive?	No				
	If "Yes", please explain	n				
	Not Applicable					
3.	Termination Date:	03/31/2021				
	Contract term:	2 years and 3	0 days	5		
4.	Type of contract:	Contract				
	Contract description:	Actuarial Serv	vices			
5.	Purpose of contract:					
	This is a new contrac	ct to provide actua	arial s	ervices.		
6.	NEW CONTRACT					
	The maximum amount	t of the contract for	the te	rm of the contra	act is: \$2,000,000.0	0
	Other basis for payme from \$130/hour to \$27		taff uti	lized (e.g., Cons	sulting Actuaries, Ac	tuarial Analyst, Managing Actuary) ranges
J	USTIFICATION					
7.	What conditions requir	re that this work be	done	?		
	Actuarial services are	required by the Div	vision o	of Insurance		
8.	Explain why State emp	oloyees in your age	ency o	r other State age	encies are not able t	to do this work:
	This is a specialized se	ervice				
9.	Were quotes or propos	sals solicited?			Yes	
	Was the solicitation (R Division?	(FP) done by the P	urchas	sing	Yes	
	a. List the names of ve	endors that were so	licited	to submit propo	osals (include at leas	st three):
	Taylor-Walker Consult Lewis & Ellis Inc NovaRest Inc	ling				
	b. Soliciation Waiver:	Not Applicable				

	c. Why was this contractor chosen	in preference to other?							
		nd in accordance with NR	S 333, the selected vendor was the highest scoring proposer as mittee.						
	d. Last bid date: 10/01/2018	8 Anticipated re-	bid date: 10/01/2020						
10.	. Does the contract contain any IT c	omponents?	No						
III. (OTHER INFORMATION								
11.	. Is there an Indirect Cost Rate or P	ercentage Paid to the Cc	ontractor?						
		U U	e or Percentage Paid to the Contractor						
	Not Applicable								
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 								
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No								
	c. Is the contractor employed by a	ny of Nevada's political s	ubdivisions or by any other government?						
	No If "Yes", please expla	in							
	Not Applicable								
13.		n and for which agency a	ny State agency? nd indicate if the quality of service provided to the identified						
	agency has been ver Not Applicable	ified as satisfactory:							
14.	. Is the contractor currently involved	-							
	No If "Yes", please provi Not Applicable	de details of the litigation	and facts supporting approval of the contract:						
15		Novedo Socratoria of C	Statela Office en el						
15.	. The contractor is registered with th Foreign Corporation	le nevada Secretary of S	state's Office as a.						
16.	. a. Is the Contractor Name the sam Yes	e as the legal Entity Nan	ne?						
17.	. a. Does the contractor have a curr Yes	ent Nevada State Busine	ess License (SBL)?						
18.	. a. Is the legal entity active and in g Yes	jood standing with the Ne	evada Secretary of State's Office?						
19.	. Agency Field Contract Monitor:								
	Contract Status: Contract Approvals:								
	Approval Level	User	Signature Date						
	Budget Account Approval Division Approval	jhanse4 jhanse4	02/05/2019 13:28:03 PM 02/05/2019 13:28:06 PM						
	Department Approval	jhanse4	02/05/2019 13:28:09 PM						
	Contract Manager Approval	tbouas	02/07/2019 09:47:43 AM						
	Budget Analyst Approval	aurruty	02/08/2019 13:56:42 PM						
	BOE Agenda Approval	lfree1	02/11/2019 14:14:57 PM						
	BOE Final Approval	Pending							

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21477

						Legal Entity Name:	MERLINOS & ASSOCIATES, INC.
	Agency Name:	B&I - IN	SURANCE	DIVISI	ON	Contractor Name:	MERLINOS & ASSOCIATES, INC.
		741				Address:	3274 MEDLOCK BRIDGE RD
	Appropriation Unit:	3813-10)				
	Is budget authority available?:		Yes			City/State/Zip	PEACHTREE CORNERS, GA 30092- 3082
	If "No" please explain	n: Not /	Applicable			Contact/Phone:	David Shepherd 770/453-9771
						Vendor No.:	T27024506
						NV Business ID:	NV20101135051
	To what State Fiscal	•			•	2019-2021	
	What is the source o the contractor will be	of funds e paid by	that will be ι / multiple fur	ised to nding s	pay the contraction pay th	ctor? Indicate the per	rcentage of each funding source if
	General Fund	ds	0.00 %	Х	Fees	100.00 % Exami	ination
	Federal Fund		0.00 %		Bonds	0.00 %	
	Highway Fun	nds	0.00 %		Other funding	0.00 %	
	Agency Reference #	: R	FP # 74BAI-	S341			
2.	Contract start date:						
	a. Effective upon Bo Examiner's appro	oard of oval?	Yes	or b.	other effective of	date: NA	
	Anticipated BO	E meeti	ng date	03/2	019		
	Retroactive?		No				
	If "Yes", please expla	ain					
	Not Applicable						
3.	Termination Date:	0	3/31/2021				
	Contract term:	2	years and 3	30 day	S		
4.	Type of contract:	С	ontract				
	Contract description:	: A	ctuarial Ser	vices			
5.	Purpose of contract:						
	This is a new contra	act to p	orovide actu	arial s	services.		
6.	NEW CONTRACT						
	The maximum amou						
	Other basis for paym from \$130/hour to \$2			staff ut	ilized (e.g., Con	sulting Actuaries, Ac	tuarial Analyst, Managing Actuary) ranges
J	USTIFICATION						
7.	What conditions requ	uire that	this work be	e done	?		
	Actuarial Services ar	re requi	red by the Di	ivision	of Insurance		
8.	Explain why State er	nployee	es in your ag	ency o	r other State ag	encies are not able t	to do this work:
	This is a specialized	service					
9.	Were quotes or prop	osals s	olicited?			Yes	
	Was the solicitation (Division?	(RFP) d	one by the F	Purcha	sing	Yes	
	a. List the names of	vendors	that were s	olicited	d to submit prop	osals (include at leas	st three):
	Taylor-Walker Consu Leif Associates Lewis & Ellis Inc	ulting					
	b. Soliciation Waiver	: Not A	pplicable				

	c. Why was this contractor chosen	in proforance to other?									
			S 333, the selected vendor was the highest scoring proposer as								
	determined by an independently appointed evaluation committee.										
	d. Last bid date: 10/01/2018	8 Anticipated re-b	vid date: 10/01/2020								
10.	Does the contract contain any IT c	omponents?	No								
II. C	OTHER INFORMATION										
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Co	ntractor?								
	No If "Yes", please provi	de the Indirect Cost Rate	or Percentage Paid to the Contractor								
	Not Applicable										
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 										
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No										
	c. Is the contractor employed by an No If "Yes", please expla	•	ubdivisions or by any other government?								
	Not Applicable										
13.	Has the contractor ever been enga	aged under contract by ar	ny State agency?								
	-	n and for which agency ar	nd indicate if the quality of service provided to the identified								
	B& I, Division of Insurance 11/12/14-9/30/18 Work is satisfactory										
14.	Is the contractor currently involved	in litigation with the State	e of Nevada?								
	No If "Yes", please provi	de details of the litigation	and facts supporting approval of the contract:								
	Not Applicable										
15.	The contractor is registered with th Foreign Corporation	e Nevada Secretary of S	tate's Office as a:								
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Nam	ne?								
17.	a. Does the contractor have a curr Yes	ent Nevada State Busine	ss License (SBL)?								
18.	18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes										
19.	Agency Field Contract Monitor:										
20.	Contract Status:										
	Contract Approvals:										
	Approval Level	User	Signature Date								
	Budget Account Approval	jhanse4	02/05/2019 13:30:44 PM								
	Division Approval	jhanse4	02/05/2019 13:30:46 PM								
	Department Approval	jhanse4	02/05/2019 13:30:50 PM								
	Contract Manager Approval	tbouas	02/07/2019 09:46:22 AM								
	Budget Analyst Approval	aurruty	02/08/2019 12:01:27 PM								
	BOE Agenda Approval	lfree1	02/11/2019 14:19:24 PM								

BOE Final Approval

Pending

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21482

						Legal Entity Name:	NovaRest, Inc.
	Agency Name:	B&I - I	NSURANCE	DIVISI	ON	Contractor Name:	NovaRest, Inc.
	Agency Code:	741				Address:	156 West Calle Guija
	Appropriation Unit:	3813-1	0				-
	Is budget authority available?:		Yes			City/State/Zip	Sahuarita, AZ 85629
	If "No" please explai	in: Not	t Applicable			Contact/Phone: Vendor No.:	Donna Novak 520/908-7246
						NV Business ID:	NV20181760502
	To what State Fisca	l Year(s) will the co	ntract b	e charged?	2019-2021	
		of funds	s that will be	used to	pay the contrac		rcentage of each funding source if
	General Fun	•	0.00 %	X	Fees	100.00 % Exam	ination
	Federal Fun		0.00 %		Bonds	0.00 %	
	Highway Fur		0.00 %		Other funding	0.00 %	
	Agency Reference #		RFP # 74BA	I-S341	e mer tantan ig		
2	Contract start date:						
	a. Effective upon Be Examiner's appro	oard of oval?	Yes	or b.	other effective of	date: NA	
	Anticipated BO		ting date	03/2	019		
	Retroactive?		No				
	If "Yes", please expl	lain					
	Not Applicable						
3.	Termination Date:		03/31/2021				
	Contract term:	2	2 years and	30 day	S		
4.	Type of contract:		Contract				
	Contract description	n: .	Actuarial Se	ervices			
5.	Purpose of contract:	:					
	This is a new contr	ract to	provide act	uarial s	services.		
6.	NEW CONTRACT						
	The maximum amou	unt of th	he contract f	or the te	erm of the contra	act is: \$2,000,000.0	0
	Other basis for payn from \$130/hour to \$2			staff ut	ilized (e.g., Con	sulting Actuaries, Ac	ctuarial Analyst, Managing Actuary) ranges
J	USTIFICATION						
7.	What conditions req	uire tha	at this work b	e done	?		
	Actuarial Services a	re requ	uired by the [Division	of Insurance		
8.	Explain why State e	mploye	es in your a	gency c	or other State ag	encies are not able	to do this work:
	This is a specialized	l servic	e				
9.	Were quotes or prop	oosals	solicited?			Yes	
	Was the solicitation Division?	(RFP)	done by the	Purcha	sing	Yes	
	a. List the names of		rs that were	solicited	d to submit prop	osals (include at leas	st three):
	Taylor-Walker Cons Leif Associates Lewis & Ellis Inc	ulting					
	b. Soliciation Waiver	r: Not /	Applicable				

c. Why was this contractor chosen	in preference to other?				
	d in accordance with NRS	S 333, the selected vendor was the highest scoring proposer as nittee.			
d. Last bid date: 10/01/2018	3 Anticipated re-b	id date: 10/01/2020			
10. Does the contract contain any IT c	omponents?	No			
III. OTHER INFORMATION					
11. Is there an Indirect Cost Rate or Po	ercentage Paid to the Cor	ntractor?			
No If "Yes", please provid	de the Indirect Cost Rate	or Percentage Paid to the Contractor			
Not Applicable					
 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed be employee of the State of Nevada? No 					
 b. Was the contractor formerly emperformed by someone formerly er No 	ployed by the State of New nployed by the State of N	vada within the last 24 months or will the contracted services be levada within the last 24 months?			
c. Is the contractor employed by ar	ny of Nevada's political su	ubdivisions or by any other government?			
No If "Yes", please expla	in				
Not Applicable					
13. Has the contractor ever been enga No If "Yes", specify wher agency has been ver	and for which agency an	ny State agency? Ind indicate if the quality of service provided to the identified			
Not Applicable					
14. Is the contractor currently involved No If "Yes", please provid Not Applicable	-	e of Nevada? and facts supporting approval of the contract:			
15. The contractor is registered with th Foreign Corporation	e Nevada Secretary of St	ate's Office as a:			
16. a. Is the Contractor Name the sam Yes	e as the legal Entity Nam	e?			
17. a. Does the contractor have a curre Yes	ent Nevada State Busines	ss License (SBL)?			
18. a. Is the legal entity active and in g Yes	ood standing with the Ne	vada Secretary of State's Office?			
19. Agency Field Contract Monitor:					
20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	User jhanse4 jhanse4 jhanse4	Signature Date 02/05/2019 13:30:05 PM 02/05/2019 13:30:08 PM 02/05/2019 13:30:11 PM			
Contract Manager Approval Budget Analyst Approval BOE Agenda Approval BOE Final Approval	tbouas aurruty Ifree1 Pending	02/07/2019 09:47:01 AM 02/07/2019 17:00:44 PM 02/11/2019 14:22:47 PM			

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21484

						Legal Entity Name:	TAYLOR WALKER CONSULTING LLC
	Agency Name:	B&I - I	NSURANCE	DIVISI	ON	Contractor Name:	TAYLOR WALKER CONSULTING LLC
	• •	741				Address:	7681 South Main
	Appropriation Unit:	3813-1	10				
	Is budget authority available?:		Yes			City/State/Zip	MIDVALE, UT 84047
	If "No" please explai	in: No	t Applicable			Contact/Phone:	Scott Garduno 801/562-5748
						Vendor No.:	T80990867A
						NV Business ID:	NV20161048440
	To what State Fiscal	l Year	(s) will the co	ntract b	e charged?	2019-2021	
	What is the source of the contractor will be	of fund e paid	s that will be by multiple fu	used to nding s	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fun	nds	0.00 %	X	Fees	100.00 % Exam	ination
	Federal Fund	ds	0.00 %		Bonds	0.00 %	
	Highway Fur	nds	0.00 %		Other funding	0.00 %	
	Agency Reference #	<i>‡</i> :	RFP # 74BA	-S341	-		
2.	Contract start date:						
	a. Effective upon Bo Examiner's appro	oard o oval?	f Yes	or b.	other effective of	date: NA	
	Anticipated BO		eting date	03/2	019		
	Retroactive?		No				
	If "Yes", please expl	lain					
	Not Applicable						
3.	Termination Date:		03/31/2021				
	Contract term:		2 years and	30 day	/S		
4	Type of contract:		Contract	-			
ч.	Contract description		Actuarial Se	rvices			
Б	Purpose of contract:						
5.	This is a new contract.		nrovide act	uarial	services		
e		401 10		uuriur			
 NEW CONTRACT The maximum amount of the contract for the term of the contract is: \$2,000,000 		not in: \$2 000 000 0	0				
							tuarial Analyst, Managing Actuary) ranges
	from \$130/hour to \$2			Stan u	(inzed (e.g., oon	Sutting Actualies, Ac	danar Analyst, Managing Actuary) ranges
J	USTIFICATION						
7.	What conditions requ	uire th	at this work b	e done	?		
	Actuarial services ar	re requ	uired by the D	ivision	of Insurance		
8.	Explain why State er	mploye	ees in your a	gency c	or other State ag	encies are not able t	to do this work:
	This is a specialized	l servio	ce				
9.	Were quotes or prop	osals	solicited?			Yes	
	Was the solicitation Division?	(RFP)	done by the	Purcha	sing	Yes	
	a. List the names of	vendo	ors that were	solicite	d to submit prop	osals (include at leas	st three):
	Leif Associates Lewis & Ellis Inc NovaRest Inc						
	b. Soliciation Waiver	r: Not	Applicable				

	c. Why was this contractor chosen in preference to other?
	Pursuant to RFP #74BAI-S341, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.
	d. Last bid date: 10/01/2018 Anticipated re-bid date: 10/01/2020
10.	Does the contract contain any IT components? No
III. (OTHER INFORMATION
11.	Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor
	Not Applicable
12.	a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
	Νο
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
	No
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
	No If "Yes", please explain
	Not Applicable
13.	Has the contractor ever been engaged under contract by any State agency?
	Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
	Business and Industry, Division of Insurance Currently under contract with Division Work is satisfactory
14.	Is the contractor currently involved in litigation with the State of Nevada?
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
	Not Applicable
15.	The contractor is registered with the Nevada Secretary of State's Office as a: LLC
16.	a. Is the Contractor Name the same as the legal Entity Name? Yes
17.	a. Does the contractor have a current Nevada State Business License (SBL)? Yes
18.	 a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
19.	Agency Field Contract Monitor:
	Contract Statuce

20. Contract Status: Contract Approvals:

Contract Approvals:	
Approval Level	

Approval Level	User	Signature Date		
Budget Account Approval	jhanse4	02/05/2019 13:28:32 PM		
Division Approval	jhanse4	02/05/2019 13:28:35 PM		
Department Approval	jhanse4	02/05/2019 13:28:38 PM		
Contract Manager Approval	tbouas	02/07/2019 09:47:17 AM		
Budget Analyst Approval	aurruty	02/08/2019 14:06:12 PM		
BOE Agenda Approval	lfree1	02/11/2019 10:23:05 AM		
BOE Final Approval	Pending			

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21527

			Legal Entity Name:	IDEMIA IDENTITY & SECURITY USA, LLC
		EPARTMENT OF MOTOR EHICLES	Contractor Name:	IDEMIA IDENTITY & SECURITY USA, LLC
	Agency Code: 8'	10	Address:	LLC
	Appropriation Unit: 4	745-20		296 CONCORD RD STE 300
	Is budget authority available?:	Yes	City/State/Zip	BILLERICA, MA 01821-3487
	If "No" please explain	: Not Applicable	Contact/Phone:	Pedro Barreda, Client Executive Director 512-636-4409
			Vendor No.:	T29030834
			NV Business ID:	NV20121363420
	To what State Fiscal	Year(s) will the contract be charged?	2019-2030	
	What is the source of the contractor will be	funds that will be used to pay the contra paid by multiple funding sources.	actor? Indicate the pe	rcentage of each funding source if
	General Fund	s 0.00 % Fees	0.00 %	
	Federal Funds	s 0.00 % Bonds	0.00 %	
	X Highway Fund	ds 100.00 % Other funding	0.00 %	
2.	Contract start date:			
	a. Effective upon Boa Examiner's approv	ard of No or b. other effective val?	date 03/12/2019)
	Anticipated BOE	meeting date 03/2019		
	Retroactive?	Νο		
	If "Yes", please explain	in		
	Not Applicable			
	Termination Date:	11/12/2029		
3.				
3.	Contract term:	10 years and 248 days		
		10 years and 248 days Contract		
	Contract term:			
4.	Contract term: Type of contract:	Contract		
4.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r	Contract Credential Print Sol	ct will ensure contin	rovides a full-service credential print ued compliance in our obligation to evada in accordance with NRS 483, 37).
4. 5.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r	Contract Credential Print Sol ct to implement an approved technol recognition components. This contra	ct will ensure contin	ued compliance in our obligation to
4. 5.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT	Contract Credential Print Sol ct to implement an approved technol recognition components. This contra	ct will ensure contin ens of the State of No of 2005 (6CFR part	ued compliance in our obligation to evada in accordance with NRS 483, 37).
4. 5. 6.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT	Contract Credential Print Sol ct to implement an approved technol recognition components. This contra n and driving credentials to the citize se (Uniform Act), and the Real ID Act	ct will ensure contin ens of the State of No of 2005 (6CFR part	ued compliance in our obligation to evada in accordance with NRS 483, 37).
4. 5. 6.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT The maximum amoun	Contract Credential Print Sol ct to implement an approved technol recognition components. This contra n and driving credentials to the citize se (Uniform Act), and the Real ID Act	ct will ensure contin ens of the State of No of 2005 (6CFR part	ued compliance in our obligation to evada in accordance with NRS 483, 37).
4. 5. 6.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT The maximum amoun USTIFICATION What conditions requi	Contract Credential Print Sol ct to implement an approved technol recognition components. This contra n and driving credentials to the citize ise (Uniform Act), and the Real ID Act at of the contract for the term of the cont	ct will ensure contin ens of the State of No of 2005 (6CFR part ract is: \$50,224,303.	ued compliance in our obligation to evada in accordance with NRS 483, 37). 50
4. 5. 6. JI 7.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT The maximum amoun USTIFICATION What conditions requi	Contract Credential Print Sol ct to implement an approved technol recognition components. This contra n and driving credentials to the citize ise (Uniform Act), and the Real ID Act at of the contract for the term of the cont	ct will ensure contin ens of the State of No of 2005 (6CFR part ract is: \$50,224,303.	 ued compliance in our obligation to evada in accordance with NRS 483, 37). 50 55 (6CFR part 37)
4. 5. 6. JI 7.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT The maximum amoun USTIFICATION What conditions requi NRS 483, Motor Vehi Explain why State em	Contract Credential Print Sol	ct will ensure contin ens of the State of No. of 2005 (6CFR part ract is: \$50,224,303. he Real ID Act of 200 gencies are not able	 ued compliance in our obligation to evada in accordance with NRS 483, 37). 50 55 (6CFR part 37)
4. 5. 6. JI 7. 8.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT The maximum amoun USTIFICATION What conditions requi NRS 483, Motor Vehi Explain why State em	Contract Credential Print Sol	ct will ensure contin ens of the State of No. of 2005 (6CFR part ract is: \$50,224,303. he Real ID Act of 200 gencies are not able	 ued compliance in our obligation to evada in accordance with NRS 483, 37). 50 55 (6CFR part 37)
4. 5. 6. JI 7. 8.	Contract term: Type of contract: Contract description: Purpose of contract: This is a new contra solution with facial r provide identificatio Motor Drivers' Licen NEW CONTRACT The maximum amoun USTIFICATION What conditions requi NRS 483, Motor Vehi Explain why State em There are no State er Were quotes or propo	Contract Credential Print Sol	ct will ensure contin ens of the State of No. of 2005 (6CFR part ract is: \$50,224,303. the Real ID Act of 200 gencies are not able to e this service.	 ued compliance in our obligation to evada in accordance with NRS 483, 37). 50 55 (6CFR part 37)

CBN	
Gemalto	
Valid USA	
Idemia Identity	& Security USA LLC

b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP #81DMV-S278, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

Yes

d. Last bid date: 09/01/2018 Anticipated re-bid date: 09/01/2028

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

- 13. Has the contractor ever been engaged under contract by any State agency?
 - Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Current vendor and services are satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Zachary Cord, Management Analyst 2 Ph: 775-684-4778

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmusselm	02/05/2019 15:48:03 PM
Division Approval	bmusselm	02/05/2019 15:48:07 PM
Department Approval	cmunoz	02/05/2019 15:51:28 PM
Contract Manager Approval	hazevedo	02/05/2019 16:03:46 PM
EITS Approval	daxtel1	02/22/2019 11:19:45 AM
Budget Analyst Approval	bmacke1	02/22/2019 13:16:30 PM
BOE Agenda Approval	pnicks	02/22/2019 13:18:37 PM
BOE Final Approval	Pending	



Patrick Cates Director

Michael Dietrich State CIO

David Haws EITS Administrator

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION Enterprise I.T. Services Division

100 N. Stewart Street, Suite 100 | Carson City, NV 89701 Phone: (775) 684-5800

DATE:	September 7	. 2018
	September 7	, 2010

- TO: Jude Hurin, Administrator, DMV April Sanborn, Services Manager 3, DMV Arun Kumaran, IT Professional IV, DMV Zachary Cord, MA 2, DMV
- CC: David Haws, Administrator, DOA, EITS Robert Dehnhardt, CISO, DOA, EITS David Axtell, Enterprise Architect, DOA, EITS
- FROM: Tim Lewis, Technical Investment Administrator, DOA, EITS

SUBJECT: TIN Review: Credential Print Solution

We completed the review of the *Credential Print Solution* TIN. The TIN documents the DMV's intention to obtain a full-service credential print solution with facial recognition components, either replacing or enhancing their current system, depending on the selected vendor.

It is understood the DMV intends to fund the investment on a "pass through charge" to the recipients of the State of Nevada credential; the "per card' cost is determined by the vendor, based on the level of security and the solution's features.

It is expected that this effort will follow the existing agency and State security policies. The Office of Information Security (OIS) (InfoSec@doit.nv.gov) remain available to review security controls and provide guidance on system architecture and the protection of critical and personally identifiable information.

Given the complexity of the effort and the character of the solution, please keep EITS informed on progress, with a focus on the following:

- Project dependencies and integration requirements, particularly regarding the DMV's modernization project, are of interest. After a vendor is selected and a schedule is developed, please send a copy of the project schedule to EITS (please send to Tim Lewis).
- With an eye toward identifying potential enterprise opportunities, please contact David Axtell, Enterprise Architect, (**T** 775-684-5824 **E** daxtell@admin.nv.gov) when the solution is known—that is, after the RFP process completes yet before implementation.
- Please keep Bob Dehnhardt, the State CISO (T 775-684-7322 E rwdehnhardt@admin.nv.gov) informed on the effort's security review approach and security review outcomes.

If I can be of further assistance, please feel free to contact me.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21391

BOE

							Legal Entity Name:		EPATHUSA, INC.
	Agenc	y Name:	DETR - SERVI	· ADMINIST Ces	RATI	/E	Contractor N	Name:	EPATHUSA, INC.
	Agenc	y Code:	908				Address:		1075 Jordan Creek Pkwy
	Approp	priation Unit:	3274-2	6					SUITE 295
	ls budo availat	get authority ble?:		Yes			City/State/Zi	ip	WEST DES MOINES, IA 50266-5602
	lf "No"	please expla	ain: Not	Applicable			Contact/Pho	one:	Hari Nallure 515/974-6778
							Vendor No.:		T29038415
							NV Busines	s ID:	NV20161681685
	To wha	at State Fisc	al Year(s	s) will the co	ntract l	be charged?	2019-2023		
	What is the cor	s the source htractor will b	of funds be paid b	s that will be by multiple fu	used te Inding	o pay the contra sources.	ctor? Indicate	the per	rcentage of each funding source if
	Х	General Fu	nds	4.00 %		Fees	0.00 %		
	Х	Federal Fu	nds	77.00 %		Bonds	0.00 %		
		Highway Fu	unds	0.00 %	Х	Other funding			r Enhancement Program and Blind prise Program
	Agenc	y Reference	#: 3	3269-23-DO					
2.	Contra	ct start date:	:						
	a. Effe Exa	ective upon E aminer's app	Board of roval?	No	or b	. other effective	date 03/1	2/2019	
	A	nticipated B	OE meet	ting date	03/2	2019			
	Retroa	ctive?		No					
	If "Yes	", please exp	olain						
	Not Ap	oplicable							
3.	Termir	ation Date:	-	10/31/2022					
	Contra	ct term:	3	3 years and	234 da	ays			
4	Type o	of contract:	(Contract					
		ct descriptio		Nebsite Mx	/Hosti	na			
_									

5. Purpose of contract:

This is a new contract to provide one-time website configuration and migration services and on-going maintenance thru a service level agreement and web hosting services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$189,750.00

Payment for services will be made at the rate of \$49,500.00 per annual

Other basis for payment: Payment for services will be made annually not to exceed \$49,500.00. Other basis for payment: \$9,925.00 one-time configuration and migration cost; \$24,910.00 for hosting and maintenance annual cost; response to the transfer of trouble tickets for levels 2 and 3 support from the State of Nevada to Epathusa, Inc. \$120/hour, Severity Level 2; \$115/hour, Severity Level 3; Note: \$125/hour, Severity Level 1 is not included. This is up to a contract maximum of \$49,500.00 annually.

II. JUSTIFICATION

7. What conditions require that this work be done?

The current DETR Web-Site requires periodic maintenance to better serve the population of users, including Spanish translation, ADA compliance; as well as other objectives for user enhancements.

Explain why State employees in your agency or other State agencies are not able to do this work:
 Due to projects of a greater critical nature requiring immediate attention, DETR's IT Division is unable to assist at this time.

	Were quotes or proposals solicited		No					
	Was the solicitation (RFP) done by Division?	Ŭ	No					
Г		vere solicited to su	bmit proposals (include at least three):					
	lot Applicable							
	b. Soliciation Waiver: Sole Source Approval #: 180904 Approval Date: 09/27/2018	e Contract (As Ap	proved by Chief of Purchasing)					
	c. Why was this contractor chosen	in preference to o	ther?					
	N/A							
	d. Last bid date:	Anticipat	ed re-bid date:					
10.	Does the contract contain any IT c	omponents?	Yes					
0	THER INFORMATION							
11.	Is there an Indirect Cost Rate or P	ercentage Paid to	the Contractor?					
	No If "Yes", please provi	de the Indirect Cos	st Rate or Percentage Paid to the Contractor					
	Not Applicable							
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State o	f Nevada or will the contracted services be performed by a current					
	No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No							
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?							
[No If "Yes", please expla	มท						
l	Not Applicable							
13.	Has the contractor ever been enga	aged under contrac	ct by any State agency?					
r	Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:							
	integration of Spanish		ract to provide a re-design of DETR's Web-Site to accommodate ements. QUALITY OF SERVICE: Good					
14	Is the contractor currently involved	l in litigation with th	e State of Nevada?					
14.	-	-	igation and facts supporting approval of the contract:					
[Not Applicable							
-	••							
	The contractor is registered with th Foreign Corporation	ne Nevada Secreta	ry of State's Office as a:					
16.	a. Is the Contractor Name the sam Yes	e as the legal Enti	ty Name?					
17.	a. Does the contractor have a curr Yes	ent Nevada State I	Business License (SBL)?					
18.	a. Is the legal entity active and in g Yes	good standing with	the Nevada Secretary of State's Office?					
19.	Agency Field Contract Monitor: ROSA MENDEZ, PUBLIC INFO	OFFICER Ph: 70	02-486-7991					
	Contract Status:							
	Contract Approvals:	Lloor	Signatura Data					
	Approval Level	User	Signature Date					
	Budget Account Approval	aallen	02/01/2019 10:20:21 AM					
	Division Approval	kdesoci1	02/01/2019 11:38:40 AM					
	Department Approval	kdesoci1	02/01/2019 11:38:43 AM					
	Contract Manager Approval	swilli31	02/01/2019 11:43:34 AM					
	EITS Approval	daxtel1	02/07/2019 10:17:16 AM					
	Budget Analyst Approval	dbaughn	02/07/2019 11:51:26 AM					
4	#: 21391		Page 2 of 3					

BOE Agenda Approval BOE Final Approval tgreenam Pending 02/13/2019 15:13:50 PM

State of Nevada Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300 Carson City, NV 89701



Brian Sandoval Governor

> Patrick Cates Director

Jeffrey Haag Administrator

Purchasing Use Only: Approval#:

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:								
	State Agency: Dept. of Employment, Training and Rehabilitation – Directors Offic								
1 a	Со	ntact Name and Title	Phone Number	Email Address					
	J	Shontae Williams	(775) 684-3823	s-williams@detr.nv.gov					

	Vendor Information:	
	Identify Vendor:	ePATHUSA
	Contact Name:	Seth Reicks
1b	Address:	6600 Westown Parkway, Suite 245, Des Moines, IA 50266
	Telephone Number:	(516) 309-2073
	Email Address:	sreicks@ePATHUSA.net

	Type of Waiver Requested – Check	x the appropriate type:
1c	Sole or Single Source:	XX
	Professional Service Exemption:	

	Contract Information:						
	Is this a new Contract?	Yes	X	No			
1d	Amendment:	#	,				
	CETS:	#					

1e	Term:								
	One (1) Time Purchase:								
	Contract:	Start Date:	10/31/2018	End Date:	10/31/2022				

	Funding:	
	State Appropriated:	4%
1f	Federal Funds:	77%
	Grant Funds:	
	Other (Explain):	19% Career Enhancement Program, Blind Enterprise Program

1 _	Total Estimated Value of	f this Service Contract, Amendment or Purchase:
Ig	Not to exceed \$200,000	for four years

2 Provide a description of work/services to be performed or commodity/good to be purchased:

Software/Website Hosting & Maintenance Agreement. ePATHUSA agrees to host and maintain the website they built for DETR. Work and services include: hosting and maintaining website on ePATHUSA's web server(s) onsite within the USA, backup services on the data stored, site security, site monitoring, making site available to Internet users, reporting and technical support in coordination with the agency. DETR will maintain content management control for the entire site though a content management administrator through the agency PIO.

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

The current website site no longer meets the Department/Division/and external customer needs and requires immediate attention and refactoring to comply with updates to statute and regulation required information that is required to be provided to Nevada constituents. As a result, ePATHUSA designed and created DETR's website from scratch, and has also maintained the website as it has not gone live. Furthermore, with their previous work with the agency, ePATHUSA is knowledgeable with DETR's network infrastructure, website configuration needs and requirements, and security standards to ensure successful hosting and maintenance with the appropriate level of security and client access.

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

4 The agency is requesting single source as the agency has invested its funds, data, staff time, and training, in not only the creation of the custom website but in coordination of data from specialized group of divisions needing to maintain customer service threshold requirements. Additionally, the current vendor created and managed the website from scratch and has the historical knowledge related to specialized services for specific areas of the agency currently in use. Turning over further development and management of this website to a new vendor would not be cost effective.

	Were alternative services or commodities evaluated? Check One.	Yes:	1	No:				
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.							
5	The agency does not have the expertise on staff to work with the cus already invested a great deal of funds, time, effort, staff, coordination vendor in the creation and hosting of the website. Turning over further of this website to a new vendor would not be cost effective. Further comp maintenance of the website would result in the agency having to invest ad for training staff and for coordination with stakeholders and other related b. If not , why were alternatives not evaluated?	and tran developn etitive b lditional	ning v nent a idding resou	with the cur nd manager for hosting	rrent ment and			

	One. Not	gency purc te: If your p a copy or c est.	k Yes:	V	No:				
6	with t	, starting wi his vendor, nation:	r the entire relationship ase provide the follows) ng			
	Te	erm End Dates	Value	Short Description	n Type of Procur (RFP#, RFO#, W				
	11/2016 10/2017		10/2017 \$24 965 00 DETR Website		Contrac DETR	Contract# 2094-18- DETR			

7 What are the potential consequences to the State if the waiver request is denied and the service or

3

good is competitively bid?

Since the current vendor is the only one familiar with the programming/coding of the custom site, Additional time would be needed to bring the new vendor up to speed and coordinate with internal stakeholders regarding the project resulting in loss of time, productivity and greater costs to the agency as well as delay delivery of updates to the public and partners that DETR serves.

What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?

8 The current vendor is the only one familiar with custom development of software created specifically for DETR's website so other vendors would be familiar with the custom software. Furthermore, all the expenditures/resources already invested by the agency would have to be re-incurred with a new vendor.

Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information</u>	<u>n</u> Yes:	V	No:	
included on Page 2, Section 9 of the instructions.				
a. If yes, please provide details regarding future obligations or need	ls.			

9 a. If yes, please provide details regarding future obligations or needs. It is the agency's intent to contract for hosting and maintenance for the planned life cycle of the custom website structure for 4 years with the intent to renew for another 4 years, not exceed 8 years.

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Agency Representative Initiating Request

Rosa Mendez, PIO

Print Name of Agency Representative Initiating Request

Signature of Agency Head Authorizing Request

Dennis Perea, Deputy Director, DETR

Print Name of Agency Head Authorizing Request

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed: Administrator, Purchasing Division or Designee

Solicitation Waiver

Date

7-26-18

9/26/18

Revised: November 2016

MASTER SERVICE AGREEMENT SUMMARY

						EXCEPTIONS			
						FOR			
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS			
#	DEFT#	STATE AGENUT	CONTRACTOR	FUNDING SOURCE	AMOUNT	AND/OR			
						EMPLOYEES			
					<u> </u>				
		VARIOUS STATE	AIRA TECH CORP	OTHER: VARIOUS	\$300,000				
1.	Contract	AGENCIES	provide low vision assist	AGENCIES					
		This is a new contract to provide low vision assistance services statewide. Term of Contract: 03/12/2019 - 06/30/2022 Contract # 21525							
	Description.	VARIOUS STATE	ALLIANCE MENTAL	OTHER: VARIOUS	\$550,000				
		AGENCIES	HEALTH SPECIALISTS,		\$550,000				
		AGENCIES	PLLC	AGENCIES					
2.		This is the first amondm	ent to the contract to prov	ide nevchiatry services	statowido T	nis amendment			
2.	Contract		naximum from \$250,000 to						
		agency needs.			liact additionity	with anticipated			
	Description.	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20713					
		VARIOUS STATE	ABUNDANT	OTHER: VARIOUS	\$250,000				
		AGENCIES	BEHAVIORAL HEALTH,		<i>\</i> 200,000				
			LLC	NOLITOILO					
3.	_	This is a new contract to	provide emergency shelf	er care services statew	ide.				
	Contract		Upon Approval -						
	Description:	Term of Contract:	06/30/2022	Contract # 21445					
		VARIOUS STATE	ABUNDANT	OTHER: VARIOUS	\$250,000				
		AGENCIES	BEHAVIORAL HEALTH,	AGENCIES					
			LLC						
4.	Contract	This is a new contract to provide family and mental health services statewide.							
	Contract		Upon Approval -						
	Description:	Term of Contract:	06/30/2022	Contract # 21453					
		VARIOUS STATE	BAMBOO SUNRISE,	OTHER: VARIOUS	\$650,000				
			LLC	AGENCIES					
5.		This is the first amendment to the original contract to provide therapeutic foster care services state							
5.			ses the contract maximum	n from \$250,000 to \$900	0,000 due to t	he need to align			
	Description:	contract authority with a		1					
			07/01/2018 - 06/30/2022						
		VARIOUS STATE	CARMEL COMMUNITY		\$3,750,000				
		AGENCIES	LIVING CORPORATION	AGENCIES					
			DBA OVERTURE						
6.			ent to the contract to prov	•	•				
			nent increases the contra						
	Description:		agreements and resulting		tead of previo	ous providers.			
		Term of Contract:	07/01/2018 - 06/30/2022						
		VARIOUS STATE		OTHER: VARIOUS	\$300,000				
		AGENCIES	AUTISM RESOURCES	AGENCIES					
_			& EDUCATION DBA						
7.		This is a new contract to	CARE, LLC						
	Contract	This is a new contract to	provide behavioral analy	sis services statewide.					
	Description:	Torm of Contract	Upon Approval -	Contract # 21506					
		Term of Contract:	06/30/2022	Contract # 21506					

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES			
8.	I	VARIOUS STATE AGENCIES	EYE CARE ASSOCIATES OF NEVADA	OTHER: VARIOUS AGENCIES	\$150,000				
0.	Contract	This is a new contract to	provide opthamology ser	vices statewide.					
	Description:	Term of Contract:	Upon Approval - 06/30/2022	Contract # 21458					
		VARIOUS STATE AGENCIES	HARMONEE PROVIDER HOME SERVICES	OTHER: VARIOUS AGENCIES	\$300,000				
9.		This is a new contract to	provide behavioral healt	a sorviços statowido					
	Contract Description:	Term of Contract:	Upon Approval - 06/30/2022	Contract # 21502					
10.		VARIOUS STATE AGENCIES	LAS VEGAS INTERPRETERS CONNECTION, LLC	OTHER: VARIOUS AGENCIES	\$150,000				
	Contract This is a new contract to provide onsite Spanish language interpretation statewide.								
	Description:	Term of Contract:	03/12/2019 - 01/15/2021	Contract # 21425					
		VARIOUS STATE AGENCIES	LIFESHARE CARE HOME NEVADA, INC.	OTHER: VARIOUS AGENCIES	\$250,000				
11.	Contract Description:	This is a new contract to provide group home services statewide.							
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21471					
12.		VARIOUS STATE AGENCIES	MHM SOLUTIONS	AGENCIES	\$100,000,000				
12.			provide temporary medic	cal-related positions sta	atewide.				
	Description:	Term of Contract:	04/01/2019 - 03/31/2023						
		VARIOUS STATE AGENCIES	MY JOURNEY HOME, INC.	OTHER: VARIOUS AGENCIES	\$250,000				
13.	Contract	This is a new contract to	provide job development	and job training servic	es statewide.				
	Description:	Term of Contract:	Upon Approval - 06/30/2022	Contract # 21504					
		AGENCIES	NICHOLE SHELDON	OTHER: VARIOUS AGENCIES	\$200,000				
14.	Contract	This is a new contract to	provide audiology servic	es statewide.					
	Description:	Term of Contract:	Upon Approval - 06/30/2022	Contract # 21470					
15.		VARIOUS STATE AGENCIES	PUBLIC CONSULTING GROUP, INC.	AGENCIES	\$100,000,000				
15.			provide temporary medic		atewide.				
	Description:	Term of Contract:	04/01/2019 - 03/31/2023	Contract # 21524					

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES		
16.		VARIOUS STATE AGENCIES	RITE OF PASSAGE ADOLESCENT TRAINING CENTERS & SCHOOLS	OTHER: VARIOUS AGENCIES	\$800,000			
	Contract	This is a new contract to	provide adolescent deve	lopment services state	wide.			
	Contract Description:	Term of Contract:	Upon Approval - 06/30/2022	Contract # 21469				
		VARIOUS STATE AGENCIES	STRATEGIC PROGRESS, LLC	OTHER: VARIOUS AGENCIES	\$350,000			
17.		This is the first amendment to the contract to provide grant management and development services frederal grants. This amendment increases the contract maximum from \$200,000 to \$550,000 to allow for anticipated increased spending. Term of Contract: 11/01/2017 - 10/31/2021 Contract # 19108						
		VARIOUS STATE AGENCIES	SIERRA SERENITY PROVIDERS	OTHER: VARIOUS AGENCIES	\$300,000			
18.	Contract Description:		provide behavioral healtl Upon Approval - 06/30/2022	n services statewide. Contract # 21503				
19.		VARIOUS STATE AGENCIES	TAHOE HOUSE FAMILY SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$250,000			
13.	Contract	This is a new contract to	provide group home serv	vices statewide.				
	Description:	Term of Contract:	Upon Approval - 06/30/2022	Contract # 21444				

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21525

					Legal Entity Name:	AIRA TECH CORP
	Agency Name:	MSA MASTER SE AGREEMENTS	RVICE			AIRA TECH CORP
	Agency Code:	MSA			Address:	4225 EXECUTIVE SQ STE 400
	Appropriation Unit:	9999 - All Catego	ries			
	Is budget authority available?:	Yes			City/State/Zip	LA JOLLA, CA 92037-1499
	If "No" please expla	in: Not Applicable			Contact/Phone: Vendor No.: NV Business ID:	Dan Frye 619/271-9152 T29040848 NV20191075436
	To what State Fisca	l Year(s) will the co	ontract b	e charged?	2019-2022	
		of funds that will be	used to	pay the contrac		rcentage of each funding source if
	General Fur		U	Fees	0.00 %	
	Federal Fun	ds 0.00 %		Bonds	0.00 %	
	Highway Fu	nds 0.00 %	Х	Other funding	100.00 % Varioι	us Agencies
	Agency Reference	#: TB165		-		-
2	Contract start date:					
	a. Effective upon B Examiner's appr		or b.	other effective of	date 03/12/2019)
	Anticipated BC	DE meeting date	03/2	019		
	Retroactive?	No				
	If "Yes", please exp	lain				
	Not Applicable					
3.	Termination Date:	06/30/2022				
	Contract term:	3 years and	111 da	ys		
4	Type of contract:	MSA		-		
	Contract description		stance			
F	•		otanoo			
э.	Purpose of contract This is a new cont		vicion		nviana statowida	
_		ract to provide to	v vision	assistance se	TVICES Statewide.	
6.				6 11		
	The maximum amo	unt of the contract f	or the te	erm of the contra	act is: \$300,000.00	
	USTIFICATION					
7.	What conditions rec					
	The agency does no	ot have the personr	nel to pe	rform these serv	/ices.	
8.	Explain why State e	mployees in your a	gency o	r other State ag	encies are not able t	o do this work:
	This is a specialized	service that requir	es spec	ially trained indi	viduals to provide the	ese services.
9.	Were quotes or pro	posals solicited?			No	
	Was the solicitation Division?	(RFP) done by the	Purcha	sing	Yes	
	a. List the names of	vendors that were	solicited	d to submit prop	osals (include at leas	st three):
	b. Soliciation Waive					
	c. Why was this cor	tractor chosen in p	referenc	e to other?		

d. Last bid date: 05/03/2018	Anticipated re-bid date:	05/15/2026
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10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No	If "Yes", please explain	·		-	
Not Applica	able		 		

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Non-Title 7 Business

- 16. a. Is the Contractor Name the same as the legal Entity Name? Yes
- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

••		
Approval Level	User	Signature Date
Budget Account Approval	mstewa10	02/08/2019 08:49:57 AM
Division Approval	mstewa10	02/08/2019 08:50:00 AM
Department Approval	mstewa10	02/08/2019 08:50:03 AM
Contract Manager Approval	mstewa10	02/08/2019 08:50:06 AM
Budget Analyst Approval	aurruty	02/08/2019 10:49:01 AM
BOE Agenda Approval	lfree1	02/11/2019 14:24:24 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 20	0713		Amendment Number:	1
			Legal Entity Name:	ALLIANCE MENTAL HEALTH SPECIALISTS, PLLC
	SA MASTER SER GREEMENTS	VICE	Contractor Name:	ALLIANCE MENTAL HEALTH SPECIALISTS, PLLC
Agency Code: M	SA		Address:	4270 S DECATUR BLVD STE B6
Appropriation Unit: 99	999 - All Categorie	S		
Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89103-6802
If "No" please explain:	: Not Applicable		Contact/Phone:	702/485-2100
			Vendor No.:	T27041655
			NV Business ID:	NV20161218835
To what State Fiscal	Year(s) will the con	tract be charged?	2019-2022	
What is the source of the contractor will be	funds that will be up paid by multiple fur	sed to pay the contraction of the sources.	ctor? Indicate the pe	rcentage of each funding source if
General Fund	s 0.00 %	Fees	0.00 %	
Federal Funds	s 0.00 %	Bonds	0.00 %	
Highway Fund	ls 0.00 %	X Other funding	100.00 % Vario	us Agencies
Agency Reference #:	107-RM	-		-
2. Contract start date:				
a. Effective upon Boa Examiner's approv	ard of No /al?	or b. other effective of	date 07/01/2018	3
Anticipated BOE		03/2019		
Retroactive?	No			
lf "Yes", please explai	in			
Not Applicable				
3. Previously Approved Termination Date:	06/30/2022			
Contract term:	4 years			
4. Type of contract:	MSA			
Contract description:	Medical Prov	ider		
•				
5 Purpose of contract:				
				atewide. This amendment increases the anticipated agency needs.
This is the first amer contract maximum f	rom \$250,000 to \$			atewide. This amendment increases the anticipated agency needs.
This is the first ame	rom \$250,000 to \$	800,000 to align cont	tract authority with	anticipated agency needs.
This is the first amencontract maximum fi6. CONTRACT AMENDI	rom \$250,000 to \$		S Info Acc	anticipated agency needs. um \$ Action Accum \$ Agenda
This is the first amercontract maximum fi6. CONTRACT AMENDI1.The max amou contract:2.Amount of curr	rom \$250,000 to \$ MENT	800,000 to align cont Trans \$	S Info Acc \$250,00	anticipated agency needs.um \$Action Accum \$Agenda00.00\$250,000.00 Yes - Action
This is the first americcontract maximum fi6. CONTRACT AMENDI1.The max amou contract:	rom \$250,000 to \$ MENT Int of the original rent amendment	800,000 to align cont Trans \$ \$250,000.00	tract authority with 5 Info Acc 5 \$250,00 5 \$550,00	anticipated agency needs.um \$Action Accum \$00.00\$250,000.00 Yes - Action

- 7. What conditions require that this work be done?
 - The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work: This is a specialized service that must be provided by specially trained individuals.

	Were quotes or proposals solicited	J :	No				
	Was the solicitation (RFP) done by	y the Purchasing	Yes				
	Division?	vere solicited to subr	ait proposals (include at least three):				
١	a. List the names of vendors that were solicited to submit proposals (include at least three):						
I	b. Soliciation Waiver: Not Applicable						
	c. Why was this contractor chosen in preference to other?						
	d. Last bid date: 03/30/201	·	re-bid date: 05/15/2026				
10.	Does the contract contain any IT of	components?	No				
С	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the	e Contractor?				
		•	Rate or Percentage Paid to the Contractor				
	Not Applicable						
	a. Is the contractor a current empl employee of the State of Nevada? No		Nevada or will the contracted services be performed by a current				
	-	played by the State -	of Novada within the last 24 menths or will the contracted car issue he				
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No						
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?						
	No If "Yes", please expla						
	Not Applicable						
13.	Has the contractor ever been eng	aged under contract b	by any State agency?				
	-	n and for which agend	cy and indicate if the quality of service provided to the identified				
	The Department of Health and Hu	man Services. Agenc	cy is satisfied.				
14.	Is the contractor currently involved	in litigation with the	State of Nevada?				
		de details of the litiga	ation and facts supporting approval of the contract:				
I	Not Applicable						
15.	The contractor is registered with the LLC	ne Nevada Secretary	of State's Office as a:				
15.	The contractor is registered with the						
15.	The contractor is registered with the LLC						
15. 16.	The contractor is registered with the LLC a. Is the Contractor Name the same	ne as the legal Entity	Name?				
15. 16. 17.	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes	ne as the legal Entity	Name?				
15. 16. 17. 18.	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curry Yes a. Is the legal entity active and in g Yes	ne as the legal Entity	Name? siness License (SBL)?				
15. 16. 17. 18. 19.	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor:	ne as the legal Entity	Name? siness License (SBL)?				
15. 16. 17. 18. 19. 20.	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curry Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status:	ne as the legal Entity	Name? siness License (SBL)?				
15. 16. 17. 18. 19. 20.	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor:	ne as the legal Entity	Name? siness License (SBL)?				
15. 16. 17. 18. 19. 20.	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curry Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals:	ne as the legal Entity rent Nevada State Bu good standing with the	Name? siness License (SBL)? e Nevada Secretary of State's Office?				
15. 16. 17. 18. 19. 20.	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curry Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level	ne as the legal Entity rent Nevada State Bu good standing with the User	Name? siness License (SBL)? e Nevada Secretary of State's Office? Signature Date				
 15. 16. 17. 18. 19. 20. 	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curry Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	ne as the legal Entity rent Nevada State Bu good standing with the User jthom17	Name? siness License (SBL)? e Nevada Secretary of State's Office? Signature Date 02/11/2019 10:39:30 AM				
 15. 16. 17. 18. 19. 20. 	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curry Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	ne as the legal Entity rent Nevada State Bu good standing with the User jthom17 jthom17	Name? siness License (SBL)? e Nevada Secretary of State's Office? Signature Date 02/11/2019 10:39:30 AM 02/11/2019 10:39:33 AM				
 15. 16. 17. 18. 19. 20. 	The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curry Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	ne as the legal Entity rent Nevada State Bu good standing with the User jthom17 jthom17 jthom17	Name? Isiness License (SBL)? e Nevada Secretary of State's Office? Signature Date 02/11/2019 10:39:30 AM 02/11/2019 10:39:33 AM 02/11/2019 10:39:36 AM				

CETS#	20	71	3	
RFQ#99	SWC-S	5107		

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada

Acting b	by and	Through its
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Agency Name:	Department of Administration, Purchasing Division		
Address:	515 E. Musser St, Rm 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Ronda Miller		
Phone:	775-684-0182		
Fax:	775-684-0188		
Email:	<u>rlmiller@admin.ny.gov</u>		

Contractor Name:	Alliance Mental Health Specialists	
Address:	4270 South Decatur Blvd., Ste. B6	
City, State, Zip Code:	Las Vegas, NV 89103	
Contact:	Dr. Faisal Suba and Ali Abid	
Phone:	(845) 659-6317 or (510) 999-1327	
Fax:	(702) 825-0091	
Email:	info@alliancemhs.com	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

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

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL**. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS**.

- A. "State" means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- B. "Contracting Agency" means the State agency identified above.
- C. "Contractor" means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- D. "Fiscal Year" means the period beginning July 1st and ending June 30th of the following year.
- E. "Contract" Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. "Contract for Independent Contractor" means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval anticipated to be date (September 11, 2018).

		/	/	
Effective from:	July 1, 2018		To:	June 30, 2022 with a possible five (5) one (1) year extensions.

- 4. NOTICE. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
- 5. **INCORPORATED DOCUMENTS**. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFQ# 99SWC-S107	

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to Exceed:	\$250,000.00	Y	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

- 7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
- 8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. INSPECTION & AUDIT.

- A. <u>Books and Records</u>. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. <u>Inspection & Audit</u>. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location

of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

C. <u>Period of Retention</u>. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. <u>Termination Without Cause</u>. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. <u>State Termination for Non-Appropriation</u>. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. <u>Termination with Cause for Breach</u>. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

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- D. <u>Time to Correct</u>. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. <u>Winding Up Affairs Upon Termination</u>. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
 - The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with Section 21, State Ownership of Proprietary Information.
- 11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
- 12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
- 13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
- 14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
- 15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

Effective 02/2017

2

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reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. INSURANCE SCHEDULE.

Refer to the RFQ for Insurance Requirements.

- 17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
- 21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
- 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 23. **CONFIDENTIALITY**. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
- 24. **FEDERAL FUNDING**. In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

Page 5 of 7

- C. Contractor and it subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 26. **GENERAL WARRANTY**. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- 27. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
- 29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
- 30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
- 31. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

Page 6 of 7

CETS#	à	57	-	3	
RFQ#99	SWC	-\$10	1		

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

B/1/18 Psychinthist/Minagory Parter. Date Independent Contractor's Title Allimice mental Health. Independent Contractor's Signature <u>7.6.2018</u> Date Administrator Title Jeffrey Haag APPROVED BY BOARD OF EXAMINERS Signature - Board of Examiners 18 Date On: Approved as to form by: On: 3 Aug 18

Page 7 of 7

Deputy Attorney General for Attorney General

Date

Brian Sandoval Governor



Patrick Cates Director

Jeffrey Hang Administrator

2

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

MEMORANDUM

To:	Jim Wells, Director, Governor's Finance Office	
From:	Jeffrey Haag, Administrator State Purchasing	
Date:	June 11, 2018	
Subject:	Retroactive Memo	

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1,

ji.

Jeffrey Haag Administrator State Purchasing

2018

11 11

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21445

T. Contract Number.	21440			
			Legal Entity Name:	Abundant Behavioral Health, LLC
Agency Name:	MSA MASTER SERVIC	E	Contractor Name:	Abundant Behavioral Health, LLC
Agency Code:	MSA		Address:	2950 S. Rancho Dr. Ste 105
• •	9999 - All Categories			
Is budget authority available?:	Yes		City/State/Zip	Las Vegas, NV 89102
If "No" please expla	in: Not Applicable		Contact/Phone: Vendor No.: NV Business ID:	Travon Langston 702-754-5566 T32006237 NV20171082940
To what State Fisca	al Year(s) will the contrac	t be charged?	2019-2022	1020171002040
What is the source	()	I to pay the contrac		rcentage of each funding source if
General Fu		Fees	0.00 %	
Federal Fur	nds 0.00 %	Bonds	0.00 %	
Highway Fu		Other funding	100.00 % Variou	us Agencies
Agency Reference		ee. iananig		J
 Contract start date: 				
a. Effective upon E Examiner's app	Board of Yes or	b. other effective of	date: NA	
		3/2019		
Retroactive?	No			
lf "Yes", please exp	lain			
Not Applicable				
3. Termination Date:	06/30/2022			
Contract term:	3 years and 121	davs		
4. Type of contract:	MSA			
Contract description	-	vider		
5. Purpose of contrac	t:			
This is a new cont	ract to provide emerge	ncy shelter care s	services statewide.	
6. NEW CONTRACT				
	unt of the contract for the	e term of the contra	act is: \$250.000.00	
				proved work order with a State agency.
JUSTIFICATION				
	quire that this work be do	ne?		
	ot have the personnel to		vices.	
8. Explain why State e	employees in your agenc	y or other State ad	encies are not able	to do this work:
	d service that must be pr			
9. Were quotes or pro	posals solicited?		No	
	(RFP) done by the Purc	hasing	Yes	
	f vendors that were solici	ted to submit prop	osals (include at leas	st three):
	N (A H			
 b. Soliciation Waive c. Why was this con 	er: Not Applicable ntractor chosen in prefere	ence to other?		

Contract #: 21445

	t bid date: 05/03/2018	•		05/15/2026
10. Does t	the contract contain any IT c	components?	No	
OTHER	R INFORMATION			
11. Is ther	e an Indirect Cost Rate or P	ercentage Paid to the	Contractor?	
N		de the Indirect Cost R	ate or Perce	ntage Paid to the Contractor
	oplicable			
12. a. Is th emplo N	yee of the State of Nevada?	oyee of the State of Ne	evada or will	the contracted services be performed by a current
b. Was	s the contractor formerly em med by someone formerly er	ployed by the State of mployed by the State of	Nevada with of Nevada w	nin the last 24 months or will the contracted services be ithin the last 24 months?
c. Is th	e contractor employed by a	ny of Nevada's politica	I subdivisior	s or by any other government?
N	o If "Yes", please expla	ain		
Not Ap	oplicable			
13. Has th	e contractor ever been enga	aged under contract by	/ any State a	gency?
N	agency has been ver		y and indicat	e if the quality of service provided to the identified
Not Ap	oplicable			
14. Is the	contractor currently involved	•		
N		de details of the litigati	ion and facts	supporting approval of the contract:
Not Ap	oplicable			
15. The co LLC	ontractor is registered with th	ne Nevada Secretary o	of State's Off	ice as a:
16. a. ls th Ye	ne Contractor Name the sam	ne as the legal Entity N	lame?	
17. a. Doe Ye	es the contractor have a curres	ent Nevada State Bus	iness Licens	e (SBL)?
18. a. Is th Ye	ne legal entity active and in g es	good standing with the	Nevada Sec	cretary of State's Office?
	y Field Contract Monitor:			
19. Agenc	act Status:			
•				
20. Contra	act Approvals:			
20. Contra Contra Ap	act Approvals: oproval Level	User	-	ature Date
20. Contra Contra Ap Bu	act Approvals: pproval Level udget Account Approval	mstewa10	01/1	1/2019 08:27:45 AM
20. Contra Contra Ap Bu Di	act Approvals: pproval Level udget Account Approval vision Approval	mstewa10 mstewa10	01/1 01/1	1/2019 08:27:45 AM 1/2019 08:27:47 AM
20. Contra Contra Ap Bu Di De	act Approvals: oproval Level udget Account Approval vision Approval epartment Approval	mstewa10 mstewa10 mstewa10	01/1 01/1 01/1	1/2019 08:27:45 AM 1/2019 08:27:47 AM 1/2019 08:27:49 AM
20. Contra Contra Ap Bu Di De Co	act Approvals: oproval Level udget Account Approval vision Approval epartment Approval ontract Manager Approval	mstewa10 mstewa10 mstewa10 mstewa10	01/1 01/1 01/1 01/1	1/2019 08:27:45 AM 1/2019 08:27:47 AM 1/2019 08:27:49 AM 1/2019 08:27:52 AM
20. Contra Contra Ap Bu Di Di Co Bu	act Approvals: oproval Level udget Account Approval vision Approval epartment Approval ontract Manager Approval udget Analyst Approval	mstewa10 mstewa10 mstewa10 mstewa10 aurruty	01/1 01/1 01/1 01/1 01/1	1/2019 08:27:45 AM 1/2019 08:27:47 AM 1/2019 08:27:49 AM 1/2019 08:27:52 AM 1/2019 14:31:13 PM
20. Contra Contra Ap Bu Di De Co Bu Bu	act Approvals: oproval Level udget Account Approval vision Approval epartment Approval ontract Manager Approval	mstewa10 mstewa10 mstewa10 mstewa10	01/1 01/1 01/1 01/1 01/1	1/2019 08:27:45 AM 1/2019 08:27:47 AM 1/2019 08:27:49 AM 1/2019 08:27:52 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21453

T. Contract Number.	21400			
			Legal Entity Name:	Abundant Behavioral Health, LLC
Agency Name:	MSA MASTER SERVICE AGREEMENTS		Contractor Name:	Abundant Behavioral Health, LLC
Agency Code:	MSA		Address:	2950 S. Rancho Dr. Ste 105
Appropriation Unit:	9999 - All Categories			
Is budget authority available?:	Yes		City/State/Zip	Las Vegas, NV 89102
If "No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.: NV Business ID:	Travon Langston 702-754-5566 T32006237 NV20171082940
To what State Fisca	al Year(s) will the contract	be charged?	2019-2022	
	of funds that will be used t be paid by multiple funding		ctor? Indicate the pe	rcentage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fur	nds 0.00 %	Bonds	0.00 %	
Highway Fu	inds 0.00 % X	Other funding	100.00 % Variou	us Agencies
Agency Reference	#: RM107			
 Contract start date: a. Effective upon E Examiner's app Anticipated B0 	Board of Yes or b roval?	. other effective o	date: NA	
Retroactive?	No			
If "Yes", please exp				
Not Applicable	Jan			
	/			
3. Termination Date:	06/30/2022			
Contract term:	3 years and 121 d	ays		
4. Type of contract:	MSA			
Contract descriptio	n: Medical Provider			
5. Purpose of contrac	t:			
This is a new cont	tract to provide family an	d mental health	services statewide	<u>.</u>
6. NEW CONTRACT				
	ount of the contract for the	erm of the contra	act is: \$250.000.00	
			. ,	ved work order with a State agency.
JUSTIFICATION				
	quire that this work be don	<u>_</u> ?		
	ot have the personnel to p		vices.	
	• •			to do this work:
	employees in your agency d service that must be prov			
•	-	nueu by speciali	•	·
9. Were quotes or pro	•		No	
Division?	n (RFP) done by the Purcha	-	Yes	
a. List the names o	f vendors that were solicite	ed to submit prop	osals (include at leas	st three):
b. Soliciation Waive	er: Not Applicable ntractor chosen in preferen	ce to other?		
0. Willy was this CO	inactor chosen in preielei			

Contract #: 21453

		ticipated re-bid date:	05/15/2026
10. Does the contract conta	ain any IT components?	No	
OTHER INFORMATIO	N		
11. Is there an Indirect Cos	t Rate or Percentage Pa	aid to the Contractor?	
No If "Yes", p	lease provide the Indire	ct Cost Rate or Perce	ntage Paid to the Contractor
Not Applicable			
 a. Is the contractor a cu employee of the State on No 	irrent employee of the S of Nevada?	tate of Nevada or will	the contracted services be performed by a current
b. Was the contractor for	ormerly employed by the formerly employed by the	e State of Nevada with he State of Nevada w	nin the last 24 months or will the contracted services be ithin the last 24 months?
c. Is the contractor emp	loyed by any of Nevada	a's political subdivisior	ns or by any other government?
•	lease explain	-	
Not Applicable			
13. Has the contractor ever	r been engaged under c	ontract by any State a	agency?
No If "Yes", s agency ha		ch agency and indicat	te if the quality of service provided to the identified
Not Applicable			
	the involved in litigation v	with the State of Neva	
14. Is the contractor curren	ay involved in hugadon v		ida?
			ida? s supporting approval of the contract:
No If "Yes", p	lease provide details of	the litigation and facts	s supporting approval of the contract:
No If "Yes", p Not Applicable 15. The contractor is registed	lease provide details of ered with the Nevada Se	the litigation and facts ecretary of State's Off	s supporting approval of the contract:
No If "Yes", p Not Applicable 15. The contractor is registe LLC 16. a. Is the Contractor Nar	lease provide details of ered with the Nevada Se me the same as the lega	the litigation and facts ecretary of State's Off al Entity Name?	s supporting approval of the contract:
No If "Yes", p Not Applicable 15. The contractor is registe LLC 16. a. Is the Contractor Nar Yes 17. a. Does the contractor I	lease provide details of ered with the Nevada Se me the same as the lega have a current Nevada S	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens	s supporting approval of the contract:
No If "Yes", p Not Applicable 15. The contractor is register LLC 16. a. Is the Contractor Nar Yes 17. a. Does the contractor I Yes 18. a. Is the legal entity act	lease provide details of ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens	s supporting approval of the contract:
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NoIf "Yes", pNot Applicable15. The contractor is registed LLC16. a. Is the Contractor Nar Yes17. a. Does the contractor I Yes18. a. Is the legal entity act Yes18. a. Is the legal entity act Yes19. Agency Field Contract I	lease provide details of ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens	s supporting approval of the contract:
No If "Yes", p Not Applicable 15. The contractor is registre LLC 16. a. Is the Contractor Nar Yes 17. a. Does the contractor I Yes 18. a. Is the legal entity act Yes 19. Agency Field Contract I 20. Contract Status:	lease provide details of ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens g with the Nevada Sec	s supporting approval of the contract:
No If "Yes", p Not Applicable 15. The contractor is register LLC 16. a. Is the Contractor Nar Yes 17. a. Does the contractor I Yes 18. a. Is the legal entity act Yes 19. Agency Field Contract I 20. Contract Status: Contract Approvals:	lease provide details of ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing Monitor: User	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens g with the Nevada Sec Sign	s supporting approval of the contract: ice as a: se (SBL)? cretary of State's Office?
No If "Yes", p Not Applicable 15. The contractor is registre LLC 16. a. Is the Contractor Nar Yes 17. a. Does the contractor I Yes 18. a. Is the legal entity act Yes 19. Agency Field Contract I 20. Contract Status: Contract Approvals: Approval Level	lease provide details of ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing Monitor: User	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens g with the Nevada Sec Sign 0 01/1	s supporting approval of the contract: iice as a: se (SBL)? cretary of State's Office? ature Date
No If "Yes", p Not Applicable 15. The contractor is registre LLC 16. a. Is the Contractor Narry Yes 17. a. Does the contractor I Yes 18. a. Is the legal entity act Yes 19. Agency Field Contract I 20. Contract Status: Contract Approvals: Approval Level Budget Account Ap	ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing Monitor: User oproval mstewa10 mstewa10	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens g with the Nevada Sec Sign 0 01/1 0 01/1	s supporting approval of the contract: iice as a: se (SBL)? cretary of State's Office? ature Date 1/2019 08:28:23 AM
No If "Yes", p Not Applicable 15. The contractor is registre LLC 16. a. Is the Contractor Narry Yes 17. a. Does the contractor I Yes 18. a. Is the legal entity act Yes 19. Agency Field Contract I 20. Contract Status: Contract Approvals: Approval Level Budget Account Ap Division Approval	ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing Monitor: User proval mstewa10 val mstewa10	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens g with the Nevada Sec Sign 0 01/1 0 01/1	s supporting approval of the contract: "ice as a: se (SBL)? cretary of State's Office? ature Date 1/2019 08:28:23 AM 1/2019 08:28:26 AM
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No If "Yes", p Not Applicable 15. The contractor is register LLC 16. a. Is the Contractor Nar Yes 17. a. Does the contractor I Yes 18. a. Is the legal entity act Yes 19. Agency Field Contract I 20. Contract Status: Contract Approvals: Approval Level Budget Account Ap Division Approval Department Approv	lease provide details of ered with the Nevada Se me the same as the lega have a current Nevada S ive and in good standing Monitor: Monitor: User proval mstewa10 val mstewa10 Approval mstewa10 proval mstewa10 proval mstewa10 proval mstewa10 proval mstewa10 proval mstewa10	the litigation and facts ecretary of State's Off al Entity Name? State Business Licens g with the Nevada Sec 0 01/1 0 01/1 0 01/1 0 01/1 0 01/1 0 01/3	ature Date 1/2019 08:28:23 AM 1/2019 08:28:28 AM 1/2019 08:28:30 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I.	DESCF		CONT	RACT				() ()		,
	1. Cont	tract Number:	20948	3			Amendment Number:	1		
							Legal Entity Name:	BAMBOO S	UNRISE, LLC	
	Ager	ncy Name:		MASTER SE EEMENTS	RVICE		Contractor Name:	BAMBOO S	UNRISE, LLC	
	-	ncy Code: ropriation Unit:	MSA		ios		Address:	98 East Lak Suite 302	e Mead Parkwa	у
	ls bu	adget authority		Yes	163		City/State/Zip	Henderson,	NV 89015	
	lf "N To w	o" please expla vhat State Fisc	al Year	(s) will the co		0	Contact/Phone: Vendor No.: NV Business ID: 2019-2022 ctor? Indicate the pe	T32005036 NV20111717		
	the c	contractor will b	be paid	by multiple fu	used ic	sources.		icentage of ea	ach fulluling sour	
		General Fu		0.00 %		Fees	0.00 %			
		Federal Fu		0.00 %	v	Bonds	0.00 %			
	٨٥٥	Highway Fu ncy Reference		0.00 % RM167	Х	Other funding	100.00 % Vario	us Agencies		
	•	tract start date:								
	E	ffective upon E xaminer's app Anticipated B oactive? es", please exp	roval? OE me		or b. 03/2	other effective o	date 07/01/2018	8		
	Not	Applicable								
	Tern	riously Approve nination Date: tract term:	əd	06/30/2022						
				4 years						
	• •	e of contract: tract descriptio	n:	MSA NonMedica	l Provic	ler				
		ose of contrac								
	ame		ases th	he contract r			vide therapeutic fo 10 to \$900,000 due			
	6. CON		NDMEN	ΝT						
						Trans \$			Action Accum \$	Agenda
	1.	The max an contract:	nount o	f the original		\$250,000.00) \$250,0	00.00	\$250,000.00	Yes - Action
	2.	Amount of c (#1):	current	amendment		\$650,000.00) \$650,0	00.00	\$650,000.00	Yes - Action
	3.	New maxim amount:	um con	ntract		\$900,000.00)			
II.	JUSTI	FICATION								

- 7. What conditions require that this work be done? The agency does not have the personnel to perform these services.
- 8. Explain why State employees in your agency or other State agencies are not able to do this work: This is a specialized service that must be provided by specially trained individuals.

9.	Were quotes or proposals so										
	Was the solicitation (RFP) do Division?	one by the Pu	rchasing	Yes							
1	a. List the names of vendors	that were sol	icited to subn	nit proposals ((include	at lea	st three):				
	b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other?										
	d. Last bid date: 05/0	3/2018	Anticipated	re-bid date:	05/15	/2026					
10.	Does the contract contain an	y IT compone	ents?	No							
С	THER INFORMATION										
11.	Is there an Indirect Cost Rate	or Percenta	ge Paid to the	e Contractor?							
ſ	No If "Yes", please	provide the l	ndirect Cost F	Rate or Percer	ntage P	aid to	the Cont	ractor			
	Not Applicable		(h		1		1		(
12.	a. Is the contractor a current employee of the State of New No	employee of ada?	the State of N	Nevada or Will	the con	tracte	a service	s be per	Tormed	by a curren	
	b. Was the contractor former performed by someone form No	y employed b arly employed	by the State of by the State	of Nevada with of Nevada wi	nin the la ithin the	ast 24 e last 2	months o 4 months	or will the ?	e contra	cted service	s be
	c. Is the contractor employed No If "Yes", please		evada's politic	al subdivision	ns or by	any ot	her gove	rnment?	>		
[· · · · · ·	елріант									
	INOT ADDIICADIE										
	Not Applicable		der contract h	ov anv State a	agency?						
	Has the contractor ever beer Yes If "Yes", specify agency has bee	when and fo	r which agen				of servic	ce provid	ded to th	ne identified	
	Has the contractor ever beer Yes If "Yes", specify	when and fo	r which ageno satisfactory:	cy and indicat			of servic	ce provic	ded to th	e identified	
13.	Has the contractor ever beer Yes If "Yes", specify agency has been The Department of Health ar Is the contractor currently inv	when and fo en verified as ad Human Se rolved in litiga	r which agend satisfactory: rvices. Agend tion with the	cy and indicat cy is satisfied. State of Neva	da?	quality				ie identified	
13. 14.	Has the contractor ever beer Yes If "Yes", specify agency has been The Department of Health ar Is the contractor currently inv No If "Yes", please	when and fo en verified as ad Human Se rolved in litiga	r which agend satisfactory: rvices. Agend tion with the	cy and indicat cy is satisfied. State of Neva	da?	quality				e identified	
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(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT 1. Contract Number: 20363 1 Amendment Number: Legal Entity Carmel Community Living Corporation Name: DBA OVERTURE **MSA MASTER SERVICE** Contractor Name: **Carmel Community Living** Agency Name: Corporation DBA OVERTURE AGREEMENTS Agency Code: MSA Address: 280 Island Ave #960 Appropriation Unit: 9999 - All Categories Is budget authority City/State/Zip Yes Reno, NV 89501 available?: If "No" please explain: Not Applicable Contact/Phone: Jennifer Kelly Ordway 720-496-2605 Vendor No.: T27042307 NV Business ID: NV20181347045 To what State Fiscal Year(s) will the contract be charged? 2019-2022 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. General Funds 0.00 % 0.00 % Fees Federal Funds 0.00 % Bonds 0.00 % 0.00 % 100.00 % Various Agencies **Highway Funds** Х Other funding 2. Contract start date: or b. other effective date 07/01/2018 a. Effective upon Board of No Examiner's approval? Anticipated BOE meeting date 03/2019 **Retroactive?** No If "Yes", please explain Not Applicable 3. Previously Approved 06/30/2022 Termination Date: Contract term: 4 years 4. Type of contract: MSA Contract description: **NonMedical Provider** Purpose of contract: This is the first amendment to the contract to provide developmental disability waiver services statewide. This amendment increases the contract maximum from \$250,000 to \$4,000,000 due to the cancellation of provider agreements and resulting use of this provider instead of previous providers. 6. CONTRACT AMENDMENT Trans \$ Info Accum \$ Action Accum \$ Agenda 1. \$250,000.00 \$250,000.00 The max amount of the original \$250,000.00 Yes - Action contract: 2. Amount of current amendment \$3,750,000.00 \$3,750,000.00 \$3,750,000.00 Yes - Action (#1): \$4,000,000.00 3. New maximum contract amount: **II. JUSTIFICATION**

- 7. What conditions require that this work be done? The agency does not have the personnel to perform these services.
- 8. Explain why State employees in your agency or other State agencies are not able to do this work: This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

Page 1 of 2

Was the solicitation (RFP) done by the Purchasing Division?

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other? d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026 10. Does the contract contain any IT components? No **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain Not Applicable

Yes

13. Has the contractor ever been engaged under contract by any State agency?

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If ' Not Applicable

Yes

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	02/12/2019 14:24:45 PM
Division Approval	jthom17	02/12/2019 14:24:49 PM
Department Approval	jthom17	02/12/2019 14:24:52 PM
Contract Manager Approval	rvradenb	02/12/2019 15:49:29 PM
Budget Analyst Approval	aurruty	02/12/2019 16:23:10 PM
BOE Agenda Approval	lfree1	02/13/2019 13:24:03 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21506

T. Conu	act number.	21500			
				Legal Entity Name:	Collaborative Autism Resources & Education d/b/a CARE, LLC
Agen		MSA MASTER SE AGREEMENTS	RVICE	Contractor Name:	Collaborative Autism Resources & Education d/b/a CARE, LLC
Agen	cy Code:	MSA		Address:	1930 Village Center Cr. Suite
Appro	opriation Unit:	9999 - All Catego	ries		
ls buc availa	dget authority able?:	Yes		City/State/Zip	Las Vegas, NV 89134
lf "No	" please expla	in: Not Applicable		Contact/Phone: Vendor No.:	Toni Ventrella 877-712-2735 T27042665
				NV Business ID:	NV20021095350
To wł	nat State Fisca	al Year(s) will the co	ontract be charged?	2019-2022	
		of funds that will be e paid by multiple f		tor? Indicate the pe	rcentage of each funding source if
	General Fur	nds 0.00 %	Fees	0.00 %	
	Federal Fun	ods 0.00 %	Bonds	0.00 %	
	Highway Fu		X Other funding	100.00 % Variou	us Agencies
Agen	cy Reference #	#: RM167			
2. Contr	act start date:				
Ex	fective upon B kaminer's appr	oval?	or b. other effective c	late: NA	
,	Anticipated BC	DE meeting date	03/2019		
Retro	active?	No			
<u>If "Ye</u>	s", please exp	lain			
Not A	Applicable				
3. Term	ination Date:	06/30/2022			
Contr	act term:	3 years and	d 121 days		
4. Type	of contract:	MSA			
Contr	act description	n: NonMedica	I Provider		
5. Purpo	ose of contract				
			havioral analysis servi	ces statewide.	
-	CONTRACT	•			
		unt of the contract f	for the term of the contra	ct is: \$300.000.00	
				· ·	ved work order with a State agency.
			,		
JUSTIF	ICATION				
		uire that this work			
The a	igency does no	ot have the personr	nel to perform these serv	vices.	
			agency or other State age		to do this work:
This i	s a specialized	d service that must	be provided by specially	trained individuals.	
9. Were	quotes or prop	posals solicited?		No	
	the solicitation	(RFP) done by the	Purchasing	Yes	
o Lie	t the names of	vendors that were	solicited to submit propo	osals (include at leas	st three):
		r: Not Applicable			

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

	st bid date: 05/03/201	· ·		
10. Does	the contract contain any IT c	components?	No	
OTHE	R INFORMATION			
11. Is the	re an Indirect Cost Rate or P	ercentage Paid to the	Contractor?	
		de the Indirect Cost R	te or Percentage Paid to the Contractor	
	pplicable			
emplo	he contractor a current employee of the State of Nevada? No	byee of the State of N	vada or will the contracted services be performed by	a current
perfo	as the contractor formerly em rmed by someone formerly en No	ployed by the State of mployed by the State	Nevada within the last 24 months or will the contract f Nevada within the last 24 months?	ed services be
c. Is t	he contractor employed by a	ny of Nevada's politica	subdivisions or by any other government?	
	lf "Yes", please expla	ain		
Not A	pplicable			
13. Has t	he contractor ever been enga	• •		
	No If "Yes", specify when agency has been ver pplicable		and indicate if the quality of service provided to the	identified
•	••			
	contractor currently involved	•		
	<u>No If "Yes", please provi</u> pplicable	de details of the litigat	on and facts supporting approval of the contract:	
15. The c	contractor is registered with th	ie Nevada Secretary d	State's Office as a:	
		and the last of the second		
	he Contractor Name the sam	ie as the legal Entity N	ame ?	
	es the contractor have a curr	ent Nevada State Bus	ness License (SBL)?	
	és			
	he legal entity active and in g les	jood standing with the	Nevada Secretary of State's Office?	
19. Agen	cy Field Contract Monitor:			
20. Contr	act Status:			
	act Approvals:			
Contr	pproval Level	User	Signature Date	
		jthom17	01/31/2019 13:47:37 PM	
A	udget Account Approval		01/31/2019 13:47:39 PM	
A B D	ivision Approval	jthom17		
A B D D	ivision Approval epartment Approval	jthom17	01/31/2019 13:47:41 PM	
A B D C	ivision Approval epartment Approval ontract Manager Approval	jthom17 rvradenb	01/31/2019 13:47:41 PM 02/01/2019 08:55:57 AM	
A B D C B	ivision Approval epartment Approval ontract Manager Approval udget Analyst Approval	jthom17 rvradenb aurruty	01/31/2019 13:47:41 PM 02/01/2019 08:55:57 AM 02/08/2019 14:24:44 PM	
A B D C B B	ivision Approval epartment Approval ontract Manager Approval	jthom17 rvradenb	01/31/2019 13:47:41 PM 02/01/2019 08:55:57 AM	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21458

	21430							
				Legal Entity Name:	EYE CARE ASSOCIATES OF NEVADA			
Agency Name:	MSA MASTER S AGREEMENTS	ERVICE		Contractor Name:	EYE CARE ASSOCIATES OF NEVADA			
Agency Code:	MSA			Address:	2285 GREEN VISTA DR			
Appropriation Unit:	9999 - All Categ	ories						
Is budget authority available?:	Yes			City/State/Zip	SPARKS, NV 89431-1071			
If "No" please expl	ain: Not Applicable	e		Contact/Phone:	Rebecca Ansotegui 775/674-1100			
				Vendor No.:	T81006961			
				NV Business ID:	NV20041002427			
To what State Fisc	. ,		-	2019-2022				
What is the source the contractor will be	of funds that will b be paid by multiple	e used to pay f funding source	the contrac es.	tor? Indicate the per	rcentage of each funding source if			
General Fu		Fees	S	0.00 %				
Federal Fu	nds 0.00 %	Bone		0.00 %				
Highway F		X Othe	er funding	100.00 % Variou	is Agencies			
Agency Reference	#: RM107							
2. Contract start date	:							
a. Effective upon l Examiner's app		s or b. other	effective c	late: NA				
Anticipated B	OE meeting date	03/2019						
Retroactive?	No							
If "Yes", please ex	olain							
Not Applicable								
3. Termination Date:	06/30/202	2						
Contract term:	3 years ar	d 121 days						
4. Type of contract:	MSA							
Contract descriptio	n: Medical P	rovider						
5. Purpose of contract	t:							
This is a new con		pthamology s	ervices st	atewide.				
6. NEW CONTRACT	-							
		for the term of	f the contra	act is: \$150,000.00				
				· ·	ved work order with a State agency.			
JUSTIFICATION		,						
	7. What conditions require that this work be done?							
The agency does r			these serv	vices.				
8. Explain why State	employees in your	agency or othe	er State ag	encies are not able t	o do this work:			
				r trained individuals.				
9. Were quotes or pro	posals solicited?			No				
Was the solicitation Division?	•	e Purchasing		Yes				
	of vendors that wer	e solicited to su	ubmit propo	osals (include at leas	st three):			
h Collisiation M/s'	an Not Ameliasti							
 b. Soliciation Waive c. Why was this co 			other?					
c. with was this co								

		•	re-bid date:	05/15/2026
10. Does the c	ontract contain any IT o	components?	No	
OTHER IN	ORMATION			
11. Is there an	Indirect Cost Rate or F	Percentage Paid to the	e Contractor?	
No		ide the Indirect Cost	Rate or Perce	ntage Paid to the Contractor
Not Applica				
12. a. Is the co employee No	ntractor a current empl of the State of Nevada?	oyee of the State of I	Nevada or will	the contracted services be performed by a current
b. Was the performed No	contractor formerly em by someone formerly e	ployed by the State of mployed by the State	of Nevada with e of Nevada wi	nin the last 24 months or will the contracted services be ithin the last 24 months?
c. Is the co	ntractor employed by a	ny of Nevada's polition	cal subdivision	s or by any other government?
No	If "Yes", please expla	ain		
Not Applica	able			
13. Has the co	ntractor ever been eng	aged under contract l	by any State a	gency?
No	agency has been ve	n and for which agen rified as satisfactory:	cy and indicat	e if the quality of service provided to the identified
Not Applica				
	actor currently involved	•		
No		ide details of the litiga	ation and facts	supporting approval of the contract:
Not Applica				
	ctor is registered with th	he Nevada Secretary	of State's Offi	ce as a:
LLC				
	ontractor Name the san	ne as the legal Entity	Name?	
16. a. Is the Co Yes	ontractor Name the san			e (SBL)?
16. a. Is the Co Yes 17. a. Does the Yes	e contractor have a cur	rent Nevada State Bu	isiness Licens	e (SBL)? cretary of State's Office?
16. a. Is the Co Yes 17. a. Does the Yes 18. a. Is the ley Yes	e contractor have a cur	rent Nevada State Bu	isiness Licens	
16. a. Is the Co Yes 17. a. Does the Yes 18. a. Is the ley Yes 19. Agency Fie	e contractor have a curr gal entity active and in g eld Contract Monitor:	rent Nevada State Bu	isiness Licens	
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 16. a. Is the Contract Second secon	e contractor have a curr gal entity active and in g eld Contract Monitor: tatus: pprovals: ral Level t Account Approval n Approval	rent Nevada State Bu good standing with th User jthom17 jthom17	usiness Licens ne Nevada Sec Signa 01/3 ⁻ 01/3 ⁻	cretary of State's Office? ature Date 1/2019 13:20:20 PM 1/2019 13:20:23 PM
 a. Is the Contract A Agency Field Contract S Contract A Approving Budge Divisio Depart 	e contractor have a curr gal entity active and in g eld Contract Monitor: tatus: pprovals: ral Level t Account Approval n Approval ment Approval	rent Nevada State Bu good standing with th User jthom17 jthom17 jthom17	usiness Licens ne Nevada Sec Signa 01/3 ⁻ 01/3 ⁻ 01/3 ⁻	erretary of State's Office? ature Date 1/2019 13:20:20 PM 1/2019 13:20:23 PM 1/2019 13:20:27 PM
 a. Is the Conversion of Yes a. Does the Yes a. Is the leg Yes a. Is the leg Yes Agency Field Contract Sontract A Approve Budge Divisio Depart Contra 	e contractor have a curr gal entity active and in g eld Contract Monitor: tatus: pprovals: ral Level t Account Approval n Approval ment Approval ct Manager Approval	rent Nevada State Bu good standing with th User jthom17 jthom17 jthom17 rvradenb	usiness Licens ne Nevada Sec Signa 01/3 ⁻¹ 01/3 ⁻¹ 01/3 ⁻¹ 02/0 ⁻¹	ature Date 1/2019 13:20:20 PM 1/2019 13:20:23 PM 1/2019 13:20:27 PM 1/2019 08:26:57 AM
 a. Is the Carves Yes a. Does the Yes a. Is the leg Yes a. Is the leg Yes Agency Fie Contract S Contract A Approv Budge Divisio Depart Contra 	e contractor have a curr gal entity active and in g eld Contract Monitor: tatus: pprovals: val Level t Account Approval n Approval ment Approval ct Manager Approval t Analyst Approval	rent Nevada State Bu good standing with th User jthom17 jthom17 jthom17 rvradenb aurruty	usiness Licens ne Nevada Sec 01/3 ⁻ 01/3 ⁻ 01/3 ⁻ 02/0 ⁻ 02/0 ⁻	ature Date 1/2019 13:20:20 PM 1/2019 13:20:23 PM 1/2019 13:20:27 PM 1/2019 08:26:57 AM 1/2019 09:02:40 AM
 a. Is the Conversion of Yes a. Does the Yes a. Is the leaving the Yes a. Is the leaving the Yes Agency Fie Contract Solution of Yes Contract A Approve Budge Division of Depart Contract Budge BUGGE 	e contractor have a curr gal entity active and in g eld Contract Monitor: tatus: pprovals: ral Level t Account Approval n Approval ment Approval ct Manager Approval	rent Nevada State Bu good standing with th User jthom17 jthom17 jthom17 rvradenb	usiness Licens ne Nevada Sec 01/3 ⁻ 01/3 ⁻ 01/3 ⁻ 02/0 ⁻ 02/0 ⁻	ature Date 1/2019 13:20:20 PM 1/2019 13:20:23 PM 1/2019 13:20:27 PM 1/2019 08:26:57 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21502

T. Contract Number.	21502			
			Legal Entity Name:	Harmonee Provider Home Services
Agency Name:	MSA MASTER SERV	CE	Contractor Name:	Harmonee Provider Home Services
Agency Code:	MSA		Address:	515 E. Gault Way
	9999 - All Categories			·····,
Is budget authority available?:	Yes		City/State/Zip	Sparks, NV 89431
If "No" please expl	ain: Not Applicable		Contact/Phone: Vendor No.:	Trena Anderson 775-432-1035 T32007797
			NV Business ID:	NV20131209952
	al Year(s) will the contra	•	2019-2022	
the contractor will b	be paid by multiple fund	ing sources.	ctor? Indicate the pe	rcentage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fu	nds 0.00 %	Bonds	0.00 %	
Highway Fu		X Other funding	100.00 % Vario	us Agencies
Agency Reference	#: RM167			
2. Contract start date				
a. Effective upon I Examiner's app		b. other effective	date: NA	
Anticipated B	DE meeting date	03/2019		
Retroactive?	No			
If "Yes", please exp	olain			
Not Applicable				
3. Termination Date:	06/30/2022			
Contract term:	3 years and 12	1 days		
4. Type of contract:	MSA			
Contract descriptio	-	ovider		
5. Purpose of contract	t:			
This is a new con	tract to provide behav	ioral health service	es statewide.	
6. NEW CONTRACT				
	ount of the contract for t	ne term of the contra	act is: \$300,000.00	
Other basis for pay	ment: As invoiced by C	ontractor and paid p	oursuant to an approv	ved work order with a State agency.
JUSTIFICATION				
	quire that this work be o	lone?		
	ot have the personnel t		vices.	
8. Explain why State	employees in your ager	cy or other State ac	encies are not able	to do this work:
	d service that must be			
9. Were quotes or pro	posals solicited?		No	
	n (RFP) done by the Pu	chasing	Yes	
	f vendors that were soli	cited to submit prop	osals (include at lea	st three):
b. Soliciation Waive				
c. why was this co	ntractor chosen in prefe	rence to other?		

		e-bid date: 05/15/2026	
10. Does the contract contain any I	T components?	No	
OTHER INFORMATION			
11. Is there an Indirect Cost Rate o	r Percentage Paid to th	Contractor?	
	ovide the Indirect Cost	ate or Percentage Paid to the C	ontractor
Not Applicable			
 a. Is the contractor a current en employee of the State of Nevac No 	ployee of the State of l la?	evada or will the contracted serv	vices be performed by a current
b. Was the contractor formerly of performed by someone formerly No	employed by the State of employed by the State	Nevada within the last 24 mont of Nevada within the last 24 mo	hs or will the contracted services be nths?
c. Is the contractor employed by	y any of Nevada's politi	I subdivisions or by any other g	overnment?
No If "Yes", please ex	plain		
Not Applicable			
13. Has the contractor ever been e	ngaged under contract	any State agency?	
agency has been	hen and for which ager verified as satisfactory:	y and indicate if the quality of se	ervice provided to the identified
Not Applicable			
14. Is the contractor currently involv	-		
	ovide details of the litig	on and facts supporting approv	al of the contract:
Not Applicable			
 The contractor is registered with LLC 	1 the Nevada Secretary	f State's Office as a:	
 a. Is the Contractor Name the s Yes 	ame as the legal Entity	ame?	
	urrent Nevada State Bu	iness License (SBL)?	
17. a. Does the contractor have a c Yes			
Yes	in good standing with th	Nevada Secretary of State's Of	fice?
18. a. Is the legal entity active and	с с	Nevada Secretary of State's Of	fice?
Yes 18. a. Is the legal entity active and Yes	с с	Nevada Secretary of State's Of	fice?
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor:	с с	Nevada Secretary of State's Of	fice?
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor: 20. Contract Status:	с с	Nevada Secretary of State's Of Signature Date	fice?
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals:		Signature Date 01/31/2019 13:33:41 PM	Λ
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	User jthom17 jthom17	Signature Date 01/31/2019 13:33:41 PM 01/31/2019 13:33:44 PM	Л Л
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	User jthom17 jthom17 jthom17	Signature Date 01/31/2019 13:33:41 PN 01/31/2019 13:33:44 PN 01/31/2019 13:33:48 PN	Л Л Л
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approva	User jthom17 jthom17 jthom17 I rvradenb	Signature Date 01/31/2019 13:33:41 PN 01/31/2019 13:33:44 PN 01/31/2019 13:33:48 PN 02/01/2019 08:56:35 AN	Л Л Л
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approva Budget Analyst Approval	User jthom17 jthom17 jthom17 I rvradenb aurruty	Signature Date 01/31/2019 13:33:41 PM 01/31/2019 13:33:44 PM 01/31/2019 13:33:48 PM 02/01/2019 08:56:35 AM 02/08/2019 13:31:18 PM	Л Л Л Л
Yes 18. a. Is the legal entity active and Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approva	User jthom17 jthom17 jthom17 I rvradenb	Signature Date 01/31/2019 13:33:41 PN 01/31/2019 13:33:44 PN 01/31/2019 13:33:48 PN 02/01/2019 08:56:35 AN	Л Л Л Л

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21425

	Legal Entity Name:	LAS VEGAS INTERPRETERS CONNECTION, LLC
Agency Name: MSA MASTER SERVICE AGREEMENTS	Contractor Name:	LAS VEGAS INTERPRETERS CONNECTION, LLC
Agency Code: MSA	Address:	4616 W SAHARA AVE STE 407
Appropriation Unit: 9999 - All Categories		
Is budget authority Yes available?:	City/State/Zip	LAS VEGAS, NV 89102-3654
If "No" please explain: Not Applicable	Contact/Phone:	702/868-5842
	Vendor No.:	T27005869
	NV Business ID:	NV20031202421
To what State Fiscal Year(s) will the contract be charged?	2019-2021	
What is the source of funds that will be used to pay the contra the contractor will be paid by multiple funding sources.	ctor? Indicate the pe	rcentage of each funding source if
General Funds 0.00 % Fees	0.00 %	
Federal Funds 0.00 % Bonds	0.00 %	
Highway Funds 0.00 % X Other funding	100.00 % Vario	us Agencies
Agency Reference #: AT-359		
2. Contract start date:		
a. Effective upon Board of No or b. other effective Examiner's approval?	date 03/12/2019)
Anticipated BOE meeting date 03/2019		
Retroactive? No		
If "Yes", please explain		
Not Applicable		
3. Termination Date: 01/15/2021		
Contract term: 1 year and 310 days		
4. Type of contract: MSA		
Contract description: Interpreting Service		
5. Purpose of contract:		
This is a new contract to provide onsite Spanish language	e interpretation stat	ewide
6. NEW CONTRACT	act ice \$150,000,00	
The maximum amount of the contract for the term of the contr	act is. \$150,000.00	
JUSTIFICATION		
7. What conditions require that this work be done?		·
The State is required to provide services and official document	ts in languages othe	r than English.
8. Explain why State employees in your agency or other State ag	gencies are not able	to do this work:
Most state workers do not speak other languages or have the governmental operations and serve the public adequately.	proficiency in the lan	nguages needed to conduct vital
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 prop	osals (include at lea	st three):
b. Soliciation Waiver: Not Applicable		
c. Why was this contractor chosen in preference to other?		

qualified vendors for the good of t	he State.	pretation and document translation services to create a pool of
d. Last bid date: 10/19/201	8 Anticipated re	e-bid date: 01/30/2026
10. Does the contract contain any IT o	components?	No
OTHER INFORMATION		
11. Is there an Indirect Cost Rate or F	Percentage Paid to the	Contractor?
	U	ate or Percentage Paid to the Contractor
Not Applicable		
employee of the State of Nevada?	oyee of the State of Ne	evada or will the contracted services be performed by a current
Νο		
performed by someone formerly e	ployed by the State of mployed by the State c	Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?
No		
	•	I subdivisions or by any other government?
No If "Yes", please expla	ain	
Not Applicable		
13. Has the contractor ever been eng	• •	, , ,
No If "Yes", specify whe agency has been ve		and indicate if the quality of service provided to the identified
Not Applicable		
14. Is the contractor currently involved	t in litigation with the St	ate of Nevada?
-	•	on and facts supporting approval of the contract:
Not Applicable		
15. The contractor is registered with t LLC	ne Nevada Secretary of	f State's Office as a:
16. a. Is the Contractor Name the san Yes	ne as the legal Entity Na	ame?
17. a. Does the contractor have a cur Yes	rent Nevada State Busi	ness License (SBL)?
18. a. Is the legal entity active and in Yes	good standing with the	Nevada Secretary of State's Office?
19. Agency Field Contract Monitor:		
20. Contract Status:		
Contract Approvals:		
Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/04/2019 11:04:21 AM
	mstewa10	01/04/2019 11:04:24 AM
Division Approval		01/04/2019 11:04:26 AM
	mstewa10	
Division Approval	mstewa10 atayl10	01/07/2019 12:23:10 PM
Division Approval Department Approval Contract Manager Approval Budget Analyst Approval		01/07/2019 12:23:10 PM 01/31/2019 14:37:46 PM
Division Approval Department Approval Contract Manager Approval	atayl10	01/07/2019 12:23:10 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21471

	1. ZI4/	1				
					Legal Entity Name:	LIFESHARE CARE HOME NEVADA, INC.
Agency Name:		MASTER SEI	RVICE		Contractor Name:	LIFESHARE CARE HOME NEVADA, INC.
Agency Code:	MSA	_			Address:	7925 West Rosada Way
Appropriation U	nit: 9999	- All Categori	es			-
Is budget author available?:		Yes			City/State/Zip	Las Vegas, NV 89419
If "No" please e>	plain: N	ot Applicable			Contact/Phone:	702/722-6783
-	-				Vendor No.:	T29027828
					NV Business ID:	NV20101360442
To what State F	scal Yea	r(s) will the co	ntract b	e charged?	2019-2022	
What is the sour the contractor w					ctor? Indicate the pe	rcentage of each funding source if
General	Funds	0.00 %		Fees	0.00 %	
Federal	Funds	0.00 %		Bonds	0.00 %	
Highway	Funds	0.00 %	Х	Other funding	100.00 % Variou	us Agencies
Agency Referen	ce #:	RM167				
2. Contract start da	ate:					
a. Effective upo Examiner's a	n Board	of Yes	or b.	other effective of	date: NA	
Anticipated	•••		03/2	2019		
Retroactive?		No				
If "Yes", please	explain					
Not Applicable						
3. Termination Dat	e:	06/30/2022				
Contract term:		3 years and	121 da	ays		
4. Type of contract		MSA				
Contract descrip		NonMedical	Provid	der		
5. Purpose of cont						
This is a new c		o provide gro	up hoi	ne services sta	tewide.	
6. NEW CONTRAC	ст					
		the contract fo	or the to	erm of the contra	act is: \$250,000.00	
Other basis for p	ayment:	As invoiced by	the C	ontractor and pa	id pursuant to an ap	proved work order with a State agency.
JUSTIFICATION						
7. What conditions		hat this work b	e done	?		
The agency doe					vices.	
8. Explain why Sta	te emplo	yees in your ag	gency o	or other State ag	encies are not able	to do this work:
					rtrained individuals.	
9. Were quotes or	proposal	s solicited?			No	
Was the solicitat Division?			Purcha	sing	Yes	
	s of venc	lors that were	solicite	d to submit prop	osals (include at lea	st three):
b. Soliciation Wa		••				
c. Why was this	contracto	or chosen in pr	eteren	ce to other?		

	d. Last bid date: 05/03/20	18 Anticipate	d re-bid date:	05/15/202	6		
10.	Does the contract contain any IT	components?	No				
C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or	Percentage Paid to th	ne Contractor?				
	No If "Yes", please prov	vide the Indirect Cost	Rate or Perce	ntage Paid t	the Contracto	or	
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada No	ployee of the State of ?	Nevada or will	the contract	ted services be	performed by a	a current
	b. Was the contractor formerly er performed by someone formerly No	nployed by the State employed by the Stat	of Nevada with e of Nevada w	nin the last 2 ithin the last	24 months or wi 24 months?	II the contracted	d services be
	c. Is the contractor employed by	any of Nevada's politi	ical subdivisior	ns or by any	other governm	ent?	
	No If "Yes", please exp				outor govornin	ont.	
	Not Applicable						
13.	Has the contractor ever been eng	gaged under contract	by any State a	igency?			
	No If "Yes", specify who agency has been ve	en and for which agen erified as satisfactory:	ncy and indicat	• •	ity of service pr	rovided to the id	entified
	Not Applicable						
1/	Is the contractor currently involve	ed in litigation with the	e State of Neva	da?			
14.							
		vide details of the litig	ation and facts		approval of the	e contract:	
	Not Applicable			supporting	approval of the	e contract:	
	Not Applicable The contractor is registered with			supporting	approval of the	e contract:	
15.	Not Applicable The contractor is registered with Nevada Corporation	the Nevada Secretar	y of State's Off	supporting	approval of the	e contract:	
15.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa	the Nevada Secretar	y of State's Off	supporting	approval of the	e contract:	
15. 16.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes	the Nevada Secretar	y of State's Off / Name?	ice as a:	approval of the	e contract:	
15. 16.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu	the Nevada Secretar	y of State's Off / Name?	ice as a:	approval of the	e contract:	
15. 16. 17.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes	the Nevada Secretar me as the legal Entity rrent Nevada State B	y of State's Off / Name? usiness Licens	ice as a:		e contract:	
15. 16. 17.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in	the Nevada Secretar me as the legal Entity rrent Nevada State B	y of State's Off / Name? usiness Licens	ice as a:		e contract:	
15. 16. 17. 18.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in Yes	the Nevada Secretar me as the legal Entity rrent Nevada State B	y of State's Off / Name? usiness Licens	ice as a:		e contract:	
15. 16. 17. 18.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in	the Nevada Secretar me as the legal Entity rrent Nevada State B	y of State's Off / Name? usiness Licens	ice as a:		e contract:	
15. 16. 17. 18.	Not ApplicableThe contractor is registered with Nevada Corporationa. Is the Contractor Name the sa Yesa. Does the contractor have a cu Yesa. Is the legal entity active and in YesAgency Field Contract Monitor: Contract Status:	the Nevada Secretar me as the legal Entity rrent Nevada State B	y of State's Off / Name? usiness Licens	ice as a:		e contract:	
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in Yes Agency Field Contract Monitor: Contract Status: Contract Approvals:	the Nevada Secretar me as the legal Entity rrent Nevada State B good standing with th	y of State's Off / Name? usiness Licens he Nevada Sed	ice as a:		e contract:	
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level	the Nevada Secretary me as the legal Entity rrent Nevada State B good standing with th User	y of State's Off / Name? usiness Licens he Nevada Sed Sign	ice as a: ice (SBL)? cretary of Sta	ate's Office?	e contract:	
15. 16. 17. 18.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	the Nevada Secretary me as the legal Entity rrent Nevada State B good standing with th User jthom17	y of State's Off / Name? usiness Licens he Nevada Sed Sign 01/2	supporting ice as a: e (SBL)? cretary of Sta ature Date 2/2019 13:23	ate's Office? 3:20 PM	e contract:	
15. 16. 17. 18.	Not ApplicableThe contractor is registered with Nevada Corporationa. Is the Contractor Name the sa Yesa. Does the contractor have a cu Yesa. Is the legal entity active and in YesAgency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	the Nevada Secretary me as the legal Entity rrent Nevada State B good standing with th User jthom17 jthom17	y of State's Off / Name? usiness Licens he Nevada Sed Sign 01/2 01/2	supporting ice as a: ie (SBL)? cretary of Sta ature Date 2/2019 13:23	ate's Office? 3:20 PM 3:23 PM	e contract:	
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	the Nevada Secretary me as the legal Entity rrent Nevada State B good standing with th User jthom17 jthom17 jthom17	y of State's Off / Name? usiness Licens he Nevada Sed Sign 01/2 01/2 01/2	supporting ice as a: ice (SBL)? cretary of Sta ature Date 2/2019 13:23 2/2019 13:23	ate's Office? 3:20 PM 3:23 PM 3:29 PM	e contract:	
15. 16. 17. 18. 19.	Not ApplicableThe contractor is registered with Nevada Corporationa. Is the Contractor Name the sa Yesa. Does the contractor have a cu Yesa. Is the legal entity active and in YesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval	the Nevada Secretary me as the legal Entity rrent Nevada State B good standing with th User jthom17 jthom17 jthom17 rvradenb	y of State's Off / Name? usiness Licens he Nevada Sed 01/2 01/2 01/2 01/2	supporting ice as a: ie (SBL)? cretary of Sta ature Date 2/2019 13:23	ate's Office? 3:20 PM 3:23 PM 3:29 PM 1:48 PM	e contract:	
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the sa Yes a. Does the contractor have a cu Yes a. Is the legal entity active and in Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	the Nevada Secretary me as the legal Entity rrent Nevada State B good standing with th User jthom17 jthom17 jthom17	y of State's Off / Name? usiness Licens he Nevada Sed 01/2 01/2 01/2 01/2 01/2 01/2 01/3	supporting ice as a: e (SBL)? cretary of Sta 2/2019 13:2: 2/2019 13:2: 3/2019 14:1	ate's Office? 3:20 PM 3:23 PM 3:29 PM 1:48 PM 7:38 AM	e contract:	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21511

				Legal Entity Name:	MHM SOLUTIONS
		A MASTER SERVICE REEMENTS		Contractor Name:	MHM SOLUTIONS
	Agency Code: MSA	4		Address:	1593 SPRING HILL RD STE 600
	Appropriation Unit: 9999	9 - All Categories			
	Is budget authority available?:	Yes		City/State/Zip	VIENNA, VA 22182-2252
	If "No" please explain: N	Not Applicable		Contact/Phone: Vendor No.: NV Business ID:	Steve Wheeler 610/363-1600 PUR0005593 NV20141574940
	To what State Fiscal Yea	ar(s) will the contract b	e charged?	2019-2023	
	What is the source of fur the contractor will be paid	nds that will be used to id by multiple funding s	pay the contractources.	ctor? Indicate the per	rcentage of each funding source if
	General Funds	0.00 %	Fees	0.00 %	
	Federal Funds	0.00 %	Bonds	0.00 %	
	Highway Funds	0.00 % X	Other funding	100.00 % Variou	is Agencies
2.	Contract start date:				
	a. Effective upon Board Examiner's approval? Anticipated BOE mo	?	other effective o	date 04/01/2019	
	Retroactive?	No			
	If "Yes", please explain	NO			
	Not Applicable				
3	Termination Date:	03/31/2023			
0.	Contract term:	4 years			
4.	Type of contract:	MSA			
	Contract description:	Temporary Medica	l		
5.	Purpose of contract:				
	This is a new contract	to provide temporary	medical-relate	d positions statew	ide.
6.	NEW CONTRACT				
	The maximum amount of	of the contract for the te	erm of the contra	act is: \$100,000,000).00
J	USTIFICATION				
7.	What conditions require	that this work be done	?		
	State agencies have the with a temporary employ	need for individuals w ment provider so the S	ith medical relat State is not in a p	ed expertise on a ter position of being hele	mporary basis. The State is contracting d to be the employer.
8.	Explain why State emplo	oyees in your agency o	r other State ag	encies are not able t	o do this work:
	The State does not provi	ide temporary employe	e services.		
9.	Were quotes or proposal	Is solicited?		Yes	
	Was the solicitation (RFF Division?	P) done by the Purchas	sing	Yes	
	a. List the names of vend	dors that were solicited	to submit prop	osals (include at leas	st three):
	Diskritter, Inc. Jackson & Coker Staff Care, Inc.				
	b. Soliciation Waiver: No	ot Applicable			
	c. Why was this contract	• •	e to other?		

	Durquent to DED 00SW/C S 422	nd in accordance ::	ith NRS 333, the selected vendor was one of the highest scoring
	proposer as determined by an inde	ependently appointe	ed evaluation committee.
	d. Last bid date: 11/28/201	8 Anticipate	ed re-bid date: 11/01/2022
10	. Does the contract contain any IT c	omponents?	No
II. (OTHER INFORMATION		
11	. Is there an Indirect Cost Rate or P	ercentage Paid to tl	he Contractor?
		-	Rate or Percentage Paid to the Contractor
	Not Applicable		
12	. a. Is the contractor a current employee of the State of Nevada?	oyee of the State of	Nevada or will the contracted services be performed by a current
	b. Was the contractor formerly em performed by someone formerly en No	ployed by the State mployed by the Sta	of Nevada within the last 24 months or will the contracted services be te of Nevada within the last 24 months?
	c. Is the contractor employed by a	ny of Nevada's polit	ical subdivisions or by any other government?
	No If "Yes", please expla	•	
	Not Applicable		
13	. Has the contractor ever been enga	aged under contract	by any State agency?
	No If "Yes", specify when agency has been ver		ncy and indicate if the quality of service provided to the identified
	Not Applicable		•
14	. Is the contractor currently involved	in litigation with the	e State of Nevada?
		de details of the litig	gation and facts supporting approval of the contract:
	Not Applicable		
15	. The contractor is registered with th LLC	e Nevada Secretar	y of State's Office as a:
16	. a. Is the Contractor Name the sam Yes	e as the legal Entity	y Name?
17	. a. Does the contractor have a curr Yes	ent Nevada State B	Business License (SBL)?
18	. a. Is the legal entity active and in g Yes	good standing with t	he Nevada Secretary of State's Office?
19	. Agency Field Contract Monitor:		
20	. Contract Status: Contract Approvals:		
	Approval Level	User	Signature Date
	Budget Account Approval	Ideloach	02/05/2019 14:41:25 PM
	Division Approval	ldeloach Ideloach	02/05/2019 14:41:29 PM 02/05/2019 14:41:32 PM
	Department Approval		
	Department Approval Contract Manager Approval	rmille8	02/05/2019 14:52:38 PM 02/11/2019 14:28:23 PM
	Department Approval		02/05/2019 14:52:38 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21504

1. Contract Number.	21504			
			Legal Entity Name:	MY JOURNEY HOME, INC.
Agency Name:	MSA MASTER SER AGREEMENTS	VICE	Contractor Name:	MY JOURNEY HOME, INC.
Agency Code:	MSA		Address:	255 BELL ST., SUTIE 102 C&D
Appropriation Unit:	9999 - All Categorie	es		
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89509-4764
If "No" please expl	ain: Not Applicable		Contact/Phone: Vendor No.:	Elaine Voigt 775/825-8126 T29022909
			NV Business ID:	NV20041492188
	al Year(s) will the con	•	2019-2022	
	of funds that will be υ be paid by multiple fur		ctor? Indicate the per	rcentage of each funding source if
General Fu		Fees	0.00 %	
Federal Fu		Bonds	0.00 %	
Highway Fu		X Other funding	100.00 % Variou	us Agencies
Agency Reference	#: TB165			
2. Contract start date	:			
a. Effective upon I Examiner's app		or b. other effective of	date: NA	
Anticipated B	OE meeting date	03/2019		
Retroactive?	No			
If "Yes", please exp	olain			
Not Applicable				
3. Termination Date:	06/30/2022			
Contract term:	3 years and 2	I21 days		
4. Type of contract:	MSA			
Contract descriptio	n: Job Develop	ment		
5. Purpose of contract	t:			
This is a new con	tract to provide job	development and job	training services s	statewide.
6. NEW CONTRACT				
The maximum amo	ount of the contract fo	r the term of the contra	act is: \$250,000.00	
Other basis for pay	ment: As invoiced by	Contractor and paid p	ursuant to an approv	ved work order with a State agency.
JUSTIFICATION				
7. What conditions re	quire that this work be	e done?		
		I to perform these serv	vices.	
8. Explain why State	employees in your ag	ency or other State ag	encies are not able t	to do this work:
		e provided by specially		
9. Were quotes or pro	posals solicited?		No	
	n (RFP) done by the F	Purchasing	Yes	
	f vendors that were s	olicited to submit prop	osals (include at leas	st three):
	•• • • • • • •			
b. Soliciation Waive				
c. why was this co	ntractor chosen in pre	elerence to other?		

d. Last bid date:	05/30/2018	Anticipated re-bid date:	05/15/2026
10. Does the contract	contain any IT componen	nts? No	
	TION		
11. Is there an Indirect	Cost Rate or Percentage	e Paid to the Contractor?	
	s", please provide the Inc	direct Cost Rate or Perce	ntage Paid to the Contractor
Not Applicable			
employee of the St	a current employee of th ate of Nevada?	e State of Nevada or will	the contracted services be performed by a current
Νο			
performed by some	tor formerly employed by eone formerly employed b	[,] the State of Nevada with by the State of Nevada w	nin the last 24 months or will the contracted services be ithin the last 24 months?
Νο			
c. Is the contractor	employed by any of Nev	ada's political subdivisior	is or by any other government?
No If "Ye	s", please explain		
Not Applicable			
13. Has the contractor	ever been engaged unde	er contract by any State a	agency?
No If "Ye		which agency and indicat	e if the quality of service provided to the identified
Not Applicable			
14. Is the contractor cu	urrently involved in litigation	on with the State of Neva	da?
			supporting approval of the contract:
Not Applicable			
	egistered with the Nevada tion	a Secretary of State's Off	ice as a:
	r Name the same as the l	legal Entity Name?	
Yes 17. Not Applicable			
		dia a with the Neverde Co	anton of Ototolo Office 0
Yes	y active and in good stan	aing with the Nevada Sec	cretary of State's Office?
19. Agency Field Cont	ract Monitor:		
20. Contract Status: Contract Approvals			
Approval Leve		Sian	ature Date
Budget Accour		•	1/2019 13:33:14 PM
	i ite and		

Appioval Level	0361	Signature Date
Budget Account Approval	jthom17	01/31/2019 13:33:14 PM
Division Approval	jthom17	01/31/2019 13:33:16 PM
Department Approval	jthom17	01/31/2019 13:33:19 PM
Contract Manager Approval	rvradenb	02/01/2019 08:56:08 AM
Budget Analyst Approval	aurruty	02/08/2019 14:28:51 PM
BOE Agenda Approval	lfree1	02/11/2019 10:18:54 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21470

	214/0			
			Legal Entity Name:	Nichole Sheldon
Agency Name:	MSA MASTER SE AGREEMENTS	ERVICE	Contractor Name:	Nichole Sheldon
Agency Code:	MSA		Address:	7582 Las Vegas Blvd. Suite 574
Appropriation Unit	9999 - All Catego	ries		-
Is budget authority available?:	Yes		City/State/Zip	Las Vegas , NV 89123
If "No" please expl	ain: Not Applicable		Contact/Phone: Vendor No.:	Nichole Sheldon 702-808-2474
			NV Business ID:	NV20181758061
To what State Fisc	al Year(s) will the c	ontract be charged?	2019-2022	
What is the source	()	e used to pay the conti	ractor? Indicate the pe	rcentage of each funding source if
General Fu		Fees	0.00 %	
Federal Fu	nds 0.00 %	Bonds	0.00 %	
Highway F	unds 0.00 %	X Other fundin	g 100.00 % Vario	us Agencies
Agency Reference	#: RM107		-	-
2. Contract start date	:			
a. Effective upon Examiner's app	Board of Yes	or b. other effective	e date: NA	
	OE meeting date	03/2019		
Retroactive?	No			
If "Yes", please ex				
Not Applicable				
3. Termination Date:	06/30/2022			
Contract term:	3 years and			
4. Type of contract:	MSA			
Contract description	-	ovider		
5. Purpose of contract				
		idiology services sta	tewide	
L				
6. NEW CONTRACT		for the term of the een	tract ic: \$200,000,00	
		for the term of the con		proved work order with a State agency.
	inent. As involced i		paid puisuant to an ap	proved work order with a State agency.
JUSTIFICATION				
7. What conditions re	quire that this work	be done?		
The agency does r	not have the person	nel to perform these se	ervices.	
8. Explain why State	employees in your	agency or other State	agencies are not able	to do this work:_
		be provided by specia		
9. Were quotes or pro	oposals solicited?		No	
	n (RFP) done by the	e Purchasing	Yes	
a. List the names o	of vendors that were	e solicited to submit pro	oposals (include at lea	st three):
	er: Not Applicable	reference to other?		
c. why was this co	mulacion chosen in p	preference to other?		

d. Last bid date: 03/30/2	018 Anticipated	re-bid date: 0	5/15/2026
10. Does the contract contain any I	T components?	No	
OTHER INFORMATION			
11. Is there an Indirect Cost Rate o	r Percentage Paid to th	e Contractor?	
No If "Yes", please pr	ovide the Indirect Cost	Rate or Percenta	ge Paid to the Contractor
Not Applicable			
 a. Is the contractor a current en employee of the State of Nevac No 	ployee of the State of I a?	Nevada or will the	e contracted services be performed by a current
-			the last 24 months or will the contracted services be n the last 24 months?
c. Is the contractor employed by		cal subdivisions c	or by any other government?
No If "Yes", please ex Not Applicable	pialli		
		01-11-01-1	
13. Has the contractor ever been e No If "Yes", specify w	00	, , ,	ncy? the quality of service provided to the identified
	verified as satisfactory:	icy and indicate in	the quality of service provided to the identified
Not Applicable			
14. Is the contractor currently involve	ved in litigation with the	State of Nevada	?
•	0		pporting approval of the contract:
Not Applicable			
15. The contractor is not registered Sole Proprietor	with the Nevada Secre	tary of State's Of	fice because the legal entity is a:
16. a. Is the Contractor Name the s Yes	ame as the legal Entity	Name?	
17. a. Does the contractor have a c Yes	urrent Nevada State Bu	isiness License (SBL)?
18. Not Applicable			
19. Agency Field Contract Monitor:			
20. Contract Status: Contract Approvals:			
Approval Level	User	Signatu	
Budget Account Approval	jthom17		019 13:26:29 PM
Division Approval	jthom17		019 13:26:32 PM
Department Approval	jthom17		019 13:26:36 PM
Contract Manager Approva	l rvradenb	01/23/2	019 14:11:02 PM

Budget Analyst Approval

BOE Agenda Approval

BOE Final Approval

aurruty

Pending

lfree1

01/31/2019 09:59:08 AM

02/05/2019 15:38:21 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21524

						Legal Entity Name:	PUBLIC CONSULTING GROUP, INC.
			MASTER SE EMENTS	RVICE			PUBLIC CONSULTING GROUP, INC.
	Agency Code:	MSA				Address:	770 E. WARM SPRINGS ROAD
	Appropriation Unit:	9999 -	All Catego	ies			
	Is budget authority available?:		Yes			City/State/Zip	LAS VEGAS, NV 89119
	If "No" please expla	ain: No	t Applicable			Contact/Phone: Vendor No.: NV Business ID:	JOHN BLOWERS 916/565-8090 T32000898 NV20021466314
	To what State Fisca	al Year	(s) will the co	ontract l	be charged?	2019-2023	
	What is the source of the contractor will be	of fund e paid	s that will be by multiple f	used to unding	o pay the contra- sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %		Fees	0.00 %	
	Federal Fun	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %	Х	Other funding	100.00 % Variou	us Agencies
2.	Contract start date:						
	a. Effective upon B Examiner's appr	Board o 'oval?	f No	or b	other effective	date 04/01/2019	
	Anticipated BC	DE mee	eting date	03/2	2019		
	Retroactive?		No				
	If "Yes", please exp	lain					
	Not Applicable						
3.	Termination Date:		03/31/2023				
	Contract term:		4 years				
4.	Type of contract:		MSA				
	Contract description	า:	Temporary	Medica	al		
5.	Purpose of contract	t:					
-	I		provide ter	nporar	y medical-relate	ed positions statew	ide.
6	NEW CONTRACT		•			•	
0.		unt of t	he contract f	or the t	erm of the contra	act is: \$100,000,00	0.00
						····· • • • • • • • • • • • • • • • • •	
J	USTIFICATION						
7.	What conditions req	quire th	at this work	be done	?		
	State agencies have with a temporary en	e the n nploym	eed for indiv ent company	duals v / so the	vith medical rela State is not in a	ted expertise on a te a position of being he	mporary basis. The State is contracting and to be the employer.
8.	Explain why State e	employ	<u>ees in your</u> a	gency	or other State ag	gencies are not able	to do this work:
	The State does not	provid	e temporary	employ	ee services.		
9.	Were quotes or prop	posals	solicited?			Yes	
	Was the solicitation Division?	(RFP)	done by the	Purcha	asing	Yes	
	a. List the names of	f vendo	ors that were	solicite	d to submit prop	osals (include at leas	st three):
	MHM Solutions, LL0 Jackson & Coker Staff Care, Inc.	C					
	b. Soliciation Waive	er: Not	Applicable				
	c. Why was this con	ntractor	· chosen in p	referen	ce to other?		

	Pursuant to RFP 99SWC-S433, ar	nd in accordance with NRS	333, the selected vendor was one of the highest scoring						
	proposer as determined by an inde								
	d. Last bid date: 11/28/2018								
10.	Does the contract contain any IT c	omponents?	No						
. (OTHER INFORMATION								
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Con	tractor?						
	No If "Yes", please provid	de the Indirect Cost Rate of	or Percentage Paid to the Contractor						
	Not Applicable								
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 								
		aloued by the Otate of New	and within the last 04 months or will the contracted convises he						
	performed by someone formerly er	mployed by the State of New	ada within the last 24 months or will the contracted services be evada within the last 24 months?						
	Νο								
		•	odivisions or by any other government?						
	No If "Yes", please expla	in							
	Not Applicable								
13.	Has the contractor ever been enga	iged under contract by any	/ State agency?						
	Yes If "Yes", specify wher	and for which agency and	d indicate if the quality of service provided to the identified						
	agency has been ver	ified as satisfactory:							
	Various. Satisfied.								
14.	Is the contractor currently involved	-							
	No If "Yes", please provi	de details of the litigation a	and facts supporting approval of the contract:						
	Not Applicable								
15.	The contractor is registered with th	e Nevada Secretary of Sta	ate's Office as a:						
	Foreign Corporation								
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Name	?						
17.	a. Does the contractor have a curr Yes	ent Nevada State Busines	s License (SBL)?						
18.	a. Is the legal entity active and in g Yes	lood standing with the Nev	rada Secretary of State's Office?						
19.	Agency Field Contract Monitor:								
	Contract Status:								
20.	Contract Approvals:								
	Approval Level	User	Signature Date						
	Budget Account Approval	Ideloach	02/05/2019 14:39:46 PM						
	Division Approval	ldeloach	02/05/2019 14:39:49 PM						
	Department Approval	ldeloach	02/05/2019 14:39:52 PM						
	Contract Manager Approval	rmille8	02/05/2019 14:40:53 PM						
	Budget Analyst Approval	aurruty	02/11/2019 16:57:13 PM						
	BOE Agenda Approval	lfree1	02/13/2019 13:38:20 PM						
	BOE Final Approval	Pending							

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21469

1. Contract Number.	21403					
					Legal Entity Name:	RITE OF PASSAGE ADOLESCENT TRAINING CENTERS & SCHOOLS
Agency Name:		IASTER SEI EMENTS	RVICE		Contractor Name:	RITE OF PASSAGE ADOLESCENT TRAINING CENTERS & SCHOOLS
Agency Code:	MSA				Address:	2560 BUSINESS PKWY STE B
Appropriation Unit	: 9999 -	All Categor	ies			
Is budget authority available?:	/	Yes			City/State/Zip	MINDEN, NV 89423-8961
If "No" please exp	lain: Not	Applicable			Contact/Phone: Vendor No.: NV Business ID:	Jennifer Stoops 775/392-2657 T80991487 NV19861015378
To what State Fise	al Year(s) will the co	ntract h	e charged?	2019-2022	11113001010370
	e of funds	that will be	used to	pay the contrac		rcentage of each funding source if
General F		0.00 %		Fees	0.00 %	
Federal Fu		0.00 %		Bonds	0.00 %	
Highway F	unds	0.00 %	Х	Other funding	100.00 % Vario	us Agencies
Agency Reference		RM167		g		U
2. Contract start date						
a. Effective upon Examiner's app	Board of	Yes	or b.	other effective of	date: NA	
Anticipated E		ting date	03/2	019		
Retroactive?		No				
If "Yes", please ex	plain					
Not Applicable						
3. Termination Date:		06/30/2022				
Contract term:	;	3 years and	121 da	iys		
4. Type of contract:		MSA		-		
Contract description		NonMedical	Provid	ler		
5. Purpose of contra						
		provide add	olescer	nt development	services statewide	2.
6. NEW CONTRACT						
		ne contract fo	or the te	erm of the contra	act is: \$800,000.00	
					. ,	proved work order with a State agency.
JUSTIFICATION	-					
7. What conditions re	equire that	at this work b	e done	?		
The agency does					vices.	
8. Explain why State	emplove	es in vour a	gencv o	or other State ad	encies are not able	to do this work:
					rtrained individuals.	
9. Were quotes or pr	oposals s	solicited?			No	
Was the solicitatio Division?	•		Purcha	sing	Yes	
a. List the names	of vendo	s that were	solicite	d to submit prop	osals (include at lea	st three):
b. Soliciation Waiv						
c. Why was this co	ontractor	chosen in pr	eteren	ce to other?		

	d. Last bid date:	05/03/2018	Anticipated re	e-bid date:	05/15/2026
0.	Does the contract cont	tain any IT compo	onents?	No	
0	THER INFORMATIC	ON			
1.	Is there an Indirect Co	st Rate or Percer	ntage Paid to the (Contractor?	
_	No If "Yes", p	please provide th	e Indirect Cost Ra	ate or Percer	ntage Paid to the Contractor
	Not Applicable				
12.	employee of the State	urrent employee of Nevada?	of the State of Ne	vada or will	the contracted services be performed by a current
	Νο				
	b. Was the contractor f performed by someone No	formerly employe a formerly employ	d by the State of I /ed by the State o	Nevada with f Nevada wi	in the last 24 months or will the contracted services be thin the last 24 months?
	c. Is the contractor em	ployed by any of	Nevada's political	l subdivision	s or by any other government?
_	No If "Yes", p	please explain			
	Not Applicable				
13.	Has the contractor eve	er been engaged	under contract by	any State a	gency?
		specify when and as been verified a		and indicat	e if the quality of service provided to the identified
	Not Applicable				
14.	Is the contractor currer	ntly involved in lit	igation with the St	ate of Neva	da?
	No If "Yes", p	please provide de	tails of the litigation	on and facts	supporting approval of the contract:
	Not Applicable				
	The contractor is regis Non-profit Corporation		vada Secretary of	f State's Offi	ce as a:
16.	a. Is the Contractor Na Yes	ame the same as	the legal Entity Na	ame?	
17.	Not Applicable				
18.	a. Is the legal entity ac Yes	tive and in good a	standing with the	Nevada Sec	cretary of State's Office?
19.	Agency Field Contract	Monitor:			
	Contract Status: Contract Approvals:				
	Approval Level		ser	-	ature Date 2/2019 13:25:27 PM
	Budget Account A	udioval Ith	nom17	01/22	

	0001	Oignatare Date
Budget Account Approval	jthom17	01/22/2019 13:25:27 PM
Division Approval	jthom17	01/22/2019 13:25:31 PM
Department Approval	jthom17	01/22/2019 13:25:37 PM
Contract Manager Approval	rvradenb	01/23/2019 14:10:31 PM
Budget Analyst Approval	aurruty	01/31/2019 09:29:13 AM
BOE Agenda Approval	lfree1	01/31/2019 11:06:23 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

1 0	RIPTION OF	CONTR	RACT				
I. CON	tract Number:	19108				Amendment Number:	1
						Legal Entity Name:	STRATEGIC PROGRESS, LLC
Ager	ncy Name:		MASTER SE	RVICE		Contractor Name:	STRATEGIC PROGRESS, LLC
Ager	ncy Code:	MSA				Address:	1697 Crescent Pointe Court
Аррі	ropriation Unit:	9999 -	All Categor	ies			
	udget authority lable?:		Yes			City/State/Zip	RENO, NV 89523
If "N	o" please expla	ain: Not	t Applicable			Contact/Phone:	Cynthia Ortiz Gustafson 702/241-8033
						Vendor No.:	T27029824A
						NV Business ID:	NV20051774907
То м	hat State Fisc	al Year	s) will the co	ntract b	e charged?	2018-2022	
Wha the c	it is the source contractor will b	of funds be paid b	s that will be by multiple fu	used to unding s	pay the contraction pay th	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	inds	0.00 %		Fees	0.00 %	
	Federal Fu	nds	0.00 %		Bonds	0.00 %	
	Highway Fu		0.00 %	Х	Other funding	100.00 % Vario	us Agencies
Ager	ncy Reference	#:	3435GB				
2. Con [,]	tract start date	:					
a. E E	ffective upon I xaminer's app	oroval?			other effective of	date 11/01/2017	,
	Anticipated B	OE mee	ting date	03/2	019		
	oactive? es", please exp	plain	No				
Not							
	Applicable						
3. Prev	Applicable viously Approve nination Date:	ed	10/31/2021				
3. Prev Tern	viously Approve		10/31/2021 4 years				
3. Prev Tern Cont	viously Approvenination Date: tract term:		4 years				
3. Prev Tern Cont 4. Type	viously Approvenination Date: tract term: e of contract:	•	4 years MSA	nt Man	age		
 Prev Tern Cont 4. Type Cont 	viously Approven nination Date: tract term: e of contract: tract descriptio	n:	4 years	nt Man	age		
3. Prev Tern Cont 4. Type Cont 5. Purp	viously Approvenination Date: tract term: e of contract: tract descriptio	on:	4 years MSA Federal Gra		-		
 Prev Tern Conf Type Conf Furp Purp This gran 	viously Approvenination Date: tract term: e of contract: tract descriptio pose of contrac s is the first ar	on: bt: nendme ndment	4 years MSA Federal Gra ent to the co	ontract	to provide grar	nt management and a from \$200,000 to \$	I development services for federal \$550,000 to allow for anticipated
 Prev Tern Cont Type Cont Purp Purp Inis gran increase 	viously Approvenination Date: tract term: e of contract: tract descriptio <u>pose of contract</u> is the first ar hts. This ame eased spendin	on: ct: nendme ndment ng.	4 years MSA Federal Gra ent to the co increases t	ontract	to provide grar	nt management and 1 from \$200,000 to \$	I development services for federal 5550,000 to allow for anticipated
 Prev Tern Cont Type Cont Purp Purp Inis gran increase 	viously Approvenination Date: tract term: e of contract: tract descriptio pose of contrac is the first are ints. This ame	on: ct: nendme ndment ng.	4 years MSA Federal Gra ent to the co increases t	ontract	to provide grar tract maximum	1 from \$200,000 to \$	550,000 to allow for anticipated
 Prev Tern Cont Type Cont Purp Purp Inis gran increase 	viously Approvenination Date: tract term: e of contract: tract descriptio <u>pose of contrac</u> is the first ar hts. This ame eased spendin	on: t: nendme ndment ng. NDMEN	4 years MSA Federal Gra ent to the co increases t	ontract	to provide grar	1 from \$200,000 to \$	um \$ Action Accum \$ Agenda
 Prev Tern Cont Type Cont Purp Purp This gran incre CON 	viously Approvenination Date: tract term: e of contract: tract descriptio pose of contrac is the first an eased spendin NTRACT AMEN The max an	on: <u> bt:</u> nendment ndment ng. NDMEN ⁻ nount of	4 years MSA Federal Gra ent to the co increases to T the original	ontract	to provide grar tract maximum Trans S	\$ Info Acc 2000,000 to \$ 1000 to \$ 200,000	um \$ Action Accum \$ Agenda 00.00 \$200,000.00 Yes - Action
 Prev Tern Cont Type Cont Purp This gran incre CON CON 	viously Approvenination Date: tract term: e of contract: tract descriptio <u>pose of contract</u> is the first an is. This ame eased spendin UTRACT AMEN The max an contract: Amount of c	on: mendment ndment ng. NDMEN ⁻ nount of current a	4 years MSA Federal Gra ent to the co increases to T the original imendment	ontract	to provide grar tract maximum Trans \$ \$200,000.00	1 from \$200,000 to \$ 5 Info Acc 5 \$200,00 5 \$200,00 5 \$350,00	um \$ Action Accum \$ Agenda 00.00 \$200,000.00 Yes - Action
 Prev Tern Cont Type Cont Purp This gran incre CON CON 1. 2. 3. 	viously Approvenination Date: tract term: e of contract: tract description <u>pose of contract</u> is the first an eased spendin NTRACT AMEN The max an contract: Amount of c (#1): New maxim	on: mendment ndment ng. NDMEN ⁻ nount of current a	4 years MSA Federal Gra ent to the co increases to T the original imendment	ontract	to provide grar tract maximum Trans \$ \$200,000.00 \$350,000.00	1 from \$200,000 to \$ 5 Info Acc 5 \$200,00 5 \$200,00 5 \$350,00	um \$ Action Accum \$ Agenda 00.00 \$200,000.00 Yes - Actio

- - 7. What conditions require that this work be done? Federal grants require management and development to be effective
 - 8. Explain why State employees in your agency or other State agencies are not able to do this work: This is a specialized service that requires a contractor.

9	. Were quotes or proposals solicited	?	Yes
	Was the solicitation (RFP) done by Division?	the Purchasing	Yes
	a. List the names of vendors that w	vere solicited to submit pro	posals (include at least three):
	Gary Bess Oliver Wyman eCivis		
	b. Soliciation Waiver: Not Applica c. Why was this contractor chosen		
	This vendor scored the necessary	•	e a contract.
	d. Last bid date: 04/03/2017		
10	. Does the contract contain any IT c	omponents?	No
III. (OTHER INFORMATION		
11	. Is there an Indirect Cost Rate or Pe	ercentage Paid to the Cont	ractor?
	No If "Yes", please provid	de the Indirect Cost Rate o	r Percentage Paid to the Contractor
	Not Applicable		
12	. a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Nevad	a or will the contracted services be performed by a current
	 b. Was the contractor formerly emp performed by someone formerly er No 	bloyed by the State of Neva nployed by the State of Ne	ada within the last 24 months or will the contracted services be wada within the last 24 months?
	c. Is the contractor employed by ar No If "Yes", please expla	•	divisions or by any other government?
	Not Applicable		
12	. Has the contractor ever been enga	and under contract by any	State agency?
13		and for which agency and	I indicate if the quality of service provided to the identified
	Office of Grant Procurement - Serv	vice is satisfactory	
14	. Is the contractor currently involved	in litigation with the State	of Nevada?
	-	-	nd facts supporting approval of the contract:
	Not Applicable		
15	. The contractor is registered with th	e Nevada Secretary of Sta	te's Office as a:
16	. a. Is the Contractor Name the sam	e as the legal Entity Name	?
	Yes		
17	. a. Does the contractor have a curre Yes	ent Nevada State Business	s License (SBL)?
18	. a. Is the legal entity active and in g Yes	ood standing with the Nev	ada Secretary of State's Office?
19	. Agency Field Contract Monitor:		
20	. Contract Status:		
20	Contract Approvals:		
	Approval Level	User	Signature Date
	Budget Account Approval	mstewa10	02/11/2019 15:08:51 PM
	Division Approval	mstewa10	02/11/2019 15:08:54 PM
	Department Approval	mstewa10	02/11/2019 15:08:57 PM
	Contract Manager Approval	mstewa10	02/11/2019 15:09:00 PM
	Budget Analyst Approval	aurruty	02/13/2019 10:32:34 AM
	BOE Agenda Approval	lfree1	02/13/2019 13:17:02 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21503

	act number.	21303				
					Legal Entity Name:	Sierra Serenity Providers
Agenc	y Name:	MSA MASTER S	ERVICE		Contractor Name:	Sierra Serenity Providers
Agenc	y Code:	MSA			Address:	515 E. Gault Way
-	•	9999 - All Categ	ories			
	get authority	Yes			City/State/Zip	Sparks , NV 89431
lf "No"	please expla	ain: Not Applicab	е		Contact/Phone:	Trena Anderson 775-432-1035
					Vendor No.:	T29041685
					NV Business ID:	NV20171232466
To wh	at State Fisca	al Year(s) will the	contract b	be charged?	2019-2022	
What i the co	is the source ntractor will b	of funds that will e paid by multiple	be used to funding	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %		Fees	0.00 %	
	Federal Fur	nds 0.00 %		Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Х	Other funding	100.00 % Variou	us Agencies
Agenc	y Reference	#: RM167				
2. Contra	act start date:					
a. Eff	ective upon E aminer's appl		s or b	other effective of	date: NA	
		DE meeting date	03/2	2019		
Retroa	active?	No				
If "Yes	s", please exp	lain				
Not A	pplicable					
3. Termiı	nation Date:	06/30/202	2			
Contra	act term:	3 years a	nd 121 da	ays		
4 Type (of contract:	MSA		-		
	act descriptio	_	al Provi	der		
	se of contrac					
		ract to provide l	ehaviora	l health service	es statewide.	
-	CONTRACT					
		unt of the contra	t for the t	erm of the contro	act is: \$300,000.00	
						proved work order with a State agency.
Oulei	basis iui pay			onitación anu pa	ing pursuant to an ap	proved work order with a State ageney.
JUSTIF	ICATION					
7. What	conditions rea	quire that this wor	k be done	?		
The ag	gency does n	ot have the perso	nnel to pe	erform these serv	vices.	
8. Explai	n why State e	employees in you	agency	or other State ag	encies are not able t	to do this work:
					v trained individuals.	
		posals solicited?			No	
	he solicitation	(RFP) done by t	e Purcha	ising	Yes	
		f vendors that we	e solicite	d to submit prop	osals (include at leas	st three):
b. Soli	ciation Waive	er: Not Applicabl	•			
c. Why	y was this cor	ntractor chosen ir	preferen	ce to other?		

	•	re-bid date:	05/15/2026
10. Does the contract contain any IT	components?	No	
OTHER INFORMATION			
11. Is there an Indirect Cost Rate or F	•		
	ide the Indirect Cost I	Rate or Percer	ntage Paid to the Contractor
Not Applicable			
 a. Is the contractor a current emp employee of the State of Nevada: No 	loyee of the State of N	Nevada or will	the contracted services be performed by a current
 b. Was the contractor formerly emperformed by someone formerly environment of No 	ployed by the State c mployed by the State	of Nevada with of Nevada wi	in the last 24 months or will the contracted services be thin the last 24 months?
c. Is the contractor employed by a No If "Yes", please expl	•	al subdivision	s or by any other government?
Not Applicable			
13. Has the contractor ever been eng	aged under contract l	by any State a	gency?
No If "Yes", specify whe agency has been ve	•		e if the quality of service provided to the identified
Not Applicable			
14. Is the contractor currently involved	d in litigation with the	State of Neva	da?
	ide details of the litigation	ation and facts	supporting approval of the contract:
Not Applicable			
 The contractor is registered with t LLC 	he Nevada Secretary	of State's Offi	ce as a:
16. a. Is the Contractor Name the sar	ne as the legal Entity	Name?	
Yes			
Yes	rent Nevada State Bu	siness Licens	e (SBL)?
Yes 17. a. Does the contractor have a cur Yes			
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes			
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor:			
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in			
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor: 20. Contract Status:		e Nevada Sec	
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals:	good standing with th	e Nevada Sec Signa	eretary of State's Office?
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	good standing with th User jthom17 jthom17	e Nevada Sec Signa 01/31 01/31	ature Date 1/2019 13:38:51 PM 1/2019 13:38:54 PM
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	good standing with th User jthom17 jthom17 jthom17	e Nevada Sec Signa 01/31 01/31 01/31	ature Date 1/2019 13:38:51 PM 1/2019 13:38:54 PM 1/2019 13:38:57 PM
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval	good standing with th User jthom17 jthom17 jthom17 rvradenb	e Nevada Sec Signa 01/31 01/31 01/31 02/01	eretary of State's Office? ature Date 1/2019 13:38:51 PM 1/2019 13:38:54 PM 1/2019 13:38:57 PM 1/2019 08:56:19 AM
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval Budget Analyst Approval	good standing with th User jthom17 jthom17 jthom17 rvradenb aurruty	e Nevada Sec Signa 01/31 01/31 01/31 02/01 02/01	ature Date 1/2019 13:38:51 PM 1/2019 13:38:54 PM 1/2019 13:38:57 PM 1/2019 08:56:19 AM 1/2019 13:37:16 PM
Yes 17. a. Does the contractor have a cur Yes 18. a. Is the legal entity active and in Yes 19. Agency Field Contract Monitor: 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval	good standing with th User jthom17 jthom17 jthom17 rvradenb	e Nevada Sec Signa 01/31 01/31 01/31 02/01 02/01	eretary of State's Office? ature Date 1/2019 13:38:51 PM 1/2019 13:38:54 PM 1/2019 13:38:57 PM 1/2019 08:56:19 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21444

Т.	Contract Number:	Z1444	÷				
						Legal Entity Name:	TAHOE HOUSE FAMILY SERVICES, LLC
	Agency Name:		MASTER SE EEMENTS	RVICE		Contractor Name:	TAHOE HOUSE FAMILY SERVICES, LLC
	Agency Code:	MSA				Address:	650 HILLCREST DR
	Appropriation Unit:	9999	- All Catego	ries			
	Is budget authority available?:		Yes			City/State/Zip	RENO, NV 89509-3655
	If "No" please expla	ain: No	ot Applicable			Contact/Phone: Vendor No.:	Wade Skipper 775/378-6722 T32006531
						NV Business ID:	NV20141690880
	To what State Fisca		. ,		-	2019-2022	
	the contractor will b	e paid	by multiple f	used to unding s	pay the contrac sources.		rcentage of each funding source if
	General Fur		0.00 %		Fees	0.00 %	
	Federal Fur		0.00 %		Bonds	0.00 %	
	Highway Fu		0.00 %	Х	Other funding	100.00 % Variou	us Agencies
	Agency Reference	#:	RM167				
2.	Contract start date:						
	a. Effective upon B Examiner's appr	Board o roval?	of Yes	or b.	other effective of	date: NA	
	Anticipated BC	DE me	eting date	03/2	019		
	Retroactive?		No				
	If "Yes", please exp	lain					
	Not Applicable						
3.	Termination Date:		06/30/2022				
	Contract term:		3 years and	l 121 da	ys		
4	Type of contract:		MSA		-		
	Contract description	า:	NonMedica	l Provic	ler		
5.	Purpose of contract	t:					
	This is a new cont		o provide gr	oup hor	ne services sta	tewide.	
6	NEW CONTRACT						
0.		unt of	the contract	for the te	erm of the contra	act is: \$250,000.00	
						· ·	proved work order with a State agency.
J	USTIFICATION			,			
	What conditions rec	nuiro H	nat this work	he done	2		
1.	The agency does not					rices.	
8.	Explain why State e	employ	<u>vees in your a</u>	igency c	or other State ag	encies are not able t	to do this work:
	This is a specialized	d servi	ce that must	be prov	ided by specially	r trained individuals.	
9	Were quotes or pro	posals	solicited?			No	
0.	Was the solicitation Division?	•		Purcha	sing	Yes	
		<u>f ve</u> nde	ors that were	solicited	d to submit prop	osals (include at leas	st three):
	b. Soliciation Waive	er: Not	Applicable				
	c. Why was this cor	ntracto	r chosen in p	referenc	ce to other?		

	id date: 05/03/201	•	re-bid date:	05/15/2026	
10. Does the	e contract contain any IT c	components?	No		
OTHER I	NFORMATION				
11. Is there a	an Indirect Cost Rate or P	ercentage Paid to the	e Contractor?		
No		de the Indirect Cost F	Rate or Perce	ntage Paid to the Contra	actor
Not Appl					
12. a. Is the employe No	contractor a current emple e of the State of Nevada?	oyee of the State of N	levada or will	the contracted services	be performed by a current
b. Was tl	he contractor formerly em ed by someone formerly e	ployed by the State o mployed by the State	f Nevada with of Nevada w	in the last 24 months or thin the last 24 months?	r will the contracted services be ?
c. Is the	contractor employed by a	ny of Nevada's politic	al subdivisior	s or by any other gover	nment?
No	lf "Yes", please expla	ain			
Not Appl	icable				
13. Has the	contractor ever been enga	aged under contract b	y any State a	gency?	
No	agency has been ver		cy and indicat	e if the quality of service	e provided to the identified
Not Appl	icable				
14. Is the co	ntractor currently involved	-		da?	
No	If "Vac" place provi	de detelle efthe litige			
		de details of the litiga	tion and facts	supporting approval of	f the contract:
Not Appl	icable				f the contract:
Not Appl					f the contract:
Not Appl 15. The cont LLC	icable	ne Nevada Secretary	of State's Off		f the contract:
Not Appl 15. The cont LLC 16. a. Is the Yes	icable ractor is registered with th	ne Nevada Secretary ne as the legal Entity I	of State's Off Name?	ce as a:	f the contract:
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes	icable tractor is registered with th Contractor Name the sam	ne Nevada Secretary ne as the legal Entity l rent Nevada State Bus	of State's Off Name? siness Licens	ce as a: e (SBL)?	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes	icable tractor is registered with th Contractor Name the sam the contractor have a curr	ne Nevada Secretary ne as the legal Entity l rent Nevada State Bus	of State's Off Name? siness Licens	ce as a: e (SBL)?	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I	icable tractor is registered with th Contractor Name the sam the contractor have a curr legal entity active and in g Field Contract Monitor:	ne Nevada Secretary ne as the legal Entity l rent Nevada State Bus	of State's Off Name? siness Licens	ce as a: e (SBL)?	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract	icable tractor is registered with th Contractor Name the sam the contractor have a curr legal entity active and in g Field Contract Monitor:	ne Nevada Secretary ne as the legal Entity l rent Nevada State Bus	of State's Off Name? siness Licens	ce as a: e (SBL)?	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract Contract Appr	icable tractor is registered with th Contractor Name the sam the contractor have a curr legal entity active and in g Field Contract Monitor: Status: Approvals: roval Level	ne Nevada Secretary ne as the legal Entity I rent Nevada State Bu good standing with the User	of State's Off Name? siness Licens e Nevada Sec Sign:	ce as a: e (SBL)? retary of State's Office? ature Date	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract Appr Budg	icable tractor is registered with th Contractor Name the sam the contractor have a curr legal entity active and in g Field Contract Monitor: Status: Approvals: roval Level get Account Approval	ne Nevada Secretary ne as the legal Entity I rent Nevada State Bu good standing with the User mstewa10	of State's Off Name? siness Licens e Nevada Sec Sign: 01/1	ce as a: e (SBL)? rretary of State's Office? ature Date 1/2019 08:26:40 AM	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract Contract Appr Budg Divis	icable tractor is registered with th Contractor Name the sam the contractor have a curr legal entity active and in g Field Contract Monitor: Status: Approvals: roval Level get Account Approval tion Approval	ne Nevada Secretary ne as the legal Entity I rent Nevada State Bus good standing with the User mstewa10 mstewa10	of State's Off Name? siness Licens e Nevada Sec Sign: 01/1 01/1	ce as a: e (SBL)? retary of State's Office? ature Date 1/2019 08:26:40 AM	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract Appr Budg Divis Depa	icable tractor is registered with the Contractor Name the same the contractor have a curr legal entity active and in g Field Contract Monitor: Status: Approvals: roval Level get Account Approval sion Approval artment Approval	ne Nevada Secretary ne as the legal Entity I rent Nevada State Bus good standing with the User mstewa10 mstewa10 mstewa10 mstewa10	of State's Off Name? siness Licens e Nevada Sec Sign: 01/1 01/1	ce as a: e (SBL)? eretary of State's Office? dure Date 1/2019 08:26:40 AM 1/2019 08:26:42 AM	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract Contract Appr Budg Divis Depa Cont	icable tractor is registered with the Contractor Name the same the contractor have a curre legal entity active and in ge Field Contract Monitor: Status: Approvals: roval Level get Account Approval sion Approval artment Approval artment Approval	ne Nevada Secretary ne as the legal Entity I rent Nevada State Bus good standing with the User mstewa10 mstewa10 mstewa10 mstewa10 mstewa10	of State's Off Name? siness Licens e Nevada Sec 01/1 01/1 01/1 01/1	ce as a: e (SBL)? retary of State's Office? //2019 08:26:40 AM //2019 08:26:42 AM //2019 08:26:44 AM	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract Contract Appr Budg Divis Depa Cont	icable tractor is registered with th Contractor Name the sam the contractor have a curr legal entity active and in g Field Contract Monitor: Status: Approvals: roval Level get Account Approval stion Approval artment Approval artment Approval get Analyst Approval	ne Nevada Secretary ne as the legal Entity I rent Nevada State Bus good standing with the User mstewa10 mstewa10 mstewa10 aurruty	of State's Off Name? siness Licens e Nevada Sec 01/1 01/1 01/1 01/1 01/1	ce as a: e (SBL)? retary of State's Office? //2019 08:26:40 AM //2019 08:26:42 AM //2019 08:26:44 AM //2019 08:26:46 AM	
Not Appl 15. The cont LLC 16. a. Is the Yes 17. a. Does Yes 18. a. Is the Yes 19. Agency I 20. Contract Contract Appr Budg Divis Depa Cont Budg BOE	icable tractor is registered with the Contractor Name the same the contractor have a curre legal entity active and in ge Field Contract Monitor: Status: Approvals: roval Level get Account Approval sion Approval artment Approval artment Approval	ne Nevada Secretary ne as the legal Entity I rent Nevada State Bus good standing with the User mstewa10 mstewa10 mstewa10 mstewa10 mstewa10	of State's Off Name? siness Licens e Nevada Sec 01/1 01/1 01/1 01/1 01/1	ce as a: e (SBL)? retary of State's Office? //2019 08:26:40 AM //2019 08:26:42 AM //2019 08:26:44 AM	

						EXCEPTIONS				
BOE	DEDT "					FOR				
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS				
						AND/OR EMPLOYEES				
					<u> </u>					
		GOVERNOR'S OFFICE - GOVERNOR'S	MARK STEVENS	GENERAL	\$24,750)				
	015	OFFICE OF FINANCE -								
		SPECIAL								
1.		APPROPRIATIONS								
	0		o provide assistant the (Office of the Governor	with policies	, procedures and				
	Contract	guidance through the 20 ⁴	19 Legislation Session.							
	Description	Term of Contract:	01/07/2019 - 06/30/2019	Contract # 21498						
		ATTORNEY	BECKER GALLAGHER	GENERAL	\$40,000)				
	030		LEGAL							
	030	ADMINISTRATIVE								
2.		BUDGET ACCOUNT								
	Contract		provide ongoing services	s to format and file lega	al proceeding	s in the Supreme				
	Description	Court of the United State	s. 02/01/2019 - 01/31/2023	Contract # 01400						
			ENVISION LEGAL	OTHER: TORT	\$10.62/	Exempt				
	030		SOLUTIONS LLC	FUNDS	\$10,034	FEXempt				
	0.00	TORT CLAIMS FUND								
3.	_	This is a new contract to provide legal services and assistance with preparation for the evidentiary hearing								
	Contract	for case No. A-18-77731	2-B Alvogen v. State of Ne			raonial y nounig				
	Description	Term of Contract:	09/01/2018 - 09/30/2018							
		DEPARTMENT OF	ARTISTIC FENCE	OTHER: BUILDING &	\$25,000	Exempt				
		ADMINISTRATION -	COMPANY, INC.	GROUNDS -						
	082	STATE PUBLIC		BUILDING RENT						
		WORKS - BUILDINGS		INCOME REVENUE						
4.		AND GROUNDS								
	Contract		ent to the original contra							
	Contract	additional services.	idment increases the ma	ximum from \$24,999 to	5 \$49,999 au	e to the need for				
	Description	Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17469						
		DEPARTMENT OF	DAVIS GLASS	OTHER: BUILDING &	\$30,000)				
		ADMINISTRATION -	AND MIRROR	GROUNDS -	\$00,000					
	082	STATE PUBLIC		BUILDING RENT						
F		WORKS - BUILDINGS		INCOME REVENUE						
5.		AND GROUNDS								
	Contract		provide glass and mirror	repair services for state	e-owned build	dings in southern				
	Description	Nevada.								
	Decemption	Term of Contract:	05/01/2019 - 05/01/2023		• ·					
		DEPARTMENT OF		OTHER: BUILDING &	\$45,000)				
	000	ADMINISTRATION -	SOLUTIONS, LLC	GROUNDS -						
	082	STATE PUBLIC WORKS - BUILDINGS		BUILDING RENT						
6.		AND GROUNDS								
			provide excavation equipm	nent for non-destructive	excavation of	ther underground				
	Contract	services and waste mana			chouradon, c					
	Description	Term of Contract:	02/15/2019 - 01/31/2023	Contract # 21518						
L										

Board of Examiners' Meeting March 12, 2019 Agenda Item 14

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.		DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	PCNA CONSULTING GROUP, INC.	BONDS 78% OTHER 22%	\$34,000	Professional Service
	Contract	Building (College of Sou services for the construct	orovide commissioning, su thern Nevada) project in ion documents: CIP Proje 02/15/2019 - 06/30/2021	cluding third party code ect No. 17-P07; SPWD	and access	sibility plan check
	082	DEPARTMENT OF	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.	BONDS	\$30,300	Professional Service
8.	Contract Description: 082	This is the first amendme services for the north Las through contract adminis services through the cons	ent to the original contract Vegas National Guard Re tration documents and bi- struction phase of the proj- ses the maximum amoun vices for the project.	adiness Center project, dding services, as well ect: CIP Project: 17-C05	to include de as construct 5; SPWD Cor	sign development ion administration htract No. 111356.
		Term of Contract:	10/10/2017 - 06/30/2021 HERSHENOW &	Contract # 19160 BONDS	\$11 750	Professional
9.		ADMINISTRATION -	KLIPPENSTEIN ARCHITECTS, INC.	2020	.	Service
3.	Contract	required to complete bid o	amendment to the services for the Stewart Ir documents and construction ses the maximum amount ation. 10/10/2017 - 06/30/2021	ndian School Cultural an on administration: CIP P from \$108,650 to \$120,	roject 17-C08	Center CIP project 3; SPWD Contract

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
			PURCELL ELECTRICAL		. ,	Professional
	082	ADMINISTRATION - STATE PUBLIC WORKS	PROFESSIONAL CORPORATION	100% AGENCY FUNDED CIP		Service
10.	Contract Description:	National Guard in Reno to mount occupancy senso Contract No. 112388.	b provide professional are c include the retrofit of the prs with relays, and prov	existing fixtures with LE ide day lighting contro	D Light Sou	rces, install ceiling
		Term of Contract:	02/04/2019 - 06/30/2023		# 40,000	Destaurieurel
	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS	WOOD RODGERS, INC.	OTHER: 100% AGENCY FUNDED CIP		Professional Service
11.	Contract Description:	fence installation at the H approximately 5,700 line	provide professional archi arry Reid Training Center ar feet of perimeter secu 06; Contract No. 112338. 02/04/2019 - 06/30/2022	in Reno. Services to de rity fence and access r	esign and co	nstruct will include
	300	DEPARTMENT OF EDUCATION - SAFE AND RESPECTFUL LEARNING	CHANGE MATRIX, LLC		\$25,000	
12.			provide comprehensive	training and technical a	assistance i	ncluding review of
	Contract	strategic plans and meas	surement of progress, foc Project AWARE grant prog	using on overall objectiv		
		Term of Contract:	02/04/2019 - 09/29/2019	Contract # 21440		
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	COMTECH BUSINESS SYSTEMS, INC.	GENERAL	\$49,000	
	Contract Description:	existing surveillance syst	provide ongoing services t em in all buildings on cam 01/23/2019 - 12/31/2020	ipus.	dditional cam	eras and maintain

						EXCEPTIONS			
	DEPT #					FOR			
BOE		STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS			
#	DEFT#	STATE AGENCT	CONTRACTOR	FUNDING SOURCE	AWOUNT	AND/OR			
						EMPLOYEES			
		DEPARTMENT OF	CUMMINS SALES &	GENERAL	\$20,764				
		HEALTH AND HUMAN	SERVICE GENERATOR	GENERAL	\$20,764	•			
		SERVICES - PUBLIC	MAINTENANCE						
		AND BEHAVIORAL	MAINTENANCE						
	406	HEALTH - SOUTHERN							
14.		NEVADA ADULT							
		MENTAL HEALTH							
		SERVICES							
			t continues ongoing servic	e testing and maintenan	ce of campus	s wide emergency			
	Contract	generators.							
	Description:	Term of Contract:	01/30/2019 - 12/31/2020	Contract # 21194					
		DEPARTMENT OF	RELIANT ELECTRIC,	GENERAL	\$24,500				
		HEALTH AND HUMAN	LLC						
		SERVICES - PUBLIC							
	406	AND BEHAVIORAL							
		HEALTH - NORTHERN							
		NEVADA ADULT							
15.		MENTAL HEALTH							
		SERVICES							
		This is the first amendment to the original contract which provides electrical services to Northern Nevada Adult Mental Health Services and Lakes Crossing Center. This amendment extends the termination date							
	Contract	from June 30, 2019 to June 30, 2020, and increases the maximum amount from \$24,000 to \$48,500 due							
		to increases in required e		es the maximum amoun	t 110111 \$24,00	10 10 \$46,500 due			
		Term of Contract:	02/02/2018 - 06/30/2020	Contract # 19441					
		DEPARTMENT OF	ROSE FOUNDATION /	OTHER:	\$10,000				
			SOUTHERN NEVADA	UNIVERSAL ENERGY	<i>↓ · •,• • • •</i>				
		SERVICES - WELFARE		CHARGE 68%					
		AND SUPPORTIVE	AUTHORITY	FEDERAL 32%					
40		SERVICES - ENERGY							
16.		ASSISTANCE							
		PROGRAM							
	Contract		provide ongoing services	•	vide applicati	on assistance for			
	Description:		low income and senior po						
	•	Term of Contract:	07/01/2018 - 06/30/2022		•	1			
		DEPARTMENT OF	NEVADA PEP, INC.	GENERAL	\$15,120				
		HEALTH AND HUMAN							
		SERVICES - CHILD							
	////0								
17		SERVICES -							
17.		CHILDREN, YOUTH AND FAMILY							
		ADMINISTRATION							
			provide ongoing supportiv	e services to the Washc	e County and	d Rural Children's			
	Contract	Mental Health Consortia							
	Description:	Term of Contract:	07/01/2018 - 06/30/2019	Contract # 21422					
ι									

						EXCEPTIONS			
BOE	DEPT #					FOR			
#		STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS			
						AND/OR			
					<u> </u>	EMPLOYEES			
		DEPARTMENT OF HEALTH AND HUMAN	PATRICIA L. BISBEE	GENERAL 50% FEDERAL 50%	\$22,000				
		SERVICES - CHILD		FEDERAL 50%					
	409	AND FAMILY							
18.		SERVICES - RURAL							
		CHILD WELFARE							
	Contract	This is a new contract to	provide Spanish interpret	ation services.	<u> </u>				
	Description:	Term of Contract:	01/28/2019 - 06/30/2022	Contract # 21426					
		DEPARTMENT OF	LONE WOLF	GENERAL	\$24,300				
		HEALTH AND HUMAN	COMMERCIAL						
		SERVICES - CHILD	APPLIANCE SERVICE						
	409	AND FAMILY	AND REPAIR, LLC						
		SERVICES - NEVADA							
19.		YOUTH TRAINING							
		CENTER							
			ent to the original contra						
	Description:		services. This amendme						
		June 30, 2021 and increases the maximum amount from \$24,300 to \$48,600 due to the continued need for these services.							
		Term of Contract:	02/06/2018 - 06/30/2021	Contract # 19586					
		DEPARTMENT OF	WASHINGTON	GENERAL	\$45,000				
	550	AGRICULTURE -	STATE UNIVERSITY		φ-10,000				
		VETERINARY							
20.		MEDICAL SERVICES							
	Contract Description:	This is a new interlocal to	provide ongoing diagnos	stic laboratory services t	o determine	the presence and			
			agious or parasitic disease	es.					
		Term of Contract:	07/01/2018 - 06/30/2022		-				
		DEPARTMENT OF	THE HEAD MASTER,	FEE: SPORTSMEN	\$40,000				
		WILDLIFE - LAW	INC.	REVENUE 50%					
21.		ENFORCEMENT		FEDERAL 50%					
	Contract		provide taxidermy service	s for wildlife educationa	l purposes, d	isplays and as an			
	Description:	article for sale.	04/04/0040 04/04/0000	0					
	•	Term of Contract:	01/24/2019 - 01/31/2023		¢ 40,000				
		DEPARTMENT OF WILDLIFE - LAW	WILDLIFE REVOLUTIONS, LLC	FEE: SPORTSMEN REVENUE 50%	\$40,000				
		ENFORCEMENT	REVOLUTIONS, LLC	FEDERAL 50%					
22.			provide taxidermy servio		nurnoses di	solays and as an			
	Contract	article for sale	provide taxidenity service		puiposes, ui	spiays and as an			
	Description:	Term of Contract:	02/03/2019 - 01/31/2023	Contract # 21429					
		DEPARTMENT OF	LANDER COUNTY	FEE: HABITAT	\$45,000				
		WILDLIFE - HABITAT	CONSERVATION	CONSERVATION	÷ -,				
22			DISTRICT						
23.	Contract	This is a new interlocal a	greement to provide habit	at restoration and enhar	ncement, nox	ious weed control			
	Contract Description:		ervation within the jurisdic		conservation	District.			
	Description.	Term of Contract:	01/29/2019 - 11/30/2022	Contract # 21317					

						EXCEPTIONS FOR			
BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS AND/OR EMPLOYEES			
24.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	CHM GOVERNMENT SERVICES, LLC	GENERAL	\$32,000				
		River State Recreation A	provide market analysis rea. 02/06/2019 - 09/30/2019		cial use for F	after 7 at Walker			
				OTHER:	\$10,000				
25.	704	CONSERVATION AND NATURAL RESOURCES - STATE PARKS		REVENUE					
	Contract Description:	This is a new revenue contract to provide commercial wedding ceremonies and wedding photo tours at Valley of Fire State Park.							
	Description.	Term of Contract:	02/06/2019 - 01/31/2020	Contract # 21516					
26.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	GOLD DUST CARSON CITY, LLC DBA GOLD DUST WEST	GENERAL	\$30,547				
	Contract	pre-fire season meeting.							
	Description.	Term of Contract:	02/12/2019 - 03/15/2019						
27.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	VOGUE LAUNDRY & CLEANING, INC. DBA VOGUE LINEN UNIFORM RENTAL	GENERAL	\$12,000				
	Contropt	This is a new contract to	provide ongoing linen and	l laundry service to the a	gency's Elko	Office, Mechanic			
	Contract	Shop and the Elv Industr							
	Description:	Term of Contract:	01/31/2019 - 01/31/2023	Contract # 21492					
28.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	NDI PLUMBING, INC.	OTHER: BUSINESS ENTERPRISE SET- ASIDE	\$24,500				
	Contract Description:	locations around norther	o provide ongoing plumbi n Nevada. 07/01/2019 - 06/30/2023	- ·	susiness Ente	erprise of Nevada			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
29.	903	TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - EQUAL RIGHTS COMMISSION	ARBITRATION AND MEDIATION SOLUTIONS, INC.	OTHER: GENERAL	\$13,500		
	Contract Description:	amendment extends the t amount from \$6,500 to \$2	nt to the original contract to termination date from May 20,000 due to the continu 05/30/2018 - 05/31/2022	31, 2020 to May 31, 202 ed need for these servic	22 and increa		

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21498

						Leg Nar	al Entity ne:	Mark Stevens	
	Agency Name:	GOVE	RNOR'S FI	NANCE	OFFICE	Cor	tractor Name:	Mark Stevens	
	Agency Code:	015				Add	lress:	12960 Broili Drive	
	Appropriation Unit:	1301-	14						
	Is budget authority available?:		Yes			City	/State/Zip	Reno, NV 89511	
	If "No" please expla	ain: No	t Applicable				itact/Phone:	Mark Stevens 7758535191	
							dor No.:	NN/00404004000	
	To what State Field	Noor	(a) will the e	ontroat b	a abargad?	NV 201	Business ID:	NV20191064028	
	To what State Fisca		· · /		•		-	rcentage of each funding source if	
	the contractor will b	e paid	by multiple	funding s	sources.		indicate the pe	icentage of each funding source in	
	X General Fur	nds '	100.00 %		Fees		0.00 %		
	Federal Fun	nds	0.00 %		Bonds		0.00 %		
	Highway Fu	inds	0.00 %		Other funding		0.00 %		
2.	Contract start date:								
	a. Effective upon B Examiner's appr		f No	or b.	other effective	date	01/07/2019		
	Anticipated BC	DE mee	eting date	03/2	019				
	Retroactive?		Yes						
	If "Yes", please exp	lain							
	Contract logistics Finance Office.	took l	onger than	anticipa	ted causing a	delay	in the contrac	t being received at the Governor's	
3.	Termination Date:		06/30/2019						
	Contract term:		173 days						
4.	Type of contract:		Contract						
	Contract description	า:	Consultant	t					
5.	Purpose of contract	t:							
	This is a new cont guidance through	ract to the 20	provide se 19 session	ervices ii	n assistant the	Offic	e of the Gove	rnor with policies, procedures and	
6.	NEW CONTRACT								
	The maximum amo	unt of t	he contract	for the te	erm of the contr	act is:	\$24,750.00		
	Payment for service	es will b	be made at t	he rate c	of \$70.00 per He	our			
J	USTIFICATION								
7.	What conditions rec	quire th	at this work	be done	?				
	Transition of new G	ioverno	or.						
8.	Explain why State e	volame	ees in vour a	agency o	or other State ad	aencie	s are not able t	to do this work:	
	No state employee								
9	Were quotes or pro					No			
0.	Was the solicitation	•		e Purcha	sina	No			
	Division?	. ,	·		-				
	a. List the names of	f vendo	ors that were	solicited	d to submit prop	osals	(include at leas	st three):	
	Not Applicable								
	b. Soliciation Waive								
	c. Why was this cor	ntractor	r chosen in p	preferenc	ce to other?				

	NRS 333.150 Professional Service						
	d. Last bid date:	Anticipated	I re-bid date:				
10.	Does the contract contain any IT of	components?	No				
C	OTHER INFORMATION						
11.	. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?						
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor						
	Not Applicable						
12.	employee of the State of Nevada?		Nevada or will the contracted services be performed by a current				
	Νο						
	b. Was the contractor formerly em performed by someone formerly e No	ployed by the State of mployed by the State	of Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?				
		•	cal subdivisions or by any other government?				
	No If "Yes", please expla	ain					
	Not Applicable						
13.	Has the contractor ever been enga No If "Yes", specify when agency has been ver	n and for which agen	by any State agency? cy and indicate if the quality of service provided to the identified				
	Not Applicable						
11	Is the contractor currently involved	Lin litigation with the	State of Nevada?				
14.	-	-	ation and facts supporting approval of the contract:				
	Not Applicable						
15		th the Nevada Secre	tary of State's Office because the legal entity is a:				
15.	Sole Proprietor	In the Nevaua Secre	lary of State's Office because the legal entity is a.				
16.	a. Is the Contractor Name the sam Yes	ne as the legal Entity	Name?				
17.	a. Does the contractor have a curr Yes	rent Nevada State Bu	isiness License (SBL)?				
18.	Not Applicable						
19.	Agency Field Contract Monitor:						
20	Contract Status:						
	Contract Approvals:						
	Approval Level	User	Signature Date				
	Budget Account Approval	dluzzi	01/29/2019 10:13:06 AM				
	Division Approval	dluzzi	01/29/2019 10:13:12 AM				
	Department Approval	tgreenam	01/29/2019 10:22:02 AM				
	Contract Manager Approval	tgreenam	01/29/2019 10:33:21 AM				
	Budget Analyst Approval tgreenam 01/29/2019 10:33:24 AM						



555 East Washington Avenue. Suite 5100 Las Vegas, Nevada 89101 Office: (702) 486-2500 Fax No.: (702) 486-2505

Office of the Governor

To: Tiffany Greenameyer, Executive Branch Budget Officer 2

From: Michelle White, Chief of Staff

Date: January 24, 2019

Subject: Request for Retroactive Approval

This retroactive memo requests this contract for Mark Stevens be made retroactive to January 7, 2019. Contract logistics took longer than anticipated causing a delay in the contract being received by the Governor's Finance Office.

Thank you for your time and consideration with this request. Should you have any questions please do not hesitate to let me know.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21496

								Lega Nam	al Entity	BECKER GALLAGHER LEGAL
	Agency	y Name:	ATTO		ENER	AL'S OF	FICE		tractor Name:	BECKER GALLAGHER LEGAL
		y Code:	030						ress:	PUBLISHING INC
		priation Unit:		4						8790 GOVERNORS HILL DR STE 102
		get authority			es			City/	/State/Zip	CINCINNATI, OH 45249-1374
	lf "No"	please expla	ain: Not	t Applica	able			Con	tact/Phone:	513/340-7102
								Ven	dor No.:	T29007123
								NV E	Business ID:	NV20101495766
	To wha	at State Fisca	al Year(s) will tl	ne cont	ract be c	harged?	2019	9-2023	
	What is the cor	s the source htractor will b	of funds be paid l	s that w by multi	ill be us ple fund	sed to pa ding soui	y the contraction the contraction of the contractio	ctor? I	ndicate the per	rcentage of each funding source if
	Х	General Fu	nds 1	00.00 %	6	Fe	es		0.00 %	
		Federal Fur	nds	0.00 9	6	Bo	onds		0.00 %	
		Highway Fu	inds	0.00 9	6	Ot	ther funding		0.00 %	
2.	Contra	ct start date:								
	a. Effe	ective upon E aminer's app	Board of		No c	or b. oth	er effective	date	02/01/2019	
		nticipated B		ting dat	e	03/2019)			
	Retroa	ctive?		N	0					
		", please exp	olain		•					
		plicable								
з		ation Date:		01/31/2	023					
5.		ct term:		4 years						
4.	Туре о	f contract:		Contra	ct					
	Contra	ct descriptio	n:	Legal F	Publish	ing				
5.	Purpos	se of contrac	t:							
		a new cont States.	tract to	provid	e ongo	ing serv	rices to forn	nat an	d file legal pro	oceedings in the Supreme Court of the
6.	NEW C	CONTRACT								
	The ma	aximum amo	ount of th	he cont	ract for	the term	of the contra	act is:	\$40,000.00	
JI	JSTIFI	CATION								
7	What c	conditions rea	ouire th	at this v	ork be	done?				
•••		tting and file					rt of the Unit	ed Sta	ates.	
R										o do this work:
0.		mplexity of t								
۵		quotes or pro						Yes		
5.		e solicitation	•			irchasing	r	No		
	Divisio		. (dono b	y uno r v		9	110		
	a. List	the names o	f vendo	rs that v	vere so	licited to	submit prop	osals	(include at leas	st three):
		Gallagher Publishing -Epes								
		ciation Waive	er: Not /	Applica	ble					
		was this co		••		erence to	o other?			
								rganiz	ations and thei	r fees were similar.
rac	t #: 21496	6					Page 1	of 2		2

d. Last bid date: 05/01/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

_	No	If "Yes", please explain	-	-	
1	Not Applica	ble			
13. I	Has the cor	ntractor ever been engaged under contract by any State agency?			

Yes If "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 OAG has used services performed by Becker Gallagher for several years and their work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable
NULAUUICAUE

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Heidi Stern, Solicitor General Ph: 702-486-3594

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	01/31/2019 10:11:55 AM
Division Approval	cschonl1	01/31/2019 10:11:57 AM
Department Approval	cschonl1	01/31/2019 10:11:58 AM
Contract Manager Approval	cschonl1	01/31/2019 10:12:01 AM
Budget Analyst Approval	hfield	01/31/2019 10:35:42 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21529

						Legal Entity Name:	ENVISION LEGAL SOLUTIONS LLC	
	Agency Name:	ATTOR	NEY GENE	RAL'S	OFFICE	Contractor Name:	ENVISION LEGAL SOLUTIONS LLC	
	• •	030				Address:	700 S 3RD ST	
	Appropriation Unit:	1348-15	5					
	Is budget authority available?:		Yes			City/State/Zip	LAS VEGAS, NV 89101-6703	
	If "No" please expla	in: Not	Applicable			Contact/Phone:	702/805-4800	
						Vendor No.:	T29039501	
						NV Business ID:	NV20161631046	
	To what State Fisca	al Year(s	s) will the co	ntract b	e charged?	2019		
	What is the source of the contractor will be	of funds e paid b	that will be y multiple fu	used to inding s	o pay the contraction pay the contraction pay the contraction of the c	ctor? Indicate the pe	rcentage of each funding source if	
	General Fur	nds	0.00 %		Fees	0.00 %		
	Federal Fun	lds	0.00 %		Bonds	0.00 %		
	Highway Fu	nds	0.00 %	Х	Other funding	100.00 % TORT	FUNDS	
2.	Contract start date:							
	a. Effective upon Board of No or b. other effective date 09/01/2018 Examiner's approval?							
	Anticipated BC		ing date	03/2	019			
	Retroactive?		Yes					
	If "Yes", please exp	lain						
	Time was of the es scheduled over a 2 not to exceed the l	2-3 day	timeframe	due to	this schedule.	ed Preliminary Inju At the time of enga	nction Hearing. All depositions were gement, anticipation of services was	
3.	Termination Date:	0	9/30/2018					
	Contract term:	2	9 days					
4.	Type of contract:	c	Contract					
	Contract description	n: L	egal Servi	ces				
5.	Purpose of contract	:						
0.	This is a new contract to provide legal services and assistance with preparation for the evidentiary hearing for case No. A-18-777312-B Alvogen v. State of Nevada, et al.							
6	NEW CONTRACT							
0.	The maximum amo	unt of th	e contract fo	or the te	erm of the contra	act is: \$10.634.05		
J	USTIFICATION					·····		
7	What conditions req	uire tha	t this work h	ne done	2			
	Depositions and tra					iary hearing.		
8	Explain why State e						to do this work:	
0.	State employees do							
q	Were quotes or pro					No		
0.	Was the solicitation Division?			Purcha	sing	No		
	a. List the names of vendors that were solicited to submit proposals (include at least three):							
	Not Applicable							
	b. Soliciation Waive	r: Exem	pt (Per sta	tute)				
	c. Why was this con	ntractor of	chosen in pr	eferend	ce to other?			

d. Last bid date: Anticipated re-bid date:	
--	--

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

	No	If "Yes", please explain		
	Not Applicable			
13. Has the contractor ever been engaged under contract by any State agency?				
	No	If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified		
		agency has been verified as satisfactory:		

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: LLC
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:

Nancy Katafias, Tort Claim Manager Ph: 775-684-1252

20. Contract Status:

Contract Approvals:

Signature Date	
Ν	
Ν	
Ν	
Ν	
N	

AARON D. FORD Attorney General

CAROLINE BATEMAN First Assistant Attorney General

CHRISTINE JONES BRADY Second Assistant Attorney General



JESSICA L. ADAIR Chief of Staff

RACHEL J. ANDERSON General Counsel

HEIDI PARRY STERN Solicitor General

STATE OF NEVADA

OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street Carson City, Nevada 89701

MEMORANDUM

Date:	February 6, 2019				
То:	Heather Field, Executive Branch Budget Officer Governor's Finance Office				
From:	Lesley Volkov, Management Analyst II				
Subject:	Retroactive Approval for contract #21529 Envision Legal Solutions, LLC				

Time was of the essence due to Judge Gonzalez' expedited Preliminary Injunction Hearing. All depositions were scheduled over a 2-3 day timeframe due to this schedule. At the time of engagement, anticipation of services was not to exceed the limit needed for a contract.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DESCRIPTIO	N OF CON	TRACT				
1. Contract Nu	mber: 1746	69		Amendment Number:	1	
				Legal Entity Name:	ARTISTIC FENCE COMPA	ANY, INC.
Agency Nan		/IN - STATE PUI SION	BLIC WORKS	Contractor Name:	ARTISTIC FENCE COMP	ANY, INC.
Agency Cod	le: 082			Address:	5740 HIGHWAY 50 EAST	
Appropriatio		9-12				
Is budget au available?:		Yes		City/State/Zip	CARSON CITY, NV 89701	
If "No" pleas	e explain: N	Not Applicable		Contact/Phone:	JOANNE DIETRICH 775-8	82-4665
				Vendor No.:	PUR0000883B	
To what Sta	to Finant Var	or(a) will the cont	raat ha aharaad?	NV Business ID: 2017-2020	NV19711002179	
			ract be charged?		vroantage of each funding ea	uroo if
the contract	or will be pai	d by multiple fun	ding sources.		ercentage of each funding so	urce II
	eral Funds	0.00 %	Fees	0.00 %		
	eral Funds	0.00 %	Bonds	0.00 %		
•	way Funds	0.00 %	X Other funding	100.00 % B&G	BUILDING RENT INCOME I	REVENUE
Agency Refe	erence #:	ASD #211717:	3			
2. Contract sta						
a. Effective Examine	upon Board r's approval?	of No o ?	or b. other effective	date 07/01/2010	6	
Anticip	ated BOE m	eeting date	03/2019			
Retroactive	?	No				
If "Yes", plea	ase explain					
Not Applica	able					
3. Previously A Termination	opproved Date:	06/30/2020				
Contract ter	m:	4 years				
4. Type of cont	tract:	Contract				
Contract des	scription:	Fencing Servi	ces			
5. Purpose of a	contract.					
		ment to the orig	inal contract which	provides fencing 8	a gates installation and ma	intenance.
This amend	Iment increa	ases the maxim	um from \$24,999 to	\$49,999 due to the	need for additional service	es.
6. CONTRACT	AMENDME	INT				
			Trans	•		. 0
1. The r contr		of the original	\$24,999.00	0 \$24,99	99.00 \$24,999.0	0 Yes - Info
2. Amou (#1):	unt of curren	t amendment	\$25,000.00		00.00 \$49,999.0	0 Yes - Info
3. New amou	maximum co Int:	ontract	\$49,999.00	0		
JUSTIFICAT	ION					
7. What condit	ions require	that this work be	done?			
				-1 -		

Repairs and replacement of fencing is needed for state grounds.

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

II.

4

0	Were quotes or proposals solicited	0	Yes				
9.	Was the solicitation (RFP) done by		No				
	Division? a. List the names of vendors that w	vere solicited to submit pro	oposals (include at least three):				
	b. Soliciation Waiver: Not Applicable						
	c. Why was this contractor chosen	-					
	contacted to submit bids for availa	ble jobs.	uildings and Grounds. Per SAM 0338.0 each contractor will be				
	d. Last bid date:	Anticipated re-bi	d date:				
10.	Does the contract contain any IT c	omponents?	No				
III. C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or Pe	ercentage Paid to the Con	tractor?				
		de the Indirect Cost Rate	or Percentage Paid to the Contractor				
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada?	byee of the State of Nevac	a or will the contracted services be performed by a current				
	performed by someone formerly er	ployed by the State of New mployed by the State of New	vada within the last 24 months or will the contracted services be evada within the last 24 months?				
	No						
	c. Is the contractor employed by an No If "Yes", please expla	•	bdivisions or by any other government?				
	Not Applicable						
12	13. Has the contractor ever been engaged under contract by any State agency?						
13.	Thas the contractor even been enge	aged under contract by an	y State agency?				
13.	•	and for which agency an	y State agency? d indicate if the quality of service provided to the identified				
13.	Yes If "Yes", specify wher	and for which agency an ified as satisfactory:					
	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved	n and for which agency an ified as satisfactory: rounds - satisfactory in litigation with the State	d indicate if the quality of service provided to the identified of Nevada?				
	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved	n and for which agency an ified as satisfactory: rounds - satisfactory in litigation with the State	d indicate if the quality of service provided to the identified				
14.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provid Not Applicable The contractor is registered with the	n and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract:				
14. 15.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provie Not Applicable The contractor is registered with the Nevada Corporation	n and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of St	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract: ate's Office as a:				
14. 15.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provid Not Applicable The contractor is registered with the	n and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of St	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract: ate's Office as a:				
14. 15. 16.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provid Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same	n and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of St ne as the legal Entity Name	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract: ate's Office as a: e?				
14. 15. 16. 17.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provid Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a current	in and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of State ne as the legal Entity Name ent Nevada State Busines	d indicate if the quality of service provided to the identified of Nevada? and facts supporting_approval of the contract: ate's Office as a: e? s License (SBL)?				
14. 15. 16. 17. 18.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provie Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a currence Yes a. Is the legal entity active and in g	in and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of State ne as the legal Entity Name ent Nevada State Busines	d indicate if the quality of service provided to the identified of Nevada? and facts supporting_approval of the contract: ate's Office as a: e? s License (SBL)?				
14. 15. 16. 17. 18. 19.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provid Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a currence Yes a. Is the legal entity active and in go Yes	in and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of State ne as the legal Entity Name ent Nevada State Busines	d indicate if the quality of service provided to the identified of Nevada? and facts supporting_approval of the contract: ate's Office as a: e? s License (SBL)?				
14. 15. 16. 17. 18. 19.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provie Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curren Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor:	in and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of State ne as the legal Entity Name ent Nevada State Busines	d indicate if the quality of service provided to the identified of Nevada? and facts supporting_approval of the contract: ate's Office as a: e? s License (SBL)?				
14. 15. 16. 17. 18. 19.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provie Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a current Yes a. Is the legal entity active and in generation Yes Agency Field Contract Monitor: Contract Status:	in and for which agency an ified as satisfactory: ounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of State ne as the legal Entity Name ent Nevada State Busines	d indicate if the quality of service provided to the identified of Nevada? and facts supporting_approval of the contract: ate's Office as a: e? s License (SBL)?				
14. 15. 16. 17. 18. 19.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provie Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a current Yes a. Is the legal entity active and in generation Yes Agency Field Contract Monitor: Contract Status: Contract Approvals:	in and for which agency an ified as satisfactory: rounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of St ne as the legal Entity Name ent Nevada State Busines pood standing with the New	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract: ate's Office as a: e? s License (SBL)? vada Secretary of State's Office?				
14. 15. 16. 17. 18. 19.	Yes If "Yes", specify when agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provid Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a currey Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level	in and for which agency an ified as satisfactory: iounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of St ne as the legal Entity Name ent Nevada State Busines pood standing with the New User	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract: ate's Office as a: e? s License (SBL)? vada Secretary of State's Office?				
14. 15. 16. 17. 18. 19.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provie Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curren Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	in and for which agency an ified as satisfactory: rounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of St e as the legal Entity Name ent Nevada State Busines good standing with the New User ssands	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract: ate's Office as a: e? s License (SBL)? vada Secretary of State's Office? Signature Date 02/07/2019 14:36:11 PM				
14. 15. 16. 17. 18. 19.	Yes If "Yes", specify wher agency has been ver 7/1/12 - 6/30/16 - Buildings and Gr Is the contractor currently involved No If "Yes", please provie Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	in and for which agency an ified as satisfactory: rounds - satisfactory in litigation with the State de details of the litigation a ne Nevada Secretary of State e as the legal Entity Name ent Nevada State Busines pood standing with the New User ssands ssands	d indicate if the quality of service provided to the identified of Nevada? and facts supporting approval of the contract: ate's Office as a: e? s License (SBL)? vada Secretary of State's Office? Signature Date 02/07/2019 14:36:11 PM 02/07/2019 14:36:21 PM				

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21466

				Legal Entity Name:	DAVIS GLASS AND MIRROR
	Agency Name:	ADMIN - STATE PUI DIVISION	BLIC WORKS	Contractor Name:	DAVIS GLASS AND MIRROR
	Agency Code:	082		Address:	5135 S. VALLEY VIEW BLVD.
	Appropriation Unit:	1349-12			
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89118
	If "No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.:	702-368-7722
				NV Business ID:	NV19961120126
	To what State Fisca	al Year(s) will the cont	ract be charged?	2019-2023	
		of funds that will be us be paid by multiple fund		ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	Federal Fur	nds 0.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	X Other funding	100.00 % B&G I	Building Rent Income Revenue
	Agency Reference	#: ASD 2831333			
2.	Contract start date:				
	a. Effective upon E Examiner's app		or b. other effective	date 05/01/2019	
	Anticipated BC	DE meeting date	03/2019		
	Retroactive?	No			
	lf "Yes", please exp	blain			
	Not Applicable				
3.	Termination Date:	05/01/2023			
	Contract term:	4 years and 1	day		
4.	Type of contract:	Contract			
	Contract description				
5	Purpose of contrac	-			
0.			and mirror repairs	services for state-	owned buildings in the southern Nevada

This is a new contract to provide glass and mirror repairs services for state-owned buildings in the southern Nevada area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00** Other basis for payment: Regular rate charges; \$75/per man hour 1-8 hrs.; Overtime rate \$112.50 per man hour for hrs. 8-10; Double time rate \$150/per man hour for hours over 10. Holiday & Sundays rates \$150/per ma

II. JUSTIFICATION

- 7. What conditions require that this work be done?
 Buildings, rooms, basements, floors, windows, furniture, and appurtenances are to be kept clean, orderly and presentable as befitting public property.
- Explain why State employees in your agency or other State agencies are not able to do this work:
 Lack of expertise4 and equipment.
- 9. Were quotes or proposals solicited? No Was the solicitation (RFP) done by the Purchasing No Division?

a. List the names of vendors that were solicited to submit proposals (include at least three): Not Applicable

	b. Soliciation Waiver: Not Applicab		
	c. Why was this contractor chosen i		
		•	0.0338 each vendor will bid on upcoming projects.
	d. Last bid date: 01/07/2019	·	
10.	. Does the contract contain any IT co	mponents?	No
III. C	OTHER INFORMATION		
11.	. Is there an Indirect Cost Rate or Pe	rcentage Paid to the Con	tractor?
	No If "Yes", please provid	e the Indirect Cost Rate of	r Percentage Paid to the Contractor
	Not Applicable		
12.	employee of the State of Nevada?	yee of the State of Nevad	a or will the contracted services be performed by a current
	No		
	performed by someone formerly en	loyed by the State of Nev ployed by the State of Ne	ada within the last 24 months or will the contracted services be evada within the last 24 months?
	Νο		
	c. Is the contractor employed by an	y of Nevada's political sub	odivisions or by any other government?
	No If "Yes", please explai	n	
	Not Applicable		
13.	. Has the contractor ever been engagenergy No If "Yes", specify when agency has been verif	and for which agency and	State agency? Indicate if the quality of service provided to the identified
	Not Applicable	1	
14.	. Is the contractor currently involved	in litigation with the State	of Nevada?
	-	•	nd facts supporting approval of the contract:
	Not Applicable	H	
15.	. The contractor is registered with the Nevada Corporation	e Nevada Secretary of Sta	ate's Office as a:
16.	. a. Is the Contractor Name the same Yes	e as the legal Entity Name	?
17.	. a. Does the contractor have a curre Yes	nt Nevada State Busines	s License (SBL)?
18.	. a. Is the legal entity active and in go Yes	ood standing with the Nev	ada Secretary of State's Office?
19.	. Agency Field Contract Monitor:		
20.	. Contract Status:		
	Contract Approvals:		
	Approval Level	User	Signature Date
	Rudget Account Approval	ssands	02/04/2010 00:50:18 AM

Approval Level	User	Signature Date
Budget Account Approval	ssands	02/04/2019 09:59:18 AM
Division Approval	ssands	02/04/2019 09:59:22 AM
Department Approval	ssands	02/04/2019 09:59:25 AM
Contract Manager Approval	ssands	02/04/2019 09:59:28 AM
Budget Analyst Approval	jrodrig9	02/05/2019 17:40:12 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21518

					Legal Entity Name:	LOGISTICAL SOLUTIONS LLC			
	5 ,	ADMIN - STA DIVISION	TE PUBLIC	WORKS	Contractor Name:	LOGISTICAL SOLUTIONS LLC			
	5 ,	082			Address:	4780 W ANN ROAD, SUITE 5-237			
	Appropriation Unit: 1								
	Is budget authority available?:	Y	'es		City/State/Zip	LAS VEGAS, NV 89031			
	If "No" please explain	n: Not Applic	able		Contact/Phone:	702-340-2594			
					Vendor No.:	T29031688A			
					NV Business ID:	NV20081496193			
	To what State Fiscal	Year(s) will t	the contract b	e charged?	2019-2023				
	What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.								
	General Fund	ds 0.00 ^o	%	Fees	0.00 %				
	Federal Fund	ds 0.00 °	%	Bonds	0.00 %				
	Highway Fun	nds 0.00 ^o	% X	Other funding	100.00 % B&G E	BUILDING RENT INCOME REVENUE			
	Agency Reference #	: ASD 28	831303	Ū					
2.	Contract start date:								
	a. Effective upon Bo	pard of	No or b.	other effective of	date 02/15/2019				
	Examiner's appro Anticipated BOI		nte 04/2	019					
	Retroactive?	N	No						
	If "Yes", please expla	ain							
	Not Applicable								
3.	Termination Date:	01/31/2	2023						
•	Contract term:		s and 351 da	iys					
4.	Type of contract:	Contra	act	-					
	Contract description:								
5.	Purpose of contract:								
	This is a new contra and emergency and				r non-destructive e	excavation, other underground services			
6.	NEW CONTRACT								
	The maximum amou	int of the cont	tract for the te	erm of the contra	act is: \$45,000.00				
Jl	USTIFICATION								
7.	What conditions requ	uire that this w	work be done	?					
	B&G is tasked with the	he maintenar	nce and mino	r repair of all sta	te-owned buildings a	and their surroundings.			
8.	Explain why State er	mployees in y	our agency c	or other State ag	encies are not able t	to do this work:			
	Lack of equipment a								
9.	Were quotes or prop	osals solicite	d?		Yes				
	Was the solicitation (Division?	(RFP) done b	by the Purcha	sing	No				
1	a. List the names of	vendors that	were solicited	d to submit prop	osals (include at leas	st three):			
	Logistical Solutions JAB Construction Flippin's Trenching								
I	b. Soliciation Waiver	: Not Applica	able						

	c. Why was this contractor chosen	in preference to c	other?					
			and Per SAM 0338.0, each contractor will be contacted to submit bids on					
	d. Last bid date: 01/05/2019	9 Anticipat	ted re-bid date: 12/05/2022					
10.	Does the contract contain any IT c	omponents?	No					
III. C	OTHER INFORMATION							
11.	Is there an Indirect Cost Rate or P	ercentage Paid to	the Contractor?					
	No If "Yes", please provi	de the Indirect Co	st Rate or Percentage Paid to the Contractor					
	Not Applicable							
12.	employee of the State of Nevada?	byee of the State of	of Nevada or will the contracted services be performed by a current					
	Νο							
	performed by someone formerly en	ployed by the Stat mployed by the St	te of Nevada within the last 24 months or will the contracted services be tate of Nevada within the last 24 months?					
	No							
	c. Is the contractor employed by an No If "Yes", please expla	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain						
	Not Applicable							
13.	Has the contractor ever been enga	aged under contra	ct by any State agency?					
	No If "Yes", specify when agency has been ver		gency and indicate if the quality of service provided to the identified ry:					
	Not Applicable							
14.	he State of Nevada?							
	No If "Yes", please provi	tigation and facts supporting approval of the contract:						
	Not Applicable							
15.	The contractor is registered with th LLC	e Nevada Secreta	ary of State's Office as a:					
16.	a. Is the Contractor Name the sam	ie as the legal Ent	tity Name?					
17	a. Does the contractor have a curr	ont Novada Stata	Pusiness License (SPL)2					
17.	Yes		DUSITIESS LICETISE (SDL)?					
18.	a. Is the legal entity active and in g Yes	jood standing with	h the Nevada Secretary of State's Office?					
19.	Agency Field Contract Monitor: Martin Fisher, Facility Manager	Ph: 702-486-409	9					
20.	Contract Status:							
	Contract Approvals:							
	Approval Level	User	Signature Date					
	Budget Account Approval	ssands	02/04/2019 10:54:57 AM					
	Division Approval Department Approval	ssands ssands	02/04/2019 10:55:00 AM 02/04/2019 10:55:03 AM					
	Contract Manager Approval	ssands	02/04/2019 10:55:07 AM					
	Budget Analyst Approval	hfield	02/07/2019 12:34:29 PM					

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21546

							Legal Entity Name:	PCNA CONSULTING GROUP, INC
	Agency Name:	ADMIN DIVISI		TE PUBLI	C WORKS	6	Contractor Name:	PCNA CONSULTING GROUP, INC
	Agency Code:	082					Address:	DBA PCNA GROUP
	Appropriation Unit:	1510-7	70					205 E WARM SPRINGS RD, STE 105
	Is budget authority available?:		Ye	es			City/State/Zip	LAS VEGAS, NV 89119
	If "No" please expla	ain: Not	t Applica	able			Contact/Phone:	702-834-6200
							Vendor No.:	T29041651
							NV Business ID:	NV20131721707
	To what State Fisca	al Year((s) will th	ne contrac	t be charg	ed?	2019-2021	
	What is the source the contractor will b	of fund: e paid l	s that w by multi	ill be used ple fundin	to pay the g sources.	e contrac	tor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %	6	Fees		0.00 %	
	Federal Fur	nds	0.00 %	γ Χ	Bonds		78.00 %	
	Highway Fu	inds	0.00 %	% X	Other f	funding	22.00 % OTHE	R
	Agency Reference	#:	112400					
2.	Contract start date:							
	a. Effective upon B Examiner's appr		f	No or	b. other ef	ffective c	late 02/15/2019	
	Anticipated BC	DE mee	eting dat	e 03	8/2019			
	Retroactive?		Ν	ο				
	If "Yes", please exp	lain						
	Not Applicable							
3.	Termination Date:		06/30/2	021				
	Contract term:		2 years	and 135	days			
4.	Type of contract:		Contra	ct				
	Contract description	n:	MISCE	LLANEOU	IS			
5.	Purpose of contract							
	This is a new Misc Health and Scienc check services for	ellane es Buil the 10	ous Ser Iding (C)0% Co	vices Ag College of	reement to Southern Docume	o provid Nevada nts: CII	le commissioning, a) project including P Project No. 17-P0	surveying and other services for the third party code and accessibility plan 7; SPWD Contract No. 112400.
6.	NEW CONTRACT							
	The maximum amo	unt of t	he conti	ract for the	e term of th	ne contra	ct is: \$34,000.00	
	Other basis for pay	ment: N	/lonthly	progress p	ayments b	based or	services provided.	
J	USTIFICATION							
7.	What conditions rec	quire the	at this w	vork be do	ne?			
	2017 CIP.							
8.	Explain why State e	employe	ees in yo	our agenc	y or other a	State age	encies are not able t	to do this work:
	Capital Improvemen Commissioning, Su services to meet the	irveying	, and of	ther Misce	llaneous S	Services	d on their ability to pr are provided by SPV	rovide design and Professional VD to support the State engineering
9.	Were quotes or pro	posals	solicited	d?			No	
	Was the solicitation Division?	(RFP)	done by	y the Purc	hasing		No	
	a. List the names of	f vendo	ors that w	were solici	ted to subi	mit propo	osals (include at leas	st three):

	b. Soliciation Waiver: Professiona	al Service (As def	ined in NAC 333.150)			
	c. Why was this contractor chosen in preference to other?					
	Demonstrated the required experti					
	d. Last bid date:		ed re-bid date:			
10.	Does the contract contain any IT c		No			
		•				
-						
11.	Is there an Indirect Cost Rate or P	•				
		de the Indirect Cos	st Rate or Percentage Paid to the Contractor			
	Not Applicable		Children in the second state of the second sta			
12.	a. Is the contractor a current employee of the State of Nevada?	byee of the State c	of Nevada or will the contracted services be performed by a current			
	b. Was the contractor formerly em	ployed by the Stat mployed by the Sta	e of Nevada within the last 24 months or will the contracted services be ate of Nevada within the last 24 months?			
	c. Is the contractor employed by a No If "Yes", please expla		itical subdivisions or by any other government?			
	Not Applicable					
	Has the contractor ever been enga	and under contra	at by any State agency?			
13.	-	n and for which ag	ency and indicate if the quality of service provided to the identified			
	Not Applicable		<u>, </u>			
14.	Is the contractor currently involved No If "Yes", please provi	0	ne State of Nevada? igation and facts supporting approval of the contract:			
			iganon and take supporting approval of the contract			
	Not Applicable					
15.	Not Applicable The contractor is registered with th	ne Nevada Secreta	ary of State's Office as a:			
15. 16.	Not Applicable The contractor is registered with th LLC a. Is the Contractor Name the sam	ne Nevada Secreta ne as the legal Enti	ary of State's Office as a:			
15. 16. 17.	Not Applicable The contractor is registered with th LLC a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes	ne Nevada Secreta ne as the legal Enti ent Nevada State	ary of State's Office as a:			
15. 16. 17. 18.	Not ApplicableThe contractor is registered with thLLCa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in generative section.	ne Nevada Secreta ne as the legal Enti ent Nevada State good standing with	ary of State's Office as a: ity Name? Business License (SBL)? the Nevada Secretary of State's Office?			
15. 16. 17. 18. 19.	Not ApplicableThe contractor is registered with thLLCa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in going YesAgency Field Contract Monitor: Pang, Justus, Project Manager Contract Status:	ne Nevada Secreta ne as the legal Enti ent Nevada State good standing with	ary of State's Office as a: ity Name? Business License (SBL)? the Nevada Secretary of State's Office?			
15. 16. 17. 18. 19.	Not ApplicableThe contractor is registered with thLLCa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in generative YesAgency Field Contract Monitor: Pang, Justus, Project ManagerContract Status: Contract Approvals:	ne Nevada Secreta ne as the legal Enti ent Nevada State good standing with Ph: 775-684-4141	ary of State's Office as a: ity Name? Business License (SBL)? the Nevada Secretary of State's Office?			
15. 16. 17. 18. 19.	Not ApplicableThe contractor is registered with thLLCa. Is the Contractor Name the sam Yesa. Does the contractor have a curr Yesa. Is the legal entity active and in g YesAgency Field Contract Monitor: Pang, Justus, Project ManagerContract Status: Contract Approvals: Approval Level	ne Nevada Secreta ne as the legal Enti ent Nevada State good standing with Ph: 775-684-4141 User	ary of State's Office as a: ity Name? Business License (SBL)? the Nevada Secretary of State's Office? Signature Date			
15. 16. 17. 18. 19.	Not ApplicableThe contractor is registered with thLLCa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor: Pang, Justus, Project ManagerContract Status: Contract Approvals: Approval Level Budget Account Approval	ne Nevada Secreta ne as the legal Enti ent Nevada State good standing with Ph: 775-684-4141 User Imars1	ary of State's Office as a: ity Name? Business License (SBL)? the Nevada Secretary of State's Office? Signature Date 02/11/2019 15:32:10 PM			
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with th LLC a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative of Yes Agency Field Contract Monitor: Pang, Justus, Project Manager Contract Status: Contract Approvals: Approval Level Budget Account Approval	ne Nevada Secreta ne as the legal Enti ent Nevada State good standing with Ph: 775-684-4141 User Imars1 Imars1	ary of State's Office as a: ity Name? Business License (SBL)? the Nevada Secretary of State's Office? Signature Date 02/11/2019 15:32:10 PM 02/11/2019 15:32:13 PM			
15. 16. 17. 18. 19.	Not ApplicableThe contractor is registered with thLLCa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor: Pang, Justus, Project ManagerContract Status: Contract Approvals: Approval Level Budget Account Approval	ne Nevada Secreta ne as the legal Enti ent Nevada State good standing with Ph: 775-684-4141 User Imars1	ary of State's Office as a: ity Name? Business License (SBL)? the Nevada Secretary of State's Office? Signature Date 02/11/2019 15:32:10 PM			

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1.	Contract Number:	19160			Amendment Number:	1	
					Legal Entity Name:	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.	
	Agency Name:	ADMIN - STATE P DIVISION	UBLIC	WORKS	Contractor Name:	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.	
	Agency Code:	082			Address:	DBA H&K ARCHITECTS	
	Appropriation Unit:	1577 - All Categor	ies			5485 RENO CORPORATE DR STE 10)0
	Is budget authority available?:	Yes			City/State/Zip	RENO, NV 89511-2262	
	If "No" please expla	ain: Not Applicable			Contact/Phone:	Jeff@hkarchitects.com 775-332-6640	
					Vendor No.:	T80984709	
					NV Business ID:	NV19941047730	
	To what State Fisc	al Year(s) will the co	ntract b	e charged?	2018-2021		
	What is the source the contractor will b	of funds that will be be paid by multiple fu	used to Inding s	pay the contraction pay th	ctor? Indicate the pe	rcentage of each funding source if	
	General Fu	nds 0.00 %		Fees	0.00 %		
	Federal Fu	nds 0.00 %	Х	Bonds	100.00 %		
	Highway Fu	unds 0.00 %		Other funding	0.00 %		
	Agency Reference	#: 111356		-			
2.	Contract start date:	:					
	a. Effective upon E Examiner's app		or b.	other effective of	date 10/10/2017	7	
	Anticipated B	OE meeting date	03/2	019			
	Retroactive?	No					
	If "Yes", please exp	olain					
	Not Applicable						
3.	Previously Approve Termination Date:	ed 06/30/2021					-
	Contract term:	3 years and	264 da	iys			
4	Type of contract:	Contract					
	Contract descriptio		erv				
_	•	_					
5.	Purpose of contrac		:				
	for the North Las through contract through the const	Vegas Nevada Nati administration doc truction phase of th	onal G uments ne proje	uard Readiness s and bidding s ect: CIP Project	s Center PCI projec ervices, as well as : 17-C05; SPWD Co	anal architectural / engineering service t, to include design development construction administration services ontract No. 111356. This amendment ure procurement support services for	
6.		NDMENT					
				Trans \$	S Info Acc	um \$ Action Accum \$ Agenda	1
	1. The max an contract:	nount of the original		\$2,173,195.00			
		urrent amendment		\$30,300.00	\$30,30	00.00 \$30,300.00 Yes - Inf	0
	(

3. New maximum contract \$2,203,495.00 amount:

II. JUSTIFICATION

2017 CIP

7. What conditions require that this work be done?

8.	Explain why State employees in yo	our agency or other St	ate agencies are not able to do this work:
	Professional architectural/engineer Consultants are selected based on the Legislature.	ring services are provi their ability to provide	ded by SPWD to support the State Capital Improvement Program. e design and engineering services to meet the goals established by
9.	Were quotes or proposals solicited	?	No
	Was the solicitation (RFP) done by Division?	the Purchasing	No
	a. List the names of vendors that w	vere solicited to subm	it proposals (include at least three):
	Not Applicable		
	b. Soliciation Waiver: Professiona	I Service (As define	d in NAC 333.150)
	c. Why was this contractor chosen	in preference to othe	r?
	Demonstrated the required expertis	se for work on this pro	oject.
	d. Last bid date:	Anticipated	re-bid date:
10.	Does the contract contain any IT co	omponents?	No
III. C	OTHER INFORMATION		
11.	Is there an Indirect Cost Rate or Pe	•	
		de the Indirect Cost R	ate or Percentage Paid to the Contractor
	Not Applicable		
12.	employee of the State of Nevada?	oyee of the State of N	evada or will the contracted services be performed by a current
	Νο		
	b. Was the contractor formerly emp	oloyed by the State of	Nevada within the last 24 months or will the contracted services be
		nployed by the State	of Nevada within the last 24 months?
	Νο		
	c. Is the contractor employed by an No If "Yes", please expla		al subdivisions or by any other government?
	Not Applicable		
13.	Has the contractor ever been enga	ged under contract by	y any State agency?
		and for which agenc	y and indicate if the quality of service provided to the identified
	Not Applicable		
14.	Is the contractor currently involved	in litigation with the S	state of Nevada?
	No If "Yes", please provid	de details of the litigat	ion and facts supporting approval of the contract:
	Not Applicable		
15.	The contractor is registered with th Nevada Corporation	e Nevada Secretary o	of State's Office as a:
16		o oo tho logal Entity N	lome?
10.	a. Is the Contractor Name the sam Yes	e as the legal Entity h	iame :
17.	a. Does the contractor have a curre Yes	ent Nevada State Bus	iness License (SBL)?
18.	a. Is the legal entity active and in g Yes	lood standing with the	Nevada Secretary of State's Office?
19.	Agency Field Contract Monitor:		
20.	Contract Status:		
	Contract Approvals:		
	Approval Level	User	Signature Date
	Budget Account Approval	lmars1	02/05/2019 10:58:11 AM
	Division Approval	lmars1	02/05/2019 10:58:15 AM
	Department Approval	Imars1	02/05/2019 10:58:19 AM
	Contract Manager Approval	Imars1	02/05/2019 10:58:23 AM
	Budget Analyst Approval	jrodrig9	02/05/2019 17:29:49 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DESCE	RIPTION OF (CONTRACT			
1. Cont	tract Number:	19218		Amendment Number:	2
				Legal Entity Name:	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.
Ager	ncy Name:	ADMIN - STATE PU DIVISION	JBLIC WORKS	Contractor Name:	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.
Ager	ncy Code:	082		Address:	DBA H&K ARCHITECTS
Аррі	ropriation Unit:	1592 - All Categori	es		5485 RENO CORPORATE DR STE 100
	udget authority lable?:	Yes		City/State/Zip	RENO, NV 89511-2262
If "N	o" please expla	in: Not Applicable		Contact/Phone:	775-332-6640
				Vendor No.:	T80984709
				NV Business ID:	NV19941047730
To w	hat State Fisca	al Year(s) will the co	ntract be charged?	2018-2021	
Wha the c	t is the source contractor will b	of funds that will be e paid by multiple fu	used to pay the contra- nding sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds 0.00 %	Fees	0.00 %	
	Federal Fur	nds 0.00 %	X Bonds	100.00 %	
	Highway Fu	nds 0.00 %	Other funding	0.00 %	
Ager	ncy Reference	#: 111360			
2. Cont	tract start date:				
a. E E	ffective upon B xaminer's appr	oard of No voval?	or b. other effective	date 10/10/2017	7
	Anticipated BC	DE meeting date	03/2019		
Retr	oactive?	No			
lf "Y	es", please exp	lain			
	Applicable				
3. Prev	viously Approve	d 06/30/2021			
Cont	tract term:	3 years and	264 days		
4. Type	e of contract:	Contract			
• •	tract description				
		-			
	ose of contract			ich wesvieles wester	
serv doci	vices for the S uments and co	tewart Indian Scho Instruction administry	ol Cultural and Welco stration: CIP Project 1	ome Center CIP pro 17-C08; SPWD Cont	ssional architectural/engineering ject required to complete bid tract No. 111360. This increases the bit design coordination.
6. CON	ITRACT AMEN	IDMENT			
			Trans	\$ Info Acc	um \$ Action Accum \$ Agenda
1.		ount of the original	\$81,700.0		
	contract:	0			
	contract: a. Amendme	-	\$26,950.0	0 \$26,95	50.00 \$26,950.00 Yes - Info
2.	a. Amendme	-	\$26,950.00 \$11,750.00		
2. 3.	a. Amendme Amount of ci	ent 1: urrent amendment		0 \$11,75	

II. JUSTIFICATION

7. What conditions require that this work be done? 2017 Agency CIP.

8.	8. Explain why State employees in your agency or other State agencies are not able to do this work:						
	Professional Architectural Enginee Consultants are selected based or the Legislature.	ring Services are prov their ability to provide	vided by SPWD to support the State Capital Improvement Program. e design and engineering services to meet the goals established by				
9.	. Were quotes or proposals solicited	!?	No				
	Was the solicitation (RFP) done by Division?	the Purchasing	No				
	a. List the names of vendors that v	vere solicited to submi	it proposals (include at least three):				
	Not Applicable						
	b. Soliciation Waiver: Professiona	•	•				
	c. Why was this contractor chosen						
	Demonstrated the required experti						
	d. Last bid date:	Anticipated r	e-bid date:				
10.	. Does the contract contain any IT c	omponents?	No				
III. C	OTHER INFORMATION						
11.	. Is there an Indirect Cost Rate or P	ercentage Paid to the	Contractor?				
	No If "Yes", please provid	de the Indirect Cost R	ate or Percentage Paid to the Contractor				
	Not Applicable						
12.	employee of the State of Nevada?	byee of the State of Ne	evada or will the contracted services be performed by a current				
	Νο						
	b. Was the contractor formerly emp	ployed by the State of	Nevada within the last 24 months or will the contracted services be				
		nployed by the State	of Nevada within the last 24 months?				
	Νο						
	c. Is the contractor employed by an No If "Yes", please expla		I subdivisions or by any other government?				
	Not Applicable						
13.	. Has the contractor ever been enga	aged under contract by	/ any State agency?				
			y and indicate if the quality of service provided to the identified				
	agency has been ver	ified as satisfactory:					
	Not Applicable						
14.	. Is the contractor currently involved	•					
		de details of the litigat	ion and facts supporting approval of the contract:				
	Not Applicable						
15.	. The contractor is registered with th Nevada Corporation	e Nevada Secretary c	of State's Office as a:				
16.	. a. Is the Contractor Name the sam	e as the legal Entity N	lame?				
	Yes						
17.	. a. Does the contractor have a curr Yes	ent Nevada State Bus	iness License (SBL)?				
10		rood standing with the	Nevada Secretary of State's Office?				
10.	Yes	jood standing with the	Nevada Secretary of State's Office?				
19.	. Agency Field Contract Monitor:						
20.	Contract Status:						
	Contract Approvals:						
	Approval Level	User	Signature Date				
	Budget Account Approval	Imars1	02/05/2019 12:01:17 PM				
	Division Approval	Imars1	02/05/2019 12:01:21 PM				
	Department Approval	Imars1	02/05/2019 12:01:24 PM				
	Contract Manager Approval	Imars1	02/05/2019 12:01:28 PM				
	Budget Analyst Approval	jrodrig9	02/05/2019 17:35:48 PM				

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21488

			Legal Entity Name:	PURCELL ELECTRICAL PROF., CROP.
	IIN - STATE PUBLIC \ SION	WORKS	Contractor Name:	PURCELL ELECTRICAL PROF., CROP.
Agency Code: 082			Address:	PK ELECTRICAL, INC.
Appropriation Unit: All A	ppropriations			681 SIERRA ROSE DR., STE. B
Is budget authority available?:	Νο		City/State/Zip	RENO, NV 89511-2060
If "No" please explain: T where the project will be and contractor payment the initiating agency. Fu will reside in agency bud category 10, Army Facilit	managed by the SPW responsibilities will rem nding and expenditure get account 3650, exp	D. Funding nain with authority	Contact/Phone:	775-826-9010
	-		Vendor No.:	T81016802
			NV Business ID:	NV19961128650
To what State Fiscal Yea	ar(s) will the contract be	e charged?	2019-2023	
What is the source of fun the contractor will be paid	ids that will be used to d by multiple funding s	pay the contrac ources.	ctor? Indicate the per	rcentage of each funding source if
General Funds	0.00 %	Fees	0.00 %	
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 % X	Other funding	100.00 % 100%	Agency Funded CIP
Agency Reference #:	112388			
2. Contract start date:				
a. Effective upon Board Examiner's approval? Anticipated BOE me	•	other effective c	date 02/04/2019	
Retroactive?	No			
If "Yes", please explain				
Not Applicable				
3. Termination Date:	06/30/2023			
Contract term:	4 years and 146 day	ys		
4. Type of contract:	Contract			
Contract description:	Arch/Eng			
5 Durpose of contract:				

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the AASF Lighting Retrofit and Day lighting Design for the Nevada Army National Guard in Reno project will include the retrofit of the existing fixtures with LED Light Sources, install ceiling mount occupancy sensors with relays, and provide day lighting controls: CIP Project No. 19-A004; Contract No. 112388.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00** Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Agency CIP.

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering Services are provided by SPWD to support the State engineering services to meet the goals established by the Legislature.

9.	. Were quotes or proposals solicited	?	Νο						
	Was the solicitation (RFP) done by		No						
	Division?	ere solicited to submit pro	nosals (include at least three).						
a. List the names of vendors that were solicited to submit proposals (include at least three): Not Applicable									
	b. Soliciation Waiver: Professional Service (As defined in NAC 333.150) c. Why was this contractor chosen in preference to other?								
	d. Last bid date:	Anticipated re-bio	l date:						
10	. Does the contract contain any IT co	·	No						
	. Is there an Indirect Cost Rate or Pe	•	ractor? r Percentage Paid to the Contractor						
	Not Applicable								
12.	. a. Is the contractor a current emplo employee of the State of Nevada? No	yee of the State of Nevada	a or will the contracted services be performed by a current						
	b. Was the contractor formerly emp performed by someone formerly en No	loyed by the State of Neva nployed by the State of Ne	ada within the last 24 months or will the contracted services be wada within the last 24 months?						
	No If "Yes", please explai	•	divisions or by any other government?						
	Not Applicable								
13.	. Has the contractor ever been enga No If "Yes", specify when agency has been veri	and for which agency and	State agency? I indicate if the quality of service provided to the identified						
	Not Applicable								
14.	. Is the contractor currently involved	•							
	No If "Yes", please provid Not Applicable	le details of the litigation a	nd facts supporting approval of the contract:						
15	. The contractor is registered with the	a Nevada Secretary of Sta	ite's Office as a:						
10.	Nevada Corporation	e Nevada Secretary of Sta							
16.	a. Is the Contractor Name the same Yes	e as the legal Entity Name	?						
17.	a. Does the contractor have a curre	ent Nevada State Business	s License (SBL)?						
18.	. a. Is the legal entity active and in go Yes	ood standing with the Nev	ada Secretary of State's Office?						
19.	Agency Field Contract Monitor: Aviles, Jason, Project Manager	Ph: 775-684-4141							
20.	Contract Status:								
	Contract Approvals:								
	Approval Level	User	Signature Date						
	Budget Account Approval	Imars1	01/25/2019 08:03:18 AM						
	Division Approval	Imars1	01/25/2019 08:03:22 AM						
	Department Approval Contract Manager Approval	lmars1 Imars1	01/25/2019 08:03:25 AM 01/25/2019 08:03:30 AM						
	Budget Analyst Approval	jrodrig9	01/25/2019 08:05:30 AM 02/04/2019 00:12:23 AM						

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21479

				Legal Entity Name:	WOOD RODGERS, INC.	
	Agency Name:	ADMIN - STATE F DIVISION	PUBLIC WORKS	Contractor Name:	WOOD RODGERS, INC.	
	Agency Code:	082		Address:	1361 CORPORATE BOULEVARD	
	Appropriation Unit:	All Appropriation	S			
	Is budget authority available?:	Νο		City/State/Zip	RENO, NV 89502	
	If "No" please expla where the project w and contractor pays the initiating agency will reside in agency category 10, Army	rill be managed by the ment responsibilitie y. Funding and exp y budget account 3	the SPWD. Funding s will remain with penditure authority	Contact/Phone:	775-823-4068	
				Vendor No.:	T29006428A	
				NV Business ID:	NV20031304987	
	To what State Fisca	al Year(s) will the c	ontract be charged?	2019-2022		
	What is the source the contractor will b	of funds that will be be paid by multiple f	e used to pay the contr funding sources.	actor? Indicate the pe	rcentage of each funding source if	
	General Fu	nds 0.00 %	Fees	0.00 %		
	Federal Fur	nds 0.00 %	Bonds	0.00 %		
	Highway Fu	inds 0.00 %	X Other funding	g 100.00 % 100%	Agency Funded CIP	
	Agency Reference	#: 112338				
2.	Contract start date:					
	a. Effective upon E Examiner's app	Board of No roval?	or b. other effective	e date 02/04/2019)	
	Anticipated BC	DE meeting date	03/2019			
	Retroactive?	No				
	If "Yes", please exp	olain				
	Not Applicable					
3.	Termination Date:	06/30/2022				
	Contract term:	3 years and	d 146 days			
4.	Type of contract:	Contract	-			
	Contract description	n: Arch/Eng				
	•	5				

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Perimeter Security Fence Install at the Harry Reid Training Center in Reno project will provide services to design and construct approximately 5,700 linear feet of perimeter security fence and access road along the west boundary: SPWD Project No. 19-A006; Contract No. 112338.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,800.00** Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Agency CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering Services are provided by SPWD to support the State engineering services to meet the goals established by the Legislature.

9.	Were quotes or proposals solicited?		No						
	Was the solicitation (RFP) done by t	he Purchasing	No						
	Division? a. List the names of vendors that were solicited to submit proposals (include at least three):								
	Not Applicable								
	b. Soliciation Waiver: Professional	•	AC 333.150)						
	c. Why was this contractor chosen in								
	Demonstrated the required expertise d. Last bid date:	Anticipated re-bid	date:						
10	Does the contract contain any IT contain	•	No						
	OTHER INFORMATION								
11.	Is there an Indirect Cost Rate or Per	centage Paid to the Contra	actor?						
		e the Indirect Cost Rate or	Percentage Paid to the Contractor						
40	Not Applicable								
12.	a. Is the contractor a current employ employee of the State of Nevada? No	ee of the State of Nevada	or will the contracted services be performed by a current						
	b. Was the contractor formerly empl performed by someone formerly em No	oyed by the State of Nevad ployed by the State of Nev	da within the last 24 months or will the contracted services be ada within the last 24 months?						
	c. Is the contractor employed by any No If "Yes", please explain	•	livisions or by any other government?						
	Not Applicable								
13.	Has the contractor ever been engag No If "Yes", specify when a agency has been verifi	and for which agency and i	State agency? indicate if the quality of service provided to the identified						
	Not Applicable								
14.	Is the contractor currently involved in	n litigation with the State of	f Nevada?						
	· • • •	e details of the litigation an	d facts supporting approval of the contract:						
	Not Applicable								
15.	The contractor is registered with the Foreign Corporation	Nevada Secretary of State	e's Office as a:						
16.	a. Is the Contractor Name the same Yes	as the legal Entity Name?							
17.	a. Does the contractor have a current Yes	nt Nevada State Business	License (SBL)?						
18.	a. Is the legal entity active and in go Yes	od standing with the Neva	da Secretary of State's Office?						
19.	Agency Field Contract Monitor: Wacker, Brian, Project Manager	Ph: 775-684-4141							
20.	Contract Status:								
	Contract Approvals:								
	Approval Level	User	Signature Date						
	Budget Account Approval	Imars1	01/25/2019 07:35:54 AM						
	Division Approval	Imars1	01/25/2019 07:35:57 AM						
	Department Approval	Imars1	01/25/2019 07:36:01 AM						
	Contract Manager Approval	Imars1	01/25/2019 07:36:04 AM						
	Budget Analyst Approval	jrodrig9	02/04/2019 00:15:07 AM						

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21440

				Legal Entity Name:	Change Matrix, LLC
	Agency Name:	NDE - DEPART EDUCATION	MENT OF	Contractor Name:	Change Matrix, LLC
	Agency Code:	300		Address:	2251 North Rampart Blvd #365
	Appropriation Unit:	2721-41			
	Is budget authority available?:	Yes	5	City/State/Zip	Las Vegas, NV 89128
	If "No" please expl	ain: Not Applicat	ble	Contact/Phone:	Suganya Sockalingam, PhD 702-219- 7379
				Vendor No.:	T29041571
				NV Business ID:	NV20091138717
	To what State Fisc	al Year(s) will the	e contract be charged?	2019-2020	
	What is the source the contractor will b	of funds that will be paid by multipl	be used to pay the contract e funding sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	X Federal Fu		Bonds	0.00 %	
	Highway F	unds 0.00 %	Other funding	0.00 %	
	Agency Reference	#: 300			
2	. Contract start date a. Effective upon I Examiner's app Anticipated B	Board of N	or b. other effective o	date 02/04/2019)
	Retroactive?	No			
	If "Yes", please ex	olain			
	Not Applicable				
3	. Termination Date:	09/29/20	19		
	Contract term:	236 days	5		
4	. Type of contract:	Contract			
	Contract descriptio	n: Training	Assistance		
5	Purpose of contrac				
	This is a new con plans and measur is the Time-Projec	rement of progre	ess, focusing on overall o	and technical assis objectives and prog	stance, including review of strategic gram sustainability for the Nevada Now
~					

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00** Other basis for payment: Upon receipt of monthly invoices per payment schedule of deliverables/timeline schedule

II. JUSTIFICATION

- 7. What conditions require that this work be done?
 Provisions of the grant award require training/technical assistance of the program.
- 8. Explain why State employees in your agency or other State agencies are not able to do this work: It is appropriate to have outside training/technical assistance of the program.

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):

Center for Applied Research Solutions (CARS) WestEd Change Matrix

b. Soliciation Waiver: Not Applicable

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

This was the only contractor who submitted an application for this contract.

d. Last bid date: 12/10/2018 Anticipated re-bid date:

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

No

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

No If "Yes", please explain

Not Applicable

- 13. Has the contractor ever been engaged under contract by any State agency?
 - No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

No

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:
- 20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	01/11/2019 13:50:44 PM
Division Approval	amccalla	01/11/2019 13:50:47 PM
Department Approval	amccalla	01/11/2019 13:50:49 PM
Contract Manager Approval	amccalla	01/11/2019 13:50:52 PM
Budget Analyst Approval	cbrekken	02/04/2019 10:30:56 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21199

					Legal Entity Name:	COMTECH BUSINESS SYSTEMS INC
	Agency Name:	DHHS - PU HEALTH	BLIC AND BE	HAVIORAL	Contractor Name:	COMTECH BUSINESS SYSTEMS INC
	Agency Code:	406			Address:	DBA COMTECH COMMUNICATIONS
	Appropriation Unit:	3161-07				3013 N RANCHO DR STE 113
	Is budget authority available?:		Yes		City/State/Zip	LAS VEGAS, NV 89130-3348
	If "No" please expla	ain: Not App	licable		Contact/Phone:	Tommy Holdmann 702/221-9221
					Vendor No.:	PUR0004539
					NV Business ID:	NV19911016899
	To what State Fisca	()		•	2019-2021	
	What is the source the contractor will b	of funds that be paid by m	t will be used to ultiple funding :	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	X General Fu	nds 100.0	0 %	Fees	0.00 %	
	Federal Fur	nds 0.0	0 %	Bonds	0.00 %	
	Highway Fu	unds 0.0	0 %	Other funding	0.00 %	
	Agency Reference	#: C 16	909			
2.	Contract start date:					
	a. Effective upon E Examiner's appr	roval?		other effective o	date 01/23/2019)
	Anticipated BC	DE meeting of	date 03/2	2019		
	Retroactive?		No			
	If "Yes", please exp	olain				
	Not Applicable					
3.	Termination Date:	12/31	1/2020			
	Contract term:	1 yea	ar and 343 day	/S		
4.	Type of contract:	Cont	ract			
	Contract description	n: Vide	o Surveillance	9		
5	Purpose of contract	t.				
		tract to prov	vide ongoing s Idings on cam	services to clea	n, adjust, install ad	ditional cameras and maintain existing
6.	NEW CONTRACT					
	The maximum amo	ount of the co	ontract for the to	erm of the contra	act is: \$49,000.00	
	Other basis for pay	ment: Payme	ent upon receip	ot of invoice		
J	USTIFICATION					
7.	What conditions red	quire that this	s work be done	?		
	To secure and pressecurity of the cam	serve the life, pus buildings	, health, and sa s and property.	afety of Southern	Nevada Adult Ment	al Health patients and staff as well as
8.	Explain why State	emplovees ir	n your agency o	or other State ag	encies are not able t	to do this work:
					surveillance video e	
9	Were quotes or pro				Yes	
5.	Was the solicitation	•		asina	No	
	Division?		.,	5		
	a. List the names o	f vendors that	at were solicite	d to submit prop	osals (include at leas	st three):

Comtech	
Master Installers	
Diversified Protection Systems	

b. Soliciation Waiver: Not Applicable

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

In accordance with NRS 333, the vendor was selected by an informal selection committee.

d. Last bid date: 10/03/2018 Anticipated re-bid date: 06/30/2020

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

No

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

If "Yes", please explain No

Not Applicable

- 13. Has the contractor ever been engaged under contract by any State agency?
 - No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

No

14. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 15. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

- 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes
- 19. Agency Field Contract Monitor:
- 20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	11/06/2018 08:49:28 AM
Division Approval	rmorse	01/16/2019 11:34:39 AM
Department Approval	mwinebar	01/18/2019 14:11:50 PM
Contract Manager Approval	rmorse	01/18/2019 15:52:19 PM
Budget Analyst Approval	afrantz	01/23/2019 08:31:44 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21194

			Legal Entity Name:	Cummins Sales & Service Generator Maintenance
	IS - PUBLIC AND BEH	AVIORAL	Contractor Name:	Cummins Sales & Service Generator Maintenance
Agency Code: 406			Address:	2807 E. Alexander Rd.
Appropriation Unit: 3161	I-07			
Is budget authority available?:	Yes		City/State/Zip	North Las Vegas, NV 89030
If "No" please explain: N	lot Applicable		Contact/Phone:	Wendy J. Minchow 7023992339
			Vendor No.:	T27042459
			NV Business ID:	NV20171009441
To what State Fiscal Yea	ar(s) will the contract be	charged?	2019-2021	
What is the source of fur the contractor will be pai			tor? Indicate the per	centage of each funding source if
X General Funds	100.00 %	Fees	0.00 %	
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	Other funding	0.00 %	
Agency Reference #:	C 16907			
2. Contract start date:				
a. Effective upon Board Examiner's approval?		other effective d	ate 01/30/2019	
Anticipated BOE m	eeting date 03/20	19		
Retroactive?	No			
If "Yes", please explain				
Not Applicable				
3. Termination Date:	12/31/2020			
Contract term:	1 year and 336 days	;		
4. Type of contract:	Contract			
Contract description:	Generator Maint.			
5. Purpose of contract:				
	that continues ongoin	g service testi	ng and maintenand	ce of campus wide emergency
6. NEW CONTRACT				

The maximum amount of the contract for the term of the contract is: \$20,763.64

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to Joint Commission accreditation standards for health and safety, this equipment needs to be serviced to meet the needs of the Southern Nevada Adult Mental Health Services campus in the event of a power failure. If the generators are not properly maintained and serviced, the life expectancy can be shortened as well as having the potential for catastrophic failure.

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

There are currently no State employees at this agency or available within the State to do the required work needed to maintain this equipment to safety standard.

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):

Cummins Sales & Services Loftin Equipment Co. Cashman Equipment b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other? In accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee. d. Last bid date: 09/13/2018 Anticipated re-bid date: 06/30/2020 10. Does the contract contain any IT components? No III. OTHER INFORMATION 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain No Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the guality of service provided to the identified No agency has been verified as satisfactory: Not Applicable 14. Is the contractor currently involved in litigation with the State of Nevada? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Not Applicable 15. The contractor is registered with the Nevada Secretary of State's Office as a: **Foreign Corporation** 16. a. Is the Contractor Name the same as the legal Entity Name? Yes 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes 19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

User	Signature Date
rmorse	01/18/2019 14:57:19 PM
rmorse	01/18/2019 14:57:22 PM
mwinebar	01/28/2019 09:32:32 AM
rmorse	01/29/2019 11:05:28 AM
afrantz	01/30/2019 08:50:11 AM
	rmorse rmorse mwinebar rmorse

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Numb						
	er: 1944	1		Amendment Number:	1	
				Legal Entity Name:	RELIANT ELECTRIC, LLC	
Agency Name:	DHH: HEAI		ID BEHAVIORAL	Contractor Name:	RELIANT ELECTRIC, LLC	
Agency Code:	406	07		Address:	685 EDISON WAY	
Appropriation L Is budget autho		-07 Yes		City/State/Zip	RENO, NV 89502	
available?: If "No" please e	explain: N	ot Applicable		Contact/Phone:	Matt Cottom 775/342-2900	
				Vendor No.:	T29033216	
To what State F	- iscal Yea	r(s) will the cor	tract be charged?	NV Business ID: 2018-2020	20061203512	
What is the souther the contractor w	rce of fun vill be paic	ds that will be u	used to pay the contrac	ctor? Indicate the pe	rcentage of each funding sourc	ce if
X Genera	l Funds	100.00 %	Fees	0.00 %		
Federal	Funds	0.00 %	Bonds	0.00 %		
Highwa	y Funds	0.00 %	Other funding	0.00 %		
Agency Refere	-	C 16342	C C			
2. Contract start d	ate.					
a. Effective up Examiner's	on Board	of No	or b. other effective of	date 02/02/2018	3	
	••	eting date	03/2019			
Retroactive?		No				
If "Yes", please	explain					
Not Applicable	;					
3. Previously App						
Termination Da	roved te:	06/30/2019				
Contract term:	roved te:	06/30/2019 2 years and	148 days			
Termination Da	te:		148 days			
Termination Da Contract term:	te: :t:	2 years and	-			
Termination Da Contract term: 4. Type of contract	te: ct: ption:	2 years and Contract	-			
Termination Da Contract term: 4. Type of contrac Contract descri 5. Purpose of con This is the firs Mental Health	te: ption: tract: t amendn Services 2019 to J	2 years and Contract Electrical Se nent to the ori (NNAMHS) an une 30, 2020, 5	rvice ginal contract which d Lakes Crossing Ce	nter (LCC). This an	services to Northern Nevada nendment extends the expira m \$24,000 to \$48,500 due to	tion date
Termination Da Contract term: 4. Type of contract Contract descri 5. Purpose of con This is the firs Mental Health from June 30,	te: ption: tract: t amendn Services 2019 to J cetrical up	2 years and Contract Electrical Se nent to the ori (NNAMHS) an une 30, 2020, a ogrades.	rvice ginal contract which d Lakes Crossing Ce and increases the ma	nter (LCC). This an aximum amount fro	nendment extends the expira m \$24,000 to \$48,500 due to	ition date increases
 Termination Da Contract term: 4. Type of contract Contract descri 5. Purpose of con This is the firs Mental Health from June 30, in required ele 6. CONTRACT AI 	te: ption: tract: t amendn Services 2019 to J ctrical up MENDMEI	2 years and Contract Electrical Se nent to the ori (NNAMHS) an une 30, 2020, a ogrades.	rvice ginal contract which d Lakes Crossing Ce and increases the ma Trans \$	nter (LCC). This an aximum amount fro	nendment extends the expira m \$24,000 to \$48,500 due to um \$ Action Accum \$	ition date increases Agenda
 Termination Da Contract term: 4. Type of contract Contract descri 5. Purpose of con This is the firs Mental Health from June 30, in required ele 6. CONTRACT AN 1. The max contract 	te: ption: tract: t amendn Services 2019 to J ctrical up MENDMEI	2 years and Contract Electrical Se ment to the ori (NNAMHS) an une 30, 2020, a ogrades.	rvice ginal contract which d Lakes Crossing Ce and increases the ma Trans \$ \$24,000.00	nter (LCC). This an eximum amount fro Info Acc \$24,00	um \$ Action Accum \$ 00.00 \$24,000 to \$48,500 due to	ition date increases Agenda Yes - Info
 Termination Da Contract term: 4. Type of contract Contract descri 5. Purpose of con This is the firs Mental Health from June 30, in required ele 6. CONTRACT AN 1. The max contract 	te: ption: tract: t amendn Services 2019 to J ctrical up MENDMEI	2 years and Contract Electrical Se nent to the ori (NNAMHS) an une 30, 2020, a ogrades.	rvice ginal contract which d Lakes Crossing Ce and increases the ma Trans \$	nter (LCC). This an eximum amount fro Info Acc \$24,00	um \$ Action Accum \$ 00.00 \$24,000.00	ition date increases Agenda
 Termination Da Contract term: 4. Type of contract Contract descri 5. Purpose of con This is the firs Mental Health from June 30, in required ele 6. CONTRACT AN 1. The max contract: 2. Amount (#1): 	te: ption: tract: t amendn Services 2019 to J ctrical up MENDMEI	2 years and 2 Contract Electrical Se nent to the ori (NNAMHS) an une 30, 2020, 2 ogrades. NT of the original amendment	rvice ginal contract which d Lakes Crossing Ce and increases the ma Trans \$ \$24,000.00	Info Acc (1) Solution (1) Solut	um \$ Action Accum \$ 00.00 \$24,000 to \$48,500 due to	ition date increases Agenda Yes - Info

II. JUSTIFICATION

7. What conditions require that this work be done?

	This work is required for the safety	and well-being of consul	mers, staff and visitors to the NNAMHS campus.
8.	. Explain why State employees in yo	our agency or other State	agencies are not able to do this work:
	Current staff does not have the spe	ecialized equipment, tool	s or expertise to perform these services.
9.	. Were quotes or proposals solicited		Yes
	Was the solicitation (RFP) done by Division?	the Purchasing	No
	a. List the names of vendors that w	vere solicited to submit pr	oposals (include at least three):
	Reliant Electrical Complete Electrical The Electric Comapny		
	b. Soliciation Waiver: Not Applical		
	c. Why was this contractor chosen		
	Vendor submitted the highest quali selection committee.		
	d. Last bid date: 09/11/2017	7 Anticipated re-b	id date: 04/01/2020
10.	. Does the contract contain any IT co	omponents?	No
III. C	OTHER INFORMATION		
11.	. Is there an Indirect Cost Rate or Pe	ercentage Paid to the Co	ntractor?
	No If "Yes", please provid	de the Indirect Cost Rate	or Percentage Paid to the Contractor
	Not Applicable		
12.	employee of the State of Nevada?	oyee of the State of Neva	da or will the contracted services be performed by a current
	Νο		
	 b. Was the contractor formerly emp performed by someone formerly er 	ployed by the State of Ne	vada within the last 24 months or will the contracted services be levada within the last 24 months?
	No		
	c. Is the contractor employed by ar	ny of Nevada's political su	ubdivisions or by any other government?
	No If "Yes", please expla		
	Not Applicable		
13.	. Has the contractor ever been enga	• •	
	agency has been veri	fied as satisfactory:	nd indicate if the quality of service provided to the identified
	FY2014 - Nevada State Public Wol FY2016 - Northern Nevada Adult M	rks Board - Satisfactory /ental Health Services - \$	Satisfactory
14.	. Is the contractor currently involved	in litigation with the State	e of Nevada?
	· • •	de details of the litigation	and facts supporting approval of the contract:
	Not Applicable		
15.	. The contractor is registered with th LLC	e Nevada Secretary of S	tate's Office as a:
16.	. a. Is the Contractor Name the sam	e as the legal Entity Nam	ne?
47	Yes	ont Novada Otata Dualis	an Lineman (CRL)2
17.	a. Does the contractor have a curre Yes	ent ivevada State Busine	SS LICENSE (SBL)?
18.	. a. Is the legal entity active and in g Yes	ood standing with the Ne	vada Secretary of State's Office?
19.	. Agency Field Contract Monitor:		
	. Contract Status:		
	Contract Approvals:		
	Approval Level	User	Signature Date
	Budget Account Approval	rmorse	11/08/2018 08:26:03 AM
	Division Approval	rmorse	11/28/2018 11:24:33 AM

Department Approval

mwinebar

01/18/2019 12:33:25 PM

Contract Manager Approval Budget Analyst Approval rmorse afrantz 01/18/2019 15:40:21 PM 01/24/2019 14:45:35 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21441

				Legal Entity Name:	ROSE FOUNDATION
	Agency Name:	DHHS - WELFARE SUPPORTIVE SER		Contractor Name:	ROSE FOUNDATION / SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
	Agency Code:	407		Address:	5390 E. FLAMINGO
	Appropriation Unit:	4862-04			
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89122
	If "No" please expla	ain: Not Applicable		Contact/Phone:	702/477-3129
				Vendor No.:	T80095680
				NV Business ID:	NV20001519130
	To what State Fisca	al Year(s) will the cor	ntract be charged?	2019-2022	
	What is the source the contractor will b	of funds that will be be paid by multiple fu	used to pay the contrac nding sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	X Federal Fur	nds 32.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	X Other funding	68.00 % Unive	rsal Energy Charge
	Agency Reference	#: 407			
2.	Contract start date:				
	a. Effective upon E Examiner's appr	roval?	or b. other effective of	date 07/01/2018	3
		DE meeting date	03/2019		
	Retroactive? If "Yes", please exp	Yes blain			
	previously approv	II Agency Memo #20 red Provider Agreen e to be replaced by	nents and that all exis	s Finance Office m sting Provider Agre	andated agencies no longer use eements in place must be terminated by
3.	Termination Date:	06/30/2022			
	Contract term:	4 years			
4	Type of contract:	Contract			
	Contract description		Site		
_					
э.	Purpose of contrac		aina aomina farinta		explication excitance for home
	energy benefits to	low income and se	enior populations.	ike sites to provide	application assistance for home
A	NEW CONTRACT				
0.		unt of the contract fo	or the term of the contra	act is: \$10 000 00	
			e rate of \$10.00 per pe		ion
	i ayment ior service			r completed applicat	
L.					
J	USTIFICATION				

7. What conditions require that this work be done?
 Funding through the Low Income Home Energy Assistance Program block grant allows for increased program access for applicants by collaboration with various entities to assist with the EAP application completion process.

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

These various public and non-profit vendors assist with the EAP application process, which significantly decreases processing time by state employees.

9. Were quotes or proposals solicited?	Yes
Was the solicitation (RFP) done by the Purchasing Division?	No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Cappalappa Family Resource Center Food Bank of Northern Nevada Boys & Girls Club of Las Vegas Rose Foundation/SNRHA

b. Soliciation Waiver: Not Applicable

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

The vendor is one of multiple qualified vendors selected to perform this service across the State to ensure EAP Assistance is more accessible to all Nevadans.

No

d. Last bid date: 06/04/2018 Anticipated re-bid date: 04/04/2022

10. Does the contract contain any IT components?

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid	to the Contractor
--	-------------------

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

N	0	lf "Yes",	please explain			
Not Ap	plicat	ole				

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has previously contracted with the Division of Welfare & Supportive Services as an EAP Intake Site and has provided satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation

Non-pront Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

No	b. If "No", please explain:	
DBA		

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

19. Agency Field Contract Monitor:

Betsy Ransdell, SSPS III, Employment & Support Services Ph: (775) 684-0552

20. Contract Status:

Contract Approvals:		
Approval Level	User	Signature Date
Budget Account Approval	cbuscay	02/01/2019 10:33:39 AM
Division Approval	cbuscay	02/01/2019 10:33:44 AM
Department Approval	mwinebar	02/05/2019 12:34:49 PM
Contract Manager Approval	mpomerle	02/05/2019 16:25:43 PM
Budget Analyst Approval	bwooldri	02/07/2019 12:08:22 PM



RICHARD WHITLEY, MS Director

> STEVE H. FISHER Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF WELFARE AND SUPPORTIVE SERVICES

1470 College Parkway Carson City, NV, 89706 Telephone (775) 684-0500 • Fax (775) 684-0614 http://dwss.nv.gov

January 08, 2019

- To: Nikki Hovden, Budget Officer II Governor's Finance Office
- Through:Richard Whitley, DirectorDepartment of Health and Human Services
- From: Steve H. Fisher, Administrator
- Re: Retroactive approval to July 01, 2018 of the Independent Contract between the Division of Welfare and Supportive Services (DWSS) and Rose Foundation/ Southern Nevada Regional Housing Authority

This independent contract is to continue to assist low income and senior populations of Nevada with Energy Assistance Program application completion. The services described above were originally in place through a Provider Agreement with the vendor that was to be terminated on June 30, 2020. At the end of December 2017, the State was mandated to discontinue the use of Provider Agreements and to terminate all existing Provider Agreements in place by June 30, 2018. On June 01, 2018, a memorandum regarding the termination was sent to all EAP Intake Site vendors under contract through Provider Agreements (including Rose Foundation). The memorandum also stated that an informal solicitation would be released by June 04, 2018 to replace all Provider Agreements with contracts for all qualified vendors.

The informal solicitation was emailed to all potential EAP Intake Site vendors and the solicitation was also posted to the DWSS Energy Assistance Program webpage. Unfortunately, due to issues with staff turnover, the Rose Foundation did not understand that their current Provider Agreement was to be terminated with our agency at the end of June 2018 and the Rose Foundation continued to provide EAP application assistance services since the termination of their Agreement. Betsy Ransdell, the Social Services Program Specialist over the EAP and myself made multiple attempts to contact the Rose Foundation between July and December to explain the situation. Due to changes in staff, their proposal wasn't submitted until the beginning of January 2019.

The Rose Foundation helps process over 250 EAP applications per year and is an integral part in helping Nevadans gain access to the EAP program. The DWSS would like to maintain a partnership with this vendor and is requesting that the Rose Foundation contract be approved retroactively to July 1, 2018.

Thank you,

Monique Pomerleau, MA II Division of Welfare and Supportive Services

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21422

				Legal Entity Name:	Nevada PEP, Inc.
	Agency Name:	DHHS - DIVISIO FAMILY SERVIC	N OF CHILD AND ES	Contractor Name:	Nevada PEP, Inc.
	Agency Code:	409		Address:	7211 W. Charleston Blvd.
	Appropriation Unit:	3145-14			
	Is budget authority available?:	Yes		City/State/Zip	Las Vegas, NV 89117-1638
	If "No" please expla	ain: Not Applicable	9	Contact/Phone: Vendor No.:	Karen Taycher 702-388-8899
				NV Business ID:	NV19931063169
	To what State Fisca	al Year(s) will the	contract be charged?	2019	
		of funds that will b	be used to pay the contract	ctor? Indicate the pe	rcentage of each funding source if
	X General Fur	nds 100.00 %	Fees	0.00 %	
	Federal Fur	nds 0.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon B Examiner's appr		or b. other effective of	date 07/01/2018	3
	Anticipated BC	DE meeting date	03/2019		
	Retroactive?	Yes			
	If "Yes", please exp	olain			
	The retroactive sta continue to meet a	art date is due to active deadlines.	the immediate need for Future needs shall be f	facilitation, consu filled prior to the ex	Itation and supportive services to piration of this contract.
3.	Termination Date:	06/30/201	9		
	Contract term:	364 days			
4.	Type of contract:	Contract			
	Contract description	n: Consortia	Support		
5.	Purpose of contract	t:			
			ngoing supportive serv	ices to the Washoe	County and Rural Children's Mental
6.	NEW CONTRACT				
		unt of the contrac	t for the term of the contra	act is: \$15,120.00	
	Other basis for pay	ment: \$31.75 per	hour for MSW; \$65 per h	our for PhD; \$1,120	Indirect Cost
J	USTIFICATION				
7.	What conditions rec	quire that this worl	k be done?		
	The work to be con-	ducted by each of	the Regional Consortia is e in conducting business.	s in NRS 433B.333.	Each body needs
8	Explain why State e	employees in your	agency or other State ag	encies are not able t	to do this work:
0.					er to determine if they need specialty work
9.	Were quotes or pro	posals solicited?		Yes	
	Was the solicitation Division?		e Purchasing	No	

a. List the names of vendors that were solicited to submit proposals (include at least three):

	Marathon Staffing ManPower		
	Nevada PEP Inc.		
	b. Soliciation Waiver: Not Applica	ble	
	c. Why was this contractor chosen	in preference to othe	er?
	This was the lowest responsible ve	endor.	
	d. Last bid date: 06/01/201	8 Anticipated	re-bid date: 04/22/2019
10.	Does the contract contain any IT c	omponents?	No
. C	THER INFORMATION		
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the	e Contractor?
		•	Rate or Percentage Paid to the Contractor
	8%		<u>v</u>
		ovee of the State of N	levada or will the contracted services be performed by a current
	employee of the State of Nevada?	.,	······································
	Νο		
	b. Was the contractor formerly em performed by someone formerly e No	ployed by the State o mployed by the State	f Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?
		•	al subdivisions or by any other government?
	No If "Yes", please expla	ain	
	Not Applicable		
13.	Has the contractor ever been enga	aged under contract b	by any State agency?
	No If "Yes", specify when agency has been ver	n and for which agene ified as satisfactory:	cy and indicate if the quality of service provided to the identified
	Not Applicable		
14.	Is the contractor currently involved	•	
		de details of the illiga	tion and facts supporting approval of the contract:
	Not Applicable		
	The contractor is registered with the	ne Nevada Secretary	of State's Office as a:
15.	Non-profit Corporation		
	Non-profit Corporation	e as the legal Entity	Name?
	0	e as the legal Entity	Name?
16.	Non-profit Corporation a. Is the Contractor Name the sam Yes	e as the legal Entity	Name?
16. 17.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g		Name? e Nevada Secretary of State's Office?
16. 17. 18.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes		
16. 17. 18.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes Agency Field Contract Monitor:	good standing with the	e Nevada Secretary of State's Office?
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program	good standing with the	e Nevada Secretary of State's Office?
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program I Contract Status:	good standing with the	e Nevada Secretary of State's Office?
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program I Contract Status: Contract Approvals:	good standing with the Planner 2 Ph: 775-6	e Nevada Secretary of State's Office? 88-3764
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program I Contract Status: Contract Approvals: Approval Level	good standing with the Planner 2 Ph: 775-6 User	e Nevada Secretary of State's Office? 88-3764 Signature Date
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program I Contract Status: Contract Approvals: Approval Level Budget Account Approval	good standing with the Planner 2 Ph: 775-6 User mmason	e Nevada Secretary of State's Office? 88-3764 Signature Date 01/16/2019 17:49:07 PM
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in or Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program I Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	good standing with the Planner 2 Ph: 775-6 User mmason mgalli	e Nevada Secretary of State's Office? 88-3764 Signature Date 01/16/2019 17:49:07 PM 01/17/2019 12:08:45 PM
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program I Contract Status: Contract Approvals: Approval Level Budget Account Approval	good standing with the Planner 2 Ph: 775-6 User mmason	e Nevada Secretary of State's Office? 88-3764 Signature Date 01/16/2019 17:49:07 PM
16. 17. 18. 19.	Non-profit Corporation a. Is the Contractor Name the sam Yes Not Applicable a. Is the legal entity active and in or Yes Agency Field Contract Monitor: Kristen Rivas, Clinical Program I Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	good standing with the Planner 2 Ph: 775-6 User mmason mgalli	e Nevada Secretary of State's Office? 88-3764 Signature Date 01/16/2019 17:49:07 PM 01/17/2019 12:08:45 PM



ROSS E. ARMSTRONG Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF CHILD AND FAMILY SERVICES 4126 TECHNOLOGY WAY, SUITE 300 CARSON CITY, NV 89706 Telephone (775) 684-4400 • Fax (775) 684-4455 dcfs.nv.gov

MEMORANDUM

TO:	Nikki Hovden, Executive Branch Budget Officer Governor's Finance Office
THROUGH:	Richard Whitley, Director Department of Health and Human Services
THROUGH:	Ross Armstrong, Administrator Mb Ross Armstrong Division of Child and Family Services for Ross Armstrong
FROM:	Katrina Nielsen, ASO IV Division of Child and Family Services
DATE:	01-11-2019
SUBJECT:	Retroactive Contract – Facilitation, Consultation and Support Services for the Regional Children's Mental Health Consortia (NRS 433B.333)

A retroactive effective date of July 1, 2018 is requested for the contract between the Division of Child and Family Services (DCFS) and Nevada PEP, Inc. in order to provide facilitation, consultation and support services to the Regional Consortia (NRS 433B.333).

These bodies have significant expertise in the area of Children's Mental Health that is specific to each Region within the state (Clark, Washoe, and Rural). The services that they need are specialized and the positions needed to be filled have to have knowledgeable folks that the other Consortia members feel will fit the needs of the body and have the specific pin point knowledge to serve and produce the deliverable that will provide the outcomes intended. The indicated representatives working with each group were voted on by a majority vote for each Regional Consortium.

Services began before the contract was approved due to the immediate need for facilitation, consultation and support services to continue to meet active deadlines. Therefore, in order to meet the needs of these Consortia, we are requesting retroactive approval of this contract. In the future the contract will be initiated prior to the expiration.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact Kristen S. Rivas, DCFS, Planning and Evaluation Unit at 775-688-3764.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21426

					Legal Entity Name:	BISBEE, PATRICIA L
	Agency Name:	-	DIVISION SERVICE	OF CHILD AND S	Contractor Name:	BISBEE, PATRICIA L
	Agency Code:	409			Address:	1189 TOWNHOUSE CIR APT D
	Appropriation Unit:	3229-04				
	Is budget authority available?:		Yes		City/State/Zip	GARDNERVILLE, NV 89410-5164
	If "No" please expla	ain: Not A	Applicable		Contact/Phone:	Patricia Bisbee 775/267-7054
					Vendor No.:	T27030735
					NV Business ID:	NV20151105336
	To what State Fisca	al Year(s)	will the co	ntract be charged?	2019-2022	
	What is the source the contractor will b				ctor? Indicate the per	rcentage of each funding source if
	X General Fu	nds 5	0.00 %	Fees	0.00 %	
	X Federal Fur	nds 5	0.00 %	Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Other funding	0.00 %	
2	Contract start date:			-		
	a. Effective upon E Examiner's appr	Board of	No	or b. other effective	date 01/28/2019	
	Anticipated BC		ng date	03/2019		
	Retroactive?		No			
	If "Yes", please exp	olain				
	Not Applicable					
3	Termination Date:	Of	6/30/2022			
0.	Contract term:		years and	153 days		
4	Type of contract:		ontract	•		
	Contract description	-	anslation	Services		
5.	Purpose of contract	t:				
	· ·		rovide Spa	anish interpretation s	ervices for Rural Re	gion families.
6	NEW CONTRACT	•		-		
0.		unt of the	contract f	or the term of the contra	act is: \$22 000 00	
				ne rate of \$65.00 per Ho		
	i aymentiol service		made at th	ie late of \$05.00 per lit	Jui	
	Other basis for pay		ara is a two	(2) hour minimum Af	ter 2 hours, time is hi	illed in 30 minute increments
	Other basis for pay		ere is a two	o (2) hour minimum. Af	ter 2 hours, time is bi	illed in 30 minute increments
JI	Other basis for pay		ere is a two	o (2) hour minimum. Af	ter 2 hours, time is bi	illed in 30 minute increments
		ment: The		. ,	ter 2 hours, time is bi	illed in 30 minute increments
	USTIFICATION What conditions red When casework stanecessary to ensure to ensure their due efforts begin and if	ment: The quire that aff are ser e their un process. unsucces	this work this work the second	be done? report of abuse or negling of our process, assisted are must be removed for the termoved for termoved for the termoved for	ect and the family sp with the assessmen rom their home due y for the children with	eaks only Spanish, an interpreter is t of the incident and family functioning and to safety reasons, per statute, reunification n relative, fictive kin or adoption is
7.	USTIFICATION What conditions red When casework sta necessary to ensure to ensure their due efforts begin and if necessary. Interpre	ment: The quire that aff are ser e their un process. unsucces etation se	this work b nt out on a derstandin If the child ssful a plan rvices will	be done? report of abuse or negling of our process, assisted fren must be removed for the to achieve permanence	ect and the family sp with the assessmen rom their home due y for the children with this process.	eaks only Spanish, an interpreter is t of the incident and family functioning and to safety reasons, per statute, reunification n relative, fictive kin or adoption is
7.	USTIFICATION What conditions red When casework sta necessary to ensure to ensure their due efforts begin and if necessary. Interpre Explain why State e	ment: The quire that aff are ser e their un process. unsucces etation se employee	this work to the out on a derstandin If the child stful a plan rvices will s in your a	be done? report of abuse or negl g of our process, assist dren must be removed f to achieve permanenc be required throughout gency or other State ag	ect and the family sp with the assessmen rom their home due y for the children with this process.	eaks only Spanish, an interpreter is t of the incident and family functioning and to safety reasons, per statute, reunification n relative, fictive kin or adoption is
7.	USTIFICATION What conditions red When casework sta necessary to ensure to ensure their due efforts begin and if necessary. Interpre Explain why State e	ment: The quire that aff are ser e their un process. unsucces etation se employee not have a	this work b nt out on a derstandin If the child ssful a plan rvices will s in your a a Spanish i	be done? report of abuse or negl g of our process, assist dren must be removed f to achieve permanenc be required throughout gency or other State ag	ect and the family sp with the assessmen rom their home due y for the children with this process.	eaks only Spanish, an interpreter is t of the incident and family functioning and to safety reasons, per statute, reunification n relative, fictive kin or adoption is o do this work:

a. List the names of vendors that were solicited to submit proposals (include at least three):

	Ixtiaccihuatl Malagon Patricia Bisbee									
	Orlando Yaran Genevieve Sefchick									
	b. Soliciation Waiver: Not Applical	ble								
	c. Why was this contractor chosen in preference to other?									
	This was the lowest responsible vendor.									
	d. Last bid date: 11/28/2018 Anticipated re-bid date: 04/27/2022									
10	. Does the contract contain any IT co	•	No							
III. (OTHER INFORMATION									
11.	. Is there an Indirect Cost Rate or Pe	ercentage Paid to the Contr	actor?							
		-	Percentage Paid to the Contractor							
	Not Applicable		Q							
12	a. Is the contractor a current emplo employee of the State of Nevada?	yee of the State of Nevada	or will the contracted services be performed by a current							
	Νο									
	b. Was the contractor formerly emp performed by someone formerly en No	bloyed by the State of Neva nployed by the State of Nev	da within the last 24 months or will the contracted services be vada within the last 24 months?							
		• •	divisions or by any other government?							
	No If "Yes", please explai	IN								
	Not Applicable									
13	. Has the contractor ever been enga	ged under contract by any	State agency?							
	Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:									
	Vendor was under contract with the Division. Services were satisfactory.									
14	. Is the contractor currently involved	in litigation with the State o	f Nevada?							
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract:									
	Not Applicable									
15	. The contractor is not registered wit	h the Nevada Secretary of	State's Office because the legal entity is a:							
	Sole Proprietor									
16	a. Is the Contractor Name the same Yes	e as the legal Entity Name?								
17	. a. Does the contractor have a curre	ant Nevada State Rusiness	License (SRL)2							
	Yes									
18	Not Applicable									
19.	Agency Field Contract Monitor: Maria Hickey, Social Services Pro	ogram Spec 3 Ph: 775-684	4-1975							
20	Contract Status:									
20	Contract Approvals:									
	Approval Level	User	Signature Date							
			01/04/2019 12:12:44 PM							
	Budget Account Approval	mmason								
	Division Approval	knielsen	01/22/2019 15:47:11 PM							
	Department Approval	mwinebar	01/24/2019 17:47:03 PM							
	Contract Manager Approval	sknigge	01/25/2019 08:47:57 AM							
	Budget Analyst Approval	nhovden	01/28/2019 14:27:30 PM							

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

Ι.	D	ESCRIPTIC	on of (CONTR	RACT							
	1.	Contract N	umber:	19586					Amendment Number:	1		
									Legal Entity Name:	Lone W Service	olf Commercial Applia and Repair, LLC	ance
		Agency Na	me:		- DIVIS Y SER		F CHILD AND		Contractor Name:	Lone W Service	/olf Commercial App and Repair, LLC	oliance
		Agency Co	de:	409					Address:	260 Lal	kepport Drive	
		Appropriati	on Unit:	3259-0)7							
		Is budget a available?:			Y	es			City/State/Zip	Spring	Creek, NV 89815-583	38
		If "No" plea	ise expla	ain: No	t Applic	able			Contact/Phone:	Steve S	Stanfill 775-777-5663	
									Vendor No.:	T29039	794	
									NV Business ID:	NV2015	51036639	
		To what St	ate Fisca	al Year((s) will t	he cont	ract be charged	?	2018-2021			
		What is the the contract	e source tor will b	of fund e paid	s that w by mult	/ill be u iple fun	sed to pay the c ding sources.	ontracto	or? Indicate the pe	ercentage	of each funding source	ce if
		X Ge	neral Fur	nds 1	00.00	%	Fees		0.00 %			
		Fed	deral Fur	nds	0.00	%	Bonds		0.00 %			
		Hig	hway Fu	inds	0.00	%	Other fun	ding	0.00 %			
	2	Contract st	art date.									
		a. Effective		Board of	f	No	or b. other effe	ctive da	ate 02/06/201	8		
			pated BC		atina da	tρ	03/2019					
					0		00/2010					
		Retroactive			Г	lo						
		If "Yes", ple		lain								
		Not Applic	able									
	3.	Previously Termination		d	06/30/2	2019						
		Contract te	rm:		3 years	s and 1	44 days					
	4.	Type of co	ntract:		Contra	ct						
		Contract de	escriptior	n:	HVAC	Service	es					
	5	Purpose of		··								
	5.	·			ont to t	he oria	inal contract to	nrovi	de ongoing heati	na venti	lation and cooling re	nair and
		maintenan	ice servi	ices. T	'his am	endme	ent extends the	termin	ation date from	June 30, 2	2019 to June 30, 202 or these services.	1 and
	6	CONTRAC			т							
	0.	001111010					т	rans \$	Info Aco	2 mur	Action Accum \$	Agenda
			max am	iount of	the orig	ginal		300.00		00.00	\$24,300.00	Yes - Info
			ount of cu	urrent a	amendr	nent	\$24,3	300.00	\$24,3	00.00	\$48,600.00	Yes - Info
		. ,	/ maximu	um con	tract		\$48,6	600.00				
		and/ the	/or the te original c nged to:			e of	06/30)/2021				
II.	J	USTIFICA	ΓΙΟΝ									

7. What conditions require that this work be done?

Due to the age of the facility there are times when heating or cooling failures occur that are beyond the staff to properly address and therefore an outside specialist is required. Not performing these can put the health of the youth and staff at risk.

8.	Explain why State employees in yo									
	There are no staff employed that h	ave the expertise or equ	uipment ne	eded for some of the repairs.						
9.	Were quotes or proposals solicited Was the solicitation (RFP) done by Division?		Yes No							
	2	List the names of vendors that were solicited to submit proposals (include at least three):								
	Lone Wolf Commercial Appliance Snyder Mechanical Chester Plumbing and Heating									
	c. Why was this contractor chosen	in preference to other?								
	This was the lowest responsible ve									
	d. Last bid date: 12/11/2017	7 Anticipated re-	-bid date:	04/15/2019						
10.	Does the contract contain any IT c	omponents?	No							
III. C	OTHER INFORMATION									
11.	Is there an Indirect Cost Rate or Po	ercentage Paid to the C	ontractor?							
	No If "Yes", please provid	de the Indirect Cost Rat	e or Perce	ntage Paid to the Contractor						
	Not Applicable									
12.	employee of the State of Nevada?	byee of the State of Nev	ada or will	the contracted services be performed by a current						
	Νο									
	b. Was the contractor formerly emperformed by someone formerly er	ployed by the State of N	levada with Nevada w	hin the last 24 months or will the contracted services be vithin the last 24 months?						
	No									
	c. Is the contractor employed by ar	ny of Novada's political (cubdivicion	as or by any other government?						
	No If "Yes", please expla	•	50001015101	is of by any other government?						
	Not Applicable									
13.	Has the contractor ever been enga	aged under contract by a	anv State a	agency?						
	Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:									
	The vendor is currently under cont	ract with the Division. S	Services ha	ave been satisfactory to date.						
14.	Is the contractor currently involved	-								
		de details of the litigation	n and facts	s supporting approval of the contract:						
	Not Applicable									
15.	. The contractor is registered with th Nevada Corporation	e Nevada Secretary of	State's Off	ice as a:						
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Na	me?							
17.	a. Does the contractor have a curr Yes	ent Nevada State Busin	ess Licens	se (SBL)?						
18.	a. Is the legal entity active and in g Yes	jood standing with the N	levada Seo	cretary of State's Office?						
19.	Agency Field Contract Monitor:									
	Contract Status:									
20.	Contract Approvals:									
	Approval Level	User	Sign	ature Date						
	Budget Account Approval	dander16	0	8/2019 11:00:03 AM						
	Division Approval	knielsen		9/2019 12:04:59 PM						
	Department Approval	mwinebar		0/2019 12:30:47 PM						
				0/2019 12:30:47 PM 0/2019 13:47:22 PM						
	Contract Manager Approval Budget Analyst Approval	sknigge nhovden		0/2019 13:47:22 PM 1/2019 16:43:40 PM						
	Duugut Analyst Apploval	movuen	01/3							

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21414

				Legal Entity Name:	WASHINGTON STATE UNIVERSITY
	Agency Name:	DEPARTMENT OF A	GRICULTURE	Contractor Name:	WASHINGTON STATE UNIVERSITY
	Agency Code: 5	550		Address:	PO BOX 645912
	Appropriation Unit: 4	4550-25			
	Is budget authority available?:	Yes		City/State/Zip	PULLMAN, WA 99164
	If "No" please explair	n: Not Applicable		Contact/Phone:	209-335-2232
				Vendor No.:	T11361100E
				NV Business ID:	Not Applicable
	To what State Fiscal	Year(s) will the cont	ract be charged?	2019-2022	
	What is the source o the contractor will be	f funds that will be us paid by multiple fund	sed to pay the contrac ding sources.	tor? Indicate the pe	rcentage of each funding source if
	X General Fund	ds 100.00 %	Fees	0.00 %	
	Federal Fund	ds 0.00 %	Bonds	0.00 %	
	Highway Fun	ids 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon Bo Examiner's appro		or b. other effective of	date 07/01/2018	•
	Anticipated BOI	E meeting date	03/2019		
	Retroactive?	Yes			
	If "Yes", please expla				
	NDA began the con legal department. W	tracting process in When it was returned	2018. The vendor w d, there were additio lso increased the tir	ons and modification	ting this contract reviewed by their ns to the original contract that needed s contract.
3.	Termination Date:	06/30/2022			
	Contract term:	4 years			
4	Type of contract:	Interlocal Agr	eement		
т.	Contract description:	-			
_	•				
5.	Purpose of contract:		·····		
	infectious, contagio	act to provide ongo ous or parasitic disc	eases.	atory services to d	letermine the presence and nature of
6.	NEW CONTRACT				
	The maximum amou	nt of the contract for	the term of the contra	act is: \$45,000.00	
	Other basis for paym	ent: per invoice, bas	ed upon 2018 fee sch	nedule- out of state s	ervices @ additional 50% surcharge
J	USTIFICATION				
7.	What conditions requ	uire that this work be	done?		
	NRS 571 directs ND/ of livestock. There ar	A to do all things nec	essary for the control cannot be performed	an eradication of inf	fectious, contagious, or parasitic diseases

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

State employees perform similar work, however, certain tests cannot be performed at the NDA laboratories because of lack of specific equipment or the State's laboratories are not certified for these specific tests. Those tests must be sent to an outside certified testing laboratory.

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):

П.

b. Soliciation Waiver: Not App	
c. Why was this contractor cho	•
d. Last bid date:	uipment and certifications to perform the required tests. Anticipated re-bid date: 06/01/2022
10. Does the contract contain any	IT components? No
. OTHER INFORMATION	
11. Is there an Indirect Cost Rate of	or Percentage Paid to the Contractor?
No If "Yes", please p	rovide the Indirect Cost Rate or Percentage Paid to the Contractor
Not Applicable	
12. a. Is the contractor a current er employee of the State of Neva	mployee of the State of Nevada or will the contracted services be performed by a current da?
Νο	
b. Was the contractor formerly	employed by the State of Nevada within the last 24 months or will the contracted services be
Denomied by someone ionner	
	ly employed by the State of Nevada within the last 24 months?
No	
No c. Is the contractor employed b	by any of Nevada's political subdivisions or by any other government?
No c. Is the contractor employed b No If "Yes", please e	by any of Nevada's political subdivisions or by any other government?
No c. Is the contractor employed b No If "Yes", please ex Not Applicable	by any of Nevada's political subdivisions or by any other government? xplain
No c. Is the contractor employed b No If "Yes", please en Not Applicable	by any of Nevada's political subdivisions or by any other government? xplain engaged under contract by any State agency?
No c. Is the contractor employed b No If "Yes", please en Not Applicable 13. Has the contractor ever been en Yes If "Yes", specify w	by any of Nevada's political subdivisions or by any other government? xplain
No c. Is the contractor employed b No If "Yes", please ex Not Applicable 13. Has the contractor ever been e Yes If "Yes", specify w agency has been	by any of Nevada's political subdivisions or by any other government? xplain engaged under contract by any State agency? when and for which agency and indicate if the quality of service provided to the identified
No c. Is the contractor employed b No If "Yes", please ex Not Applicable 13. Has the contractor ever been e Yes If "Yes", specify w agency has been 2014-2018 NDA contracted wit	by any of Nevada's political subdivisions or by any other government? xplain engaged under contract by any State agency? when and for which agency and indicate if the quality of service provided to the identified verified as satisfactory:
No c. Is the contractor employed b No If "Yes", please en Not Applicable 13. Has the contractor ever been en Yes If "Yes", specify w agency has been 2014-2018 NDA contracted wit	by any of Nevada's political subdivisions or by any other government? xplain engaged under contract by any State agency? when and for which agency and indicate if the quality of service provided to the identified verified as satisfactory: th WADDL for laboratory testing. Their quality of service was satisfactory.
No c. Is the contractor employed b No If "Yes", please en Not Applicable 13. Has the contractor ever been en Yes If "Yes", specify w agency has been 2014-2018 NDA contracted wit	by any of Nevada's political subdivisions or by any other government? xplain engaged under contract by any State agency? when and for which agency and indicate if the quality of service provided to the identified verified as satisfactory: th WADDL for laboratory testing. Their quality of service was satisfactory. lived in litigation with the State of Nevada?
Noc. Is the contractor employed bNoIf "Yes", please endNot Applicable13. Has the contractor ever been endYesIf "Yes", specify wagency has been2014-2018 NDA contracted with14. Is the contractor currently involNoIf "Yes", please principle	by any of Nevada's political subdivisions or by any other government? xplain engaged under contract by any State agency? when and for which agency and indicate if the quality of service provided to the identified verified as satisfactory: th WADDL for laboratory testing. Their quality of service was satisfactory. lived in litigation with the State of Nevada?
Noc. Is the contractor employed bNoIf "Yes", please endNot Applicable13. Has the contractor ever been endYesIf "Yes", specify wagency has been2014-2018 NDA contracted with14. Is the contractor currently involNoIf "Yes", please principle	by any of Nevada's political subdivisions or by any other government? xplain engaged under contract by any State agency? when and for which agency and indicate if the quality of service provided to the identified verified as satisfactory: th WADDL for laboratory testing. Their quality of service was satisfactory. lved in litigation with the State of Nevada? rovide details of the litigation and facts supporting approval of the contract:

- 17. Not Applicable
- 18. Not Applicable
- 19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bbel1	01/07/2019 08:08:20 AM
Division Approval	bbel1	01/07/2019 08:08:22 AM
Department Approval	bbel1	01/07/2019 08:08:26 AM
Contract Manager Approval	melli2	01/07/2019 08:10:52 AM
Budget Analyst Approval	mtum1	02/12/2019 17:23:52 PM



January 2, 2019

This is a memo to retroactively approve the Nevada Department of Agriculture's (NDA's) contract with Washington Animal Disease Diagnostic Laboratory (WADDL), who is providing diagnostic laboratory services for our laboratories.

NDA began the contract process in 2018. However, the vendor was very slow in getting this contract reviewed by their legal department. When it was returned, there were additions and strikethroughs to the original contract that needed to be reviewed by the DAG which also increased the time to get this contract completed.

The vendor continued the laboratory services they had previously provided to the NDA without a current contract. The contract now needs to be retroactive back to July 1, 2018.

Thank you,

homely Debra Crowley

Fiscal Administrator

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21430

								egal Entity Jame:		The Head Master, Inc.
	Agency Name:	DEPA	RTME	NT OF	WILD	IFE	C	Contractor Nam	ne:	The Head Master, Inc.
	Agency Code:	702					A	ddress:		10760 Santa Fe Road
	Appropriation Unit:	4463-	12							
	Is budget authority available?:			Yes			(City/State/Zip		Reno, NV 89508-8260
	If "No" please expla	ain: No	ot Appli	cable			C	Contact/Phone:	: '	775/323-9090
							١	endor No.:		T29000588
							٢	IV Business ID:) :	NV20031433514
	To what State Fisca	al Year	r(s) will	the co	ntract b	e charged?	? 2	019-2023		
	What is the source the contractor will b						ontracto	r? Indicate the	perc	centage of each funding source if
	General Fu	nds	0.00	%	Х	Fees		50.00 % Spo	ortsı	men Revenue
	X Federal Fur	nds	50.00	%		Bonds		0.00 %		
	Highway Fu	unds	0.00	%		Other fund	ding	0.00 %		
	Agency Reference	#:	19-29							
2.	Contract start date:	:								
	a. Effective upon E Examiner's appl	Board o roval?	of	No	or b.	other effec	tive dat	e 01/24/20	019	
	Anticipated BC	OE me	eting da	ate	03/2	019				
	Retroactive?			No						
	If "Yes", please exp	olain								
	Not Applicable									
3.	Termination Date:		01/31/	/2023						
	Contract term:		4 yeai	rs and	8 days					
4.	Type of contract:		Contr	act						
	Contract description	n:	Taxid	ermy S	Service	s				
5.	Purpose of contract	t:								
	This is a new cont taxidermy for wild									he department uses the products of
6.	NEW CONTRACT									
	The maximum amo	ount of	the cor	ntract fo	or the te	erm of the c	contract	is: \$40,000.0	00	
J	USTIFICATION									
7.	What conditions red	quire th	nat this	work b	e done	?				
	NDOW uses the profunds.	oducts	of taxio	dermy	for wild	life educati	onal pu	rposes, display	/s an	nd as an article for sale to generating
8.	Explain why State e	employ	vees in	your ag	gency o	r other Sta	te agen	cies are not ab	ole to	o do this work:
	Department employ	yees ai	re not ti	rained	in taxid	ermy.				
9.	Were quotes or pro	posals	solicite	ed?			Ň	/es		
	Was the solicitation Division?	n (RFP)) done	by the	Purcha	sing		No		
	a. List the names o	f vendo	ors that	t were :	solicited	to submit	propos	als (include at l	least	three):
	Trophy Room Serv The Head Master Wildlife Revolutions									
	b. Soliciation Waive	er Not	Applic	able						

II.

c. Why was this contractor chosen in preference to other? d. Last bid date: Anticipated re-bid date: 10. Does the contract contain any IT components? No **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified No agency has been verified as satisfactory: Not Applicable 14. Is the contractor currently involved in litigation with the State of Nevada? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Not Applicable 15. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation 16. a. Is the Contractor Name the same as the legal Entity Name? Yes 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes 19. Agency Field Contract Monitor: Tyler Turnipseed, Division Administrator Ph: 775-688-1540 20. Contract Status: Contract Approvals: Approval Level User Signature Date **Budget Account Approval** nroble1 01/07/2019 09:09:00 AM **Division Approval** tdoucett 01/09/2019 08:29:50 AM **Department Approval** eobrien 01/16/2019 15:11:08 PM Contract Manager Approval nroble1 01/24/2019 09:46:31 AM **Budget Analyst Approval** cpalme2 01/24/2019 10:10:57 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21429

								Legal Entity Name:		Wildlife Revolutions LLC
	Agency Name:	DEPA	RTME	NT OF	WILDL	IFE		Contractor N	ame:	Wildlife Revolutions LLC
	Agency Code:	702						Address:		253 Freeport Boulevard
	Appropriation Unit:	4463-1	12							
	Is budget authority available?:		Y	'es				City/State/Zip	С	Sparks, NV 89431
	If "No" please expla	in: No	t Applic	cable				Contact/Phor	ne:	775-527-1614
								Vendor No.:		T32003281
								NV Business	ID:	NV20111311948
	To what State Fisca	al Year	(s) will t	the co	ntract b	e charge	d?	2019-2023		
	What is the source the contractor will b						contract	or? Indicate t	he per	centage of each funding source if
	General Fur	nds	0.00	%	Х	Fees		50.00 % \$	Sports	smen Revenue
	X Federal Fun	nds	50.00	%		Bonds		0.00 %		
	Highway Fu	nds	0.00	%		Other fu	Inding	0.00 %		
	Agency Reference	#:	19-28							
2.	Contract start date:									
	a. Effective upon B Examiner's appr		f	No	or b.	other eff	ective da	ate 02/0 3	3/2019	
	Anticipated BC	DE mee	eting da	ate	03/2	019				
	Retroactive?		1	No						
	If "Yes", please exp	lain								
	Not Applicable									
3	Termination Date:		01/31/2	2023						
0.	Contract term:				363 da	vs				
1	Type of contract:		Contra			, -				
4.	Contract description				ervice	c				
5.	Purpose of contract		Taxia	, inty c		5				
	This is a new cont taxidermy for wild	ract to life ed	provio ucatior	de taxi nal pu	dermy rposes	services , display	s on an s and a	as-needed b s an article f	asis. or sal	The department uses the products of e.
6.	NEW CONTRACT									
0.	The maximum amo	unt of t	he con	tract fo	or the te	erm of the	e contrac	ct is: \$40,00	0.00	
J	USTIFICATION									
7.	What conditions rec	quire th	at this	work b	e done	?				
							ational p	urposes, disp	olays a	nd as an article for sale to generating
8.	Explain why State e	emplov	ees in v	/our ad	aencv o	or other S	tate age	ncies are not	able t	o do this work:
	Department employ									
9.	Were quotes or pro	posals	solicite	ed?				Yes		
	Was the solicitation Division?	(RFP)	done k	by the	Purcha	sing		No		
	a. List the names of	f vendo	ors that	were	solicited	d to subm	it propo	sals (include	at leas	st three):
	Trophy Room Servi The Head Master Wildlife Revolutions									
	b. Soliciation Waive	r. Not	Annlic	ahla						

II.

c. Why was this contractor chosen in preference to other? d. Last bid date: Anticipated re-bid date: 10. Does the contract contain any IT components? No **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified Yes agency has been verified as satisfactory: With the Nevada Department of Wildlife, work has been satisfactory. 14. Is the contractor currently involved in litigation with the State of Nevada? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Not Applicable 15. The contractor is registered with the Nevada Secretary of State's Office as a: LLC 16. a. Is the Contractor Name the same as the legal Entity Name? Yes 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes 18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes 19. Agency Field Contract Monitor: Tyler Turnipseed, Division Administrator Ph: 775-688-1540 20. Contract Status: Contract Approvals: Approval Level User Signature Date **Budget Account Approval** nroble1 01/07/2019 08:53:01 AM **Division Approval** tdoucett 01/09/2019 08:30:53 AM **Department Approval** eobrien 01/21/2019 11:26:47 AM Contract Manager Approval nroble1 01/22/2019 08:20:49 AM **Budget Analyst Approval** cpalme2 01/29/2019 14:28:48 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21317

							gal Entity me:	Lander County Conservation District
	Agency Name:	DEPART			_IFE	Со	ntractor Name:	Lander County Conservation District
	Agency Code:	702					dress:	815 N. 2nd Street
	Appropriation Unit:	4467-14						
	Is budget authority available?:		Yes			Cit	y/State/Zip	Battle Mountain, NV 89820
	If "No" please expla	in: Not A	pplicable			Co	ntact/Phone:	775-635-9207
						Ve	ndor No.:	T81000349
						NV	Business ID:	Government Entity
	To what State Fisca	al Year(s)	will the co	ontract b	e charged?	20 ⁻	19-2023	
	What is the source the contractor will b					ractor?	Indicate the pe	rcentage of each funding source if
	General Fur	nds (0.00 %	Х	Fees	1	00.00 % Habita	at Conservation
	Federal Fur	nds (0.00 %		Bonds		0.00 %	
	Highway Fu	inds (0.00 %		Other fundin	ig	0.00 %	
	Agency Reference	#: 19	9-12					
2.	Contract start date:							
	a. Effective upon B Examiner's appr		No	or b.	other effectiv	e date	01/29/2019	
	Anticipated BC	DE meetir	ng date	03/2	019			
	Retroactive?		No					
	If "Yes", please exp	lain						
	Not Applicable							
3.	Termination Date:	11	/30/2022					
	Contract term:	3	years and	d 306 da	iys			
4.	Type of contract:	In	terlocal A	greeme	ent			
	Contract description	n: Ha	abitat Deg	gradatio	on			
5.	Purpose of contract	t:						
	This is a new intra habitat conservati	state coi	ntract to j	orovide	habitat resto	oration	and enhancem	nent, noxious weed control and riparian
6	NEW CONTRACT		e jee					
0.	The maximum amo	unt of the	contract	for the te	orm of the cor	ntract is	· \$45,000,00	
			contract			illaot is	. φ - υ,000.00	
J	USTIFICATION							
7.	What conditions rec	-						
	The need for habita	t restorat	ion and ei	hancem	nent, noxious	weed o	control, and ripa	rian habitat conservation.
8.	Explain why State e	employee	s in your a	agency o	or other State	agenci	es are not able t	to do this work:
	Lander County Con that NDOW employ							experienced staff to accomplish the work projects.
9.	Were quotes or pro	posals so	licited?			No)	
	Was the solicitation Division?	(RFP) do	one by the	Purcha	sing	No)	
	a. List the names of	f vendors	that were	solicited	d to submit pr	oposal	s (include at leas	st three):
	Not Applicable							
	b. Soliciation Waive	er: Not Ap	plicable					
	c. Why was this cor	ntractor ch	nosen in p	referenc	ce to other?			

Contract #: 21317

II.

23

d. Last bi	d date:	Anticipated	d re-bid date:				
10. Does the	contract contain any IT c	components?	No				
. OTHER IN	FORMATION						
11. Is there a	In Indirect Cost Rate or P	ercentage Paid to the	e Contractor?				
No		-	Rate or Percentage Paid to the Contractor				
Not Appli	cable						
employee	contractor a current emplo of the State of Nevada?	oyee of the State of N	Nevada or will the contracted services be performed by a current				
No							
performe	e contractor formerly em d by someone formerly e	ployed by the State of mployed by the State	of Nevada within the last 24 months or will the contracted services be e of Nevada within the last 24 months?				
No							
c. Is the c			cal subdivisions or by any other government?				
No	If "Yes", please expla	ain					
Not Appli	cable						
	Has the contractor ever been engaged under contract by any State agency?						
No	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 Appli		incu us sutisfuctory.					
	ntractor currently involved	in litigation with the	State of Nevada?				
No	•	-	ation and facts supporting approval of the contract:				
Not Appli		v					
	ractor is not registered wi ental Entity	th the Nevada Secre	etary of State's Office because the legal entity is a:				
16. Not Appli							
17. Not Appli	cable						
18. Not Appli	cable						
0,	ield Contract Monitor: Jones, Biologist 3 Ph: 7	75-688-1444					
20. Contract	Status: Approvals:						
	oval Level	User	Signature Date				
	et Account Approval	nroble1	11/15/2018 09:39:04 AM				
-	on Approval	tdoucett	11/16/2018 16:30:23 PM				
Depa	rtment Approval	eobrien	01/21/2019 11:23:13 AM				
Contr	ract Manager Approval	nroble1	01/22/2019 08:21:22 AM				
. .							

Budget Analyst Approval

cpalme2

01/29/2019 14:25:53 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21499

		21400				
					Legal Entity Name:	CHM Government Services, LLC
	Agency Name:	DCNR - PARK	S DIVISION	I	Contractor Name:	CHM Government Services, LLC
	Agency Code:	704			Address:	8 Essex Center Drive
	Appropriation Unit:					Mailbox #4
	Is budget authority available?:	Ye	S		City/State/Zip	Peabody, MA 01960
	If "No" please expla	in: Not Applica	ble		Contact/Phone:	Geoff Baekey 978-232-3609
					Vendor No.:	
	T				NV Business ID:	NV20191061650
	To what State Fisca	. ,		•	2019-2020	reantage of each funding course if
	the contractor will b	e paid by multip	ble funding s	sources.	ctor? indicate the per	rcentage of each funding source if
	X General Fur		-	Fees	0.00 %	
	Federal Fur			Bonds	0.00 %	
	Highway Fu	inds 0.00 %	, D	Other funding	0.00 %	
2	. Contract start date:					
	a. Effective upon B Examiner's appr	oval?		other effective of	date 02/06/2019	
	Anticipated BC	DE meeting date	e 03/2	019		
	Retroactive?	No	C			
	If "Yes", please exp	lain				
	Not Applicable					
3	. Termination Date:	09/30/20	019			
	Contract term:	235 day	S			
4	. Type of contract:	Contrac	t			
	Contract description	n: Market	Feasibility			
5	Purpose of contract	:				
	This is a new cont Recreation Area.	ract to provide	e market an	alysis of recrea	ation and/or specia	use for Rafter 7 at Walker River State
6	. NEW CONTRACT					
	The maximum amo	unt of the contra	act for the te	erm of the contra	act is: \$32,000.00	
	Other basis for pay	ment: percenta	ge of comple	etion billed mont	hy	
J	USTIFICATION					
7	. What conditions red	quire that this w	ork be done	?		
	To determine uniteration	the most viable	recreation s	solutions for Raf	ter 7.	
	To determine what					
8	Explain why State e	employees in yo	our agency c	r other State ag	encies are not able t	o do this work:
8	Explain why State e				encies are not able t market and feasibilit	
	Explain why State e	possess the re	quired expe			
	. Explain why State e State Parks doesn't	possess the re	quired expe	rtise to perform	market and feasibilit	
	. Explain why State e State Parks doesn't . Were quotes or pro Was the solicitation Division?	possess the re posals solicited (RFP) done by	quired expe ? the Purcha	rtise to perform	market and feasibilit Yes	y analysis.
	 Explain why State explains why State explains why State explains a state of the solution of the state explanation of th	possess the re posals solicited (RFP) done by f vendors that w	quired expe ? the Purcha	rtise to perform	market and feasibilit Yes No	y analysis.
	 Explain why State explain why State explain why State explains the solution of the solution of the solution? a. List the names of Wells Barnett Association Stantec Consulting New Economics & A 	possess the re posals solicited (RFP) done by f vendors that w ciates Advisory	quired expe ? the Purcha	rtise to perform	market and feasibilit Yes No	y analysis.
	 Explain why State explains why State explains why State explains a state of the solution of the s	possess the re posals solicited (RFP) done by f vendors that w ciates Advisory	quired expe ? the Purcha	rtise to perform	market and feasibilit Yes No	y analysis.

II.

c. Why was this contractor chosen in preference to other? This was the most qualified vendor for this project.							
d. Last bid date:		re-bid date:					
10. Does the contract contain any IT of	components?	No					
OTHER INFORMATION							
11. Is there an Indirect Cost Rate or P	ercentage Paid to the	Contractor?					
	•	Rate or Percentage Paid to the Contractor					
Not Applicable							
12. a. Is the contractor a current empl employee of the State of Nevada? No	oyee of the State of N	levada or will the contracted services be performed by a current					
b. Was the contractor formerly em performed by someone formerly e No	ployed by the State o mployed by the State	f Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?					
c. Is the contractor employed by a	ny of Nevada's politic	al subdivisions or by any other government?					
No If "Yes", please expla							
Not Applicable							
13. Has the contractor ever been enga	•						
No If "Yes", specify whe agency has been ver		cy and indicate if the quality of service provided to the identified					
Not Applicable							
	•	State of Nevada? tion and facts supporting approval of the contract:					
Not Applicable							
15. The contractor is registered with the Foreign Corporation	ne Nevada Secretary	of State's Office as a:					
16. a. Is the Contractor Name the sam Yes	ne as the legal Entity	Name?					
17. a. Does the contractor have a curr Yes	ent Nevada State Bu	siness License (SBL)?					
18. a. Is the legal entity active and in Yes	good standing with the	e Nevada Secretary of State's Office?					
19. Agency Field Contract Monitor:	ram Manager Ph: n	ull					
Daha Dapolito, Park & Rec Prog							
20. Contract Status:	User	Signature Date					
20. Contract Status: Contract Approvals: Approval Level Budget Account Approval	User sdecrona	Signature Date 01/30/2019 11:09:02 AM					
20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval		01/30/2019 11:09:02 AM 01/30/2019 11:09:05 AM					
20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	sdecrona sdecrona sdecrona	01/30/2019 11:09:02 AM 01/30/2019 11:09:05 AM 01/30/2019 11:09:22 AM					
20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	sdecrona sdecrona	01/30/2019 11:09:02 AM 01/30/2019 11:09:05 AM					

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21516

			Legal Entity Name:	James Groat DBA Elope in Las Vegas
Agency Name:	DCNR - PARKS DIVIS	SION	Contractor Name:	James Groat DBA Elope in Las Vegas
Agency Code:	704		Address:	8610 South Maryland Parkway
Appropriation Unit:	4162-00			Apartment 1041
Is budget authority available?:	Yes		City/State/Zip	Las Vegas , NV 89123
If "No" please expla	ain: Not Applicable		Contact/Phone:	James Groat 702-616-2326
			Vendor No.:	
			NV Business ID:	NV20171176597
	al Year(s) will the contr	•	2019-2020	
the contractor will b	e paid by multiple func	ling sources.	ctor? Indicate the pe	rcentage of each funding source if
General Fu		Fees	0.00 %	
Federal Fur		Bonds	0.00 %	
Highway Fu	inds 0.00 %	X Other funding	100.00 % Reven	nue Contract
2. Contract start date:				
a. Effective upon E Examiner's app	Board of No o roval?	r b. other effective c	late 02/06/2019)
Anticipated B	DE meeting date	03/2019		
Retroactive?	No			
If "Yes", please exp	blain			
Not Applicable				
3. Termination Date:	01/31/2020			
Contract term:	359 days			
4. Type of contract:	Revenue Cont	ract		
Contract descriptio	n: Commercial W	/eddings		
5. Purpose of contrac	t:			
This is a new reve Fire State Park.	nue contract to provi	de commercial wed	ding ceremonies a	nd wedding photo tours at Valley of
6. NEW CONTRACT				
The maximum amo	unt of the contract for t	he term of the contra	nct is: \$10,000.00	
JUSTIFICATION				
7. What conditions re-	quire that this work be	done?		
	o conduct weddings.			
8. Explain why State	employees in your agei	ncy or other State ag	encies are not able t	to do this work:
NA				
9. Were quotes or pro	posals solicited?		No	
	(RFP) done by the Pu	rchasing	No	
	f vendors that were sol	icited to submit propo	osals (include at leas	st three):
Not Applicable			· · · · · · · · · · · · · · · · · · ·	
b. Soliciation Waive	er: Not Applicable			
c. Why was this co	ntractor chosen in prefe	erence to other?		
d. Last bid date:		Anticipated re-bid of	date:	

II.

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

No

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

No If "Yes", please explain

Not Applicable

No

13. Has the contractor ever been engaged under contract by any State agency?

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor
- 16. a. Is the Contractor Name the same as the legal Entity Name? Yes
- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. Not Applicable
- 19. Agency Field Contract Monitor: Jim Hammons, Park Supervisor Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	02/04/2019 10:47:50 AM
Division Approval	sdecrona	02/04/2019 10:47:53 AM
Department Approval	sdecrona	02/04/2019 10:47:56 AM
Contract Manager Approval	sdecrona	02/04/2019 10:47:59 AM
Budget Analyst Approval	cpalme2	02/06/2019 11:58:54 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21522

Agency Name: DCNR - FORESTRY DIVISION Contractor Name: GOLD DUST CARSON CITY LLC DE GOLD DUST WEST Agency Code: 706 Address: 2171 E WILLIAM ST Appropriation Unit: 4195-30 Etay City/State/Zip CARSON CITY, NV 89701-2723 Is budget authority available?: Yes City/State/Zip CARSON CITY, NV 89701-2723 If "No" please explain: Not Applicable Contact/Phone: Mary Beth Swope 775/671-3446 Vendor No.: T27018020 NV Business ID: NV20141596867 To what State Fiscal Year(s) will the contract be charged? 2019 Vhat is the source of funds that will be used to pay the contractor: Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. 0.00 % X General Funds 100.00 % Fees 0.00 %	BA
Appropriation Unit: 4195-30 Is budget authority available?: Yes City/State/Zip CARSON CITY, NV 89701-2723 If "No" please explain: Not Applicable Contact/Phone: Mary Beth Swope 775/671-3446 Vendor No.: T27018020 NV Business ID: NV20141596867 To what State Fiscal Year(s) will the contract be charged? 2019 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. 0.00 % X General Funds 100.00 % Fees 0.00 %	
Is budget authority available?: Yes City/State/Zip CARSON CITY, NV 89701-2723 If "No" please explain: Not Applicable Contact/Phone: Mary Beth Swope 775/671-3446 Vendor No.: T27018020 NV Business ID: NV20141596867 To what State Fiscal Year(s) will the contract be charged? 2019 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. 0.00 % X General Funds 100.00 % Fees 0.00 %	
available?: If "No" please explain: Not Applicable If "No" please explain: Not Applicable Contact/Phone: Mary Beth Swope 775/671-3446 Vendor No.: T27018020 NV Business ID: NV20141596867 To what State Fiscal Year(s) will the contract be charged? What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. X General Funds 100.00 % Fees 0.00 %	
Vendor No.: T27018020 NV Business ID: NV20141596867 To what State Fiscal Year(s) will the contract be charged? 2019 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. 0.00 %	
NV Business ID:NV20141596867To what State Fiscal Year(s) will the contract be charged?2019What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.0.00 %XGeneral Funds100.00 %Fees0.00 %	
To what State Fiscal Year(s) will the contract be charged?2019What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.0.00 %XGeneral Funds100.00 %Fees0.00 %	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.XGeneral Funds100.00 %Fees0.00 %	
the contractor will be paid by multiple funding sources.XGeneral Funds100.00 %Fees0.00 %	
Federal Funds 0.00 % Bonds 0.00 %	
Highway Funds 0.00 % Other funding 0.00 %	
Agency Reference #: NDF19-027	
2. Contract start date:	
a. Effective upon Board of No or b. other effective date 02/12/2019 Examiner's approval?	
Anticipated BOE meeting date 03/2019	
Retroactive? No	
If "Yes", please explain	
Not Applicable	
3. Termination Date: 03/15/2019	
Contract term: 30 days	
4. Type of contract: Contract	
Contract description: Staff Lodging	
5. Purpose of contract:	
This is a new contract to provide hotel lodging for out-of-area division employees attending the annual pre-fire season All Hands Meeting March 11-15, 2019.	
6. NEW CONTRACT	

The maximum amount of the contract for the term of the contract is: **\$30,547.00** Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: \$88.00 per night, per room. Payment upon receipt/approval of contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Forestry will be conducting its pre-fire season All Hands Meeting March 11-15, 2019 in Carson City with employees from around the state attending. The division has negotiated a room rate of \$80 per night plus tax and will realize savings in paying the hotel costs directly versus reimbursing employees based on the approved GSA rate of \$94 plus tax for lodging in Carson City. Additionally, the negotiated room rate includes a full complimentary breakfast with each night's stay.

8. Explain why State employees in your agency or other State agencies are not able to do this work: Neither state employees or state agencies provide this service.

9. Were quotes or proposals solicited?

	Was the solicitation (RFP) done by	the Purchasing	No
	Division?	vere calibited to sub	mit proposala (include at least three).
	Gold Dust West	vere solicited to sub-	mit proposals (include at least three):
	Wyndham Garden Hotel-Max Casi Courtyard Carson City	no	
	b. Soliciation Waiver: Not Applica	ble	
	c. Why was this contractor chosen	in preference to oth	ier?
	Gold Dust West provided the lowe	st room rate.	
	d. Last bid date:	Anticipated	d re-bid date:
10.	Does the contract contain any IT c	omponents?	No
III. C	THER INFORMATION		
11.	Is there an Indirect Cost Rate or Po	ercentage Paid to th	e Contractor?
		•	Rate or Percentage Paid to the Contractor
	Not Applicable		
		oyee of the State of	Nevada or will the contracted services be performed by a current
	Νο		
	b. Was the contractor formerly emperformed by someone formerly er	ployed by the State mployed by the State	of Nevada within the last 24 months or will the contracted services be e of Nevada within the last 24 months?
	Νο		
	c. Is the contractor employed by an No If "Yes", please expla	•	cal subdivisions or by any other government?
	Not Applicable		
13.	Has the contractor ever been enga Yes If "Yes", specify wher agency has been ver	and for which ager	ncy and indicate if the quality of service provided to the identified
			Hands Meeting satisfactorily in 2018.
11			
14.	Is the contractor currently involved	•	ation and facts supporting approval of the contract:
		ue details of the http	
	Not Applicable		
	The contractor is registered with th LLC	e Nevada Secretary	/ of State's Office as a:
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity	Name?
47		ont Novada Otata Di	uningen Lingenge (SPL)2
17.	a. Does the contractor have a curre Yes	ent Nevada State Bi	usiness License (SBL)?
18.	a. Is the legal entity active and in g Yes	pood standing with th	ne Nevada Secretary of State's Office?
19.	Agency Field Contract Monitor: Angres, Julian, Safety and Traini	ing Program Manag	er Ph: 775-684-2513
20	-	J . J	
∠0.	Contract Status:		
	Contract Approvals:		Circuit as Data
	Approval Level	User	Signature Date
	Budget Account Approval	dgree6	02/06/2019 16:35:48 PM
	Division Approval	dprather	02/07/2019 08:51:16 AM
	Department Approval	dprather	02/07/2019 08:51:19 AM
	Contract Manager Approval	jcoope8	02/11/2019 15:18:04 PM
	Budget Analyst Approval	cpalme2	02/12/2019 14:01:06 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21492

			Legal Entity Name:	VOGUE LAUNDRY & CLEANING, INC. DBA VOGUE LINEN UNIFORM RENTAL
Agency Name:	DCNR - FORESTRY DIVIS	R - FORESTRY DIVISION		VOGUE LAUNDRY & CLEANING, INC. DBA VOGUE LINEN UNIFORM RENTAL
Agency Code: 7	706		Address:	175 5TH ST
Appropriation Unit: 4	1195-04			
Is budget authority available?:	Yes		City/State/Zip	ELKO, NV 89801
If "No" please explain	n: Not Applicable		Contact/Phone:	David Stephens 775-738-5156
			Vendor No.:	T60153830A
			NV Business ID:	NV19591001005
To what State Fiscal	Year(s) will the contract b	e charged?	2019-2023	
What is the source o the contractor will be	f funds that will be used to paid by multiple funding s	o pay the contract sources.	or? Indicate the per	centage of each funding source if
X General Fund	ds 100.00 %	Fees	0.00 %	
Federal Fund	ls 0.00 %	Bonds	0.00 %	
Highway Fun	ids 0.00 %	Other funding	0.00 %	
Agency Reference #	: NDF19-025			
2. Contract start date:				
a. Effective upon Bo Examiner's appro		other effective da	ate 01/31/2019	
Anticipated BOI	E meeting date 03/2	2019		
Retroactive?	No			
If "Yes", please expla	ain			
Not Applicable				
3. Termination Date:	01/31/2023			
Contract term:	4 years and 1 day			
4. Type of contract:	Contract			
Contract description:				
				

5. Purpose of contract:

This is a new contract to provide ongoing linen and laundry service to the agency's Elko Office, Mechanic Shop and the Ely Industrial Shop.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Payment for services will be made at the rate of \$1.50 per cotton coverall;

Other basis for payment: \$0.10 /shop towel; 8% per 100/replenish for loss; \$2.50/3x5 mat; \$1.80/24" dust mop;. Payable upon review and appproval of the work performed and receipt of properly itemized invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Operations for NDF's automotive shops require the use of coveralls and shop towels by the mechanics while working on fleet vehicles. Additionally, mats and mop heads protect against shop activity soiling the carpet in the main office. These items must be cleaned on a regular basis.

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

NDF does not have the necessary facilities to complete this type of work nor do other state agencies within the Elko or Ely areas provide this service.

9. Were quotes or proposals solicited?

	were solicited to sub	mit proposals (include at least three):
Brady Linen Alsco		
Vogue Laundry & Cleaning		
b. Soliciation Waiver: Not Applica	ble	
c. Why was this contractor chosen	in preference to oth	ner?
This vendor is the only vendor to p service under NDF contract for service		n the Elko and Ely areas, and has been satisfactorily providing this
d. Last bid date:	Anticipate	d re-bid date:
0. Does the contract contain any IT c	components?	No
OTHER INFORMATION		
1. Is there an Indirect Cost Rate or P	ercentage Paid to th	ne Contractor?
No If "Yes", please provi	de the Indirect Cost	Rate or Percentage Paid to the Contractor
Not Applicable		
2. a. Is the contractor a current employee of the State of Nevada?	oyee of the State of	Nevada or will the contracted services be performed by a current
Νο		
 b. Was the contractor formerly em performed by someone formerly e 	ployed by the State mployed by the State	of Nevada within the last 24 months or will the contracted services be te of Nevada within the last 24 months?
No		
c. Is the contractor employed by a No If "Yes", please expla		ical subdivisions or by any other government?
Not Applicable		
3. Has the contractor ever been enga	aged under contract	hy any State agency?
-	n and for which age	ncy and indicate if the quality of service provided to the identified
× •		r contract with NDF since FY2005. Service provided has been deem
4. Is the contractor currently involved	in litigation with the	e State of Nevada?
	•	ation and facts supporting approval of the contract:
Not Applicable	· · · · · · · · · · · · · · · · · · ·	
	no Novada Socratar	w of Stata's Office as a:
5. The contractor is registered with the	ne Nevada Secretar	y of State's Office as a:
5. The contractor is registered with the Nevada Corporation		
5. The contractor is registered with the		
5. The contractor is registered with the Nevada Corporation6. a. Is the Contractor Name the same	ne as the legal Entity	y Name?
 5. The contractor is registered with the Nevada Corporation 6. a. Is the Contractor Name the same Yes 7. a. Does the contractor have a curre Yes 	ne as the legal Entity rent Nevada State B	y Name?
 5. The contractor is registered with the Nevada Corporation 6. a. Is the Contractor Name the same Yes 7. a. Does the contractor have a curre Yes 8. a. Is the legal entity active and in generative Yes 9. Agency Field Contract Monitor: 	ne as the legal Entity rent Nevada State B good standing with t	y Name? Jusiness License (SBL)?
 5. The contractor is registered with the Nevada Corporation 6. a. Is the Contractor Name the same Yes 7. a. Does the contractor have a curre Yes 8. a. Is the legal entity active and in generative Yes 	ne as the legal Entity rent Nevada State B good standing with t	y Name? Jusiness License (SBL)?
 The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative of Yes Agency Field Contract Monitor: Michael Xavier, Fleet Manager Contract Status: 	ne as the legal Entity rent Nevada State B good standing with t	y Name? Jusiness License (SBL)?
 15. The contractor is registered with the Nevada Corporation 16. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes 18. a. Is the legal entity active and in generation Yes 19. Agency Field Contract Monitor: Michael Xavier, Fleet Manager 20. Contract Status: Contract Approvals: 	ne as the legal Entity rent Nevada State B good standing with t Ph: 775-364-4327	y Name? husiness License (SBL)? he Nevada Secretary of State's Office?
 15. The contractor is registered with the Nevada Corporation 16. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes 18. a. Is the legal entity active and in generative of Yes 19. Agency Field Contract Monitor: Michael Xavier, Fleet Manager 20. Contract Status: Contract Approvals: Approval Level 	ne as the legal Entity rent Nevada State B good standing with t Ph: 775-364-4327 User	y Name? rusiness License (SBL)? he Nevada Secretary of State's Office? Signature Date
 15. The contractor is registered with the Nevada Corporation 16. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes 18. a. Is the legal entity active and in generative of Yes 19. Agency Field Contract Monitor: Michael Xavier, Fleet Manager 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval 	ne as the legal Entity rent Nevada State B good standing with t Ph: 775-364-4327 User dgree6	y Name? Jusiness License (SBL)? he Nevada Secretary of State's Office? Signature Date 01/28/2019 09:24:49 AM
 15. The contractor is registered with the Nevada Corporation 16. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes 18. a. Is the legal entity active and in generative of Yes 19. Agency Field Contract Monitor: Michael Xavier, Fleet Manager 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval 	ne as the legal Entity rent Nevada State B good standing with t Ph: 775-364-4327 User dgree6 dgree6 dgree6	y Name? husiness License (SBL)? he Nevada Secretary of State's Office? Signature Date 01/28/2019 09:24:49 AM 01/28/2019 09:24:53 AM
 The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative of Yes Agency Field Contract Monitor: Michael Xavier, Fleet Manager Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval 	ne as the legal Entity rent Nevada State B good standing with t Ph: 775-364-4327 User dgree6 dgree6 kkester	y Name? Jusiness License (SBL)? he Nevada Secretary of State's Office? Signature Date 01/28/2019 09:24:49 AM 01/28/2019 09:24:53 AM 01/28/2019 11:29:21 AM
 15. The contractor is registered with the Nevada Corporation 16. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes 18. a. Is the legal entity active and in generative of Yes 19. Agency Field Contract Monitor: Michael Xavier, Fleet Manager 20. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval 	ne as the legal Entity rent Nevada State B good standing with t Ph: 775-364-4327 User dgree6 dgree6 dgree6	y Name? husiness License (SBL)? he Nevada Secretary of State's Office? Signature Date 01/28/2019 09:24:49 AM 01/28/2019 09:24:53 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 21455

			Legal Entity Name:	NDI Plumbing Inc.
Agency Name:	DETR - REHABILIT	ATION DIVISION	Contractor Name:	NDI Plumbing Inc.
Agency Code:	901		Address:	39 Glen Carran Circle
Appropriation Unit:	3253-10			
Is budget authority available?:	Yes		City/State/Zip	Sparks, NV 89431
If "No" please expla	ain: Not Applicable		Contact/Phone:	Neil DeMent 775-745-8791
			Vendor No.:	T32001385
			NV Business ID:	NV20041568607
To what State Fisca	al Year(s) will the con	tract be charged?	2020-2023	
What is the source the contractor will b	of funds that will be u be paid by multiple fur	sed to pay the contra ding sources.	actor? Indicate the pe	rcentage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fur	nds 0.00 %	Bonds	0.00 %	
Highway Fu	inds 0.00 %	X Other funding	100.00 % Busin	ess Enterprise Set-Aside
Agency Reference	#: 3296-23-BEN			
2. Contract start date:				
a. Effective upon E Examiner's app	roval?	or b. other effective	date 07/01/2019)
Anticipated BC	DE meeting date	04/2019		
Retroactive?	No			
If "Yes", please exp	blain			
Not Applicable				
3. Termination Date:	06/30/2023			
Contract term:	4 years			
4. Type of contract:	Contract			
Contract description	n: 2019 NDI Plu	mbing		
5. Purpose of contrac	t:	-		
		oing plumbing servi	ices/repairs to Busir	ness Enterprise of Nevada locations

This is a new contract to provide ongoing plumbing services/repairs to Business Enterprise of Nevada locations around northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: Standard Rate (M-F 8:00am-5:00pm): \$80.00/hr.; Non-Standard/Weekend Rate: \$135.50/hr.; Federal Holiday Rate: \$178.00/hr.; Emergency Rate: \$140.00/hr. (calls placed outside of standard work hours for immediate service w/ 2-hour minimum). Parts/Materials shall be invoiced at no more than 20% mark-up above vendor's cost. The State reserves the right to request copies of the vendors' parts and material invoices to verify. A \$25.00 trip charge applies to services at BEN sites located 30 plus miles outside of the vendor's contracted address. Invoices payable: upon approval of detailed invoice by authorized BEN staff; total contract not to exceed \$24,500.

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program has on going needs for plumbing services at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of various cities, counties and the state.

- 8. Explain why State employees in your agency or other State agencies are not able to do this work: State employees are not trained and licensed for this type of work.
- 9. Were quotes or proposals solicited?

	Was the solicitation Division?	(RFP) done by the second secon	he Purchasing	No		
		vendors that we	re solicited to subm	it proposals ((include at least three):	
	Savage & Son Johnson Plumbing Jet Plumbing Freedom Plumbing					
	b. Soliciation Waiver	r: Not Applicabl	e			
	c. Why was this con	tractor chosen in	preference to othe	r?		
	Lowest cost vendor	that responded	•			
	d. Last bid date:	12/17/2018	Anticipated	re-bid date:	01/02/2023	
10.	Does the contract co	ontain any IT cor	nponents?	No		
III. C	OTHER INFORMAT	ΓΙΟΝ				
11.	Is there an Indirect (No If "Yes"		•		entage Paid to the Contractor	
	Not Applicable					
12.	a. Is the contractor a employee of the Sta No	a current employ te of Nevada?	ee of the State of N	evada or will	I the contracted services be performed by a current	
	performed by some	or formerly emplo one formerly emp	oyed by the State of ployed by the State	Nevada with of Nevada wi	hin the last 24 months or will the contracted services /ithin the last 24 months?	s be
	Νο					
	No If "Yes	employed by any ", please explain	•	al subdivision	ns or by any other government?	
	Not Applicable					
13.	Has the contractor e Yes If "Yes agency	", specify when a	•		agency? te if the quality of service provided to the identified	
	This vendor has bee	en providing satis	sfactory service to th	ne National G	Guard since October 2011.	
14.	Is the contractor cur No If "Yes"		-		ada? s supporting approval of the contract:	
	Not Applicable					
15.	The contractor is reg Nevada Corporation	5	Nevada Secretary o	of State's Offi	fice as a:	
16.	a. Is the Contractor Yes	Name the same	as the legal Entity N	lame?		
17.	a. Does the contract Yes	or have a curren	it Nevada State Bus	iness Licens	se (SBL)?	
18.	a. Is the legal entity Yes	active and in goo	od standing with the	Nevada Sec	cretary of State's Office?	
19.	Agency Field Contra Kevin Horigan, BE		7-6879			
20.	Contract Status: Contract Approvals:					
	Approval Level		User	Signa	ature Date	
	Budget Account	Approval	bmartin7	01/23	3/2019 09:20:35 AM	
	Division Approva	al	kdesoci1	02/01	1/2019 12:06:33 PM	
	Department App		kdesoci1	02/01	1/2019 12:06:36 PM	
	Contract Manag		swilli31	02/07	7/2019 13:59:03 PM	
	Budget Analyst	Approval	dbaughn	02/13	3/2019 13:51:26 PM	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 20076 Amendment 1 Number: Legal Entity Arbitration and Mediation S Name: DETR - NV EQUAL RIGHTS Contractor Name: Arbitration and Mediation Inc. Agency Name: DETR - NV EQUAL RIGHTS Contractor Name: Arbitration and Mediation Inc. Agency Code: 903 Address: 5736 Willowcreek Rd. Appropriation Unit: 2580-04 Is budget authority Yes City/State/Zip North Las Vegas, NV 890 available?: If "No" please explain: Not Applicable Contact/Phone: Dee Newell 702-631-4623 Vendor No: T32003674 NV Business ID: NV20041569813 To what State Fiscal Year(s) will the contract be charged? 2018-2022 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding so the contractor will be paid by multiple funding sources. General Funds 0.00 % General Funds 0.00 % Fees 0.00 % Agency Reference #: 3239-20-NERC 2. Contract start date: a. Effective upon Board of No or b. other effective date 05/30/2018 Examiner's approval? Anticipated BOE meeting date 02/2019 No 1"	
Name: Name: Name: Agency Name: DETR - NV EQUAL RIGHTS COMMISSION Contractor Name: Arbitration and Mediation Inc. Agency Code: 903 Address: 5736 Willowcreek Rd. Appropriation Unit: 2580-04 Is budget authority Yes City/State/Zip North Las Vegas, NV 890 available?: If "No" please explain: Not Applicable Contact/Phone: Dee Newell 702-631-4623 Vendor No.: T32003674 NV Business ID: NV20041569813 To what State Fiscal Year(s) will the contract be charged? 2018-2022 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding so the contractor will be paid by multiple funding sources. General Funds 0.00 % General Funds 0.00 % Fees 0.00 % Federal Funds 0.00 % Agency Reference #: 3239-20-NERC 22 2 2 2 2. Contract start date: a. Effective upon Board of No or b. other effective date 05/30/2018 2 Anticipated BOE meeting date 02/2019 Retroactive? No 1 Yes", please explain Not Applicable Not Applicable Not Applicable	
COMMISSION Inc. Agency Code: 903 Address: 5736 Willowcreek Rd. Appropriation Unit: 2580-04 Is budget authority Yes City/State/Zip North Las Vegas, NV 890 available?: If "No" please explain: Not Applicable Contact/Phone: Dee Newell 702-631-4623 Vendor No.: T32003674 NV Business ID: NV20041569813 To what State Fiscal Year(s) will the contract be charged? 2018-2022 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding so the contractor will be paid by multiple funding sources. General Funds 0.00 % General Funds 0.00 % Fees 0.00 % Highway Funds 0.00 % X Other funding 100.00 % Agency Reference #: 3239-20-NERC 22 2 2. Contract start date: a. Effective upon Board of No or b. other effective date 05/30/2018 Examiner's approval? No If "Yes", please explain No Not Applicable No If "Yes", please explain	olutions Inc.
Appropriation Unit: 2580-04 Is budget authority Yes City/State/Zip North Las Vegas, NV 890 available?: If "No" please explain: Not Applicable Contact/Phone: Dee Newell 702-631-4623 Vendor No.: T32003674 NV Business ID: NV20041569813 To what State Fiscal Year(s) will the contract be charged? 2018-2022 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding so the contractor will be paid by multiple funding sources. General Funds 0.00 % Fees 0.00 % Federal Funds 0.00 % X Other funding 100.00 % Agency Reference #: 3239-20-NERC 2. Contract start date: a. Effective upon Board of No or b. other effective date 05/30/2018 Examiner's approval? Anticipated BOE meeting date 02/2019 Retroactive? No If "Yes", please explain Not Applicable	Solutions
Is budget authority Yes City/State/Zip North Las Vegas, NV 890 available?: If "No" please explain: Not Applicable Contact/Phone: Dee Newell 702-631-4623 Vendor No.: T32003674 NV Business ID: NV20041569813 To what State Fiscal Year(s) will the contract be charged? 2018-2022 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding so the contractor will be paid by multiple funding sources. General Funds 0.00 % Fees 0.00 % Federal Funds 0.00 % X Other funding 100.00 % Agency Reference #: 3239-20-NERC 2. Contract start date: a. Effective upon Board of No or b. other effective date 05/30/2018 Examiner's approval? Anticipated BOE meeting date 02/2019 Retroactive? No If "Yes", please explain Not Applicable	
available?: If "No" please explain: Not Applicable Contact/Phone: Dee Newell 702-631-4623 Vendor No.: T32003674 NV Business ID: NV20041569813 To what State Fiscal Year(s) will the contract be charged? 2018-2022 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding so the contractor will be paid by multiple funding sources. General Funds 0.00 % Fees 0.00 % Federal Funds 0.00 % Bonds 0.00 % Highway Funds 0.00 % X Other funding 100.00 % Agency Reference #: 3239-20-NERC 2. Contract start date: a. Effective upon Board of No or b. other effective date 05/30/2018 Examiner's approval? Anticipated BOE meeting date 02/2019 Retroactive? No If "Yes", please explain Not Applicable	
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Examiner's approval? Anticipated BOE meeting date 02/2019 Retroactive? No If "Yes", please explain Not Applicable	
Retroactive? No If "Yes", please explain Not Applicable	
If "Yes", please explain Not Applicable	
If "Yes", please explain Not Applicable	
Not Applicable	
3. Previously Approved 05/31/2020 Termination Date:	
Contract term: 4 years and 2 days	
4. Type of contract: Contract	
Contract description: Arbitration Services	
5. Purpose of contract:	
This is the first amendment to the original contract which provides arbitration and mediation services. amendment extends the termination date from May 31, 2020 to May 31, 2022 and increases the maximu from \$6,500 to \$20,000 due to the continued need for these services.	
6. CONTRACT AMENDMENT	
Trans \$ Info Accum \$ Action Accum	Agenda
1. The max amount of the original contract: \$6,500.00 \$6,500.00 \$6,500.00	0
2. Amount of current amendment \$13,500.00 \$20,000.00 \$20,000.0 (#1):	Yes - Info
3. New maximum contract \$20,000.00 amount:	
and/or the termination date of 05/31/2022 the original contract has changed to:	
JUSTIFICATION	
7. What conditions require that this work be done?	

Required to resolve employee disputes

8.	. Explain why State employees in yo	our agency of other ota	
	Lack of resources in the southern of	office.	
9	. Were quotes or proposals solicited	l?	Yes
	Was the solicitation (RFP) done by Division?		No
	a. List the names of vendors that w	vere solicited to submit	proposals (include at least three):
	McDonald Carano Arbitration and Mediation Solutions Paula Trout Advanced Resolution Managemen		
	b. Soliciation Waiver: Not Applica		
	c. Why was this contractor chosen		
	cost and exprience		
	d. Last bid date: 07/30/2018	B Anticipated re	e-bid date: 02/28/2022
10	. Does the contract contain any IT c	omponents?	No
III. (OTHER INFORMATION		
11.	. Is there an Indirect Cost Rate or Po	ercentage Paid to the C	Contractor?
		de the Indirect Cost Ra	te or Percentage Paid to the Contractor
	Not Applicable		
12.	. a. Is the contractor a current emplo employee of the State of Nevada? No	oyee of the State of Nev	vada or will the contracted services be performed by a current
	 b. Was the contractor formerly emperformed by someone formerly er No 	ployed by the State of N mployed by the State of	Nevada within the last 24 months or will the contracted services be f Nevada within the last 24 months?
	c. Is the contractor employed by ar	ny of Nevada's political	subdivisions or by any other government?
	No If "Yes", please expla	•	, , ,
	Not Applicable		
13	. Has the contractor ever been enga No If "Yes", specify wher	and for which agency	any State agency? and indicate if the quality of service provided to the identified
13	. Has the contractor ever been enga	and for which agency	
	 Has the contractor ever been enga No If "Yes", specify wher agency has been veri Not Applicable Is the contractor currently involved 	in and for which agency ified as satisfactory: in litigation with the Sta	and indicate if the quality of service provided to the identified ate of Nevada?
	 Has the contractor ever been engative of the contractor ever been engated by the contractor ever been verified by the contractor currently involved no if "Yes", please provide the contractor currently involved no if "Yes", please provide the contractor currently involved no if "Yes", please provide the contractor currently involved no if "Yes", please provide the contractor currently involved no if "Yes", please provide the contractor currently involved no if "Yes", please provide the currently involved no if "Yes", please provide the current provide the current provide the current provided the cur	in and for which agency ified as satisfactory: in litigation with the Sta	and indicate if the quality of service provided to the identified
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Steve Sisolak Governor



Susan Brown Director

Paul Nicks Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

- Date: January 28, 2019
- To: Susan Brown, Clerk of the Board Governor's Finance Office
- From: Lynnette Aaron, Executive Branch Budget Officer Governor's Finance Office, Budget Division
- Subject: BOARD OF EXAMINERS INFORMATION ITEM

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

FISCAL YEAR 2019 - 2nd QUARTER OVERTIME REPORT

Agenda Item Write-up:

Fiscal year 2019 second quarter overtime report by department.

Additional Information:

As of the second quarter of fiscal year 2019, overtime pay and accrued compensatory leave accounted for a total of approximately \$24.11 million, or 4.45% of total pay, a 16.1% decrease from fiscal year 2018.

The 5 agencies with the highest dollar amount of overtime and accrued comp time for 2^{nd} quarter FY19 accounted for 87.7% of the total:

- 1. Department of Corrections \$3.22 million
- 2. Department of Health & Human Services \$3.09 million
- 3. Department of Public Safety \$1.88 million
- 4. Department of Transportation \$1.211 million
- 5. Department of Conservation & Natural Resources \$313k

The 5 agencies with the highest percentage of overtime and accrued comp time as a share of total pay for 2nd quarter FY19 were:

- 1. Governor's Office 12.1%
- 2. Department of Public Safety 7.7%
- 3. Department of Corrections 7.6%
- 4. Department of Veterans Service 7.1%
- 5. Controller's Office 6.6%

At the Department of Corrections, overtime and comp time increased by \$385,000 (13.6%) from the prior quarter, and continued to be driven by the large correctional centers and medical personnel. Overtime and comp time for 2nd quarter FY19 were highest at these 7 locations, which accounted for 84.3% of the total overtime for the department:

- 1. Ely State Prison \$719k
- 2. High Desert State Prison \$594k
- 3. Northern Nevada Correctional Center- \$486k
- 4. Lovelock Correctional Center \$320k
- 5. Southern Desert Correctional Center \$227k
- 6. Prison Medical \$209k
- 7. Florence McClure Women's Correctional Center \$160k

By event code, the highest four causes accounted for 87.5% of the overtime:

- 1. Covering annual and military leave \$1.16 million
- 2. Covering holiday shifts \$1.10 million
- 3. Hospital coverage \$379k
- 4. Workload \$172k

At the Department of Health and Human Services, overtime was driven by Public & Behavioral Health (\$1.30 million - primarily in Southern Nevada Adult Mental Health (\$872k) and Facility for the Mental Offender (\$267k) budget accounts), Child and Family Services (\$737k) and Aging and Disability Services (\$527k). By event code, the highest four causes accounted for 73.9% of the overtime:

- 1. Covering vacant shifts \$775k
- 2. Covering 24 hour shifts \$582k
- 3. Covering holiday shifts \$469k
- 4. Reducing backlog \$455k

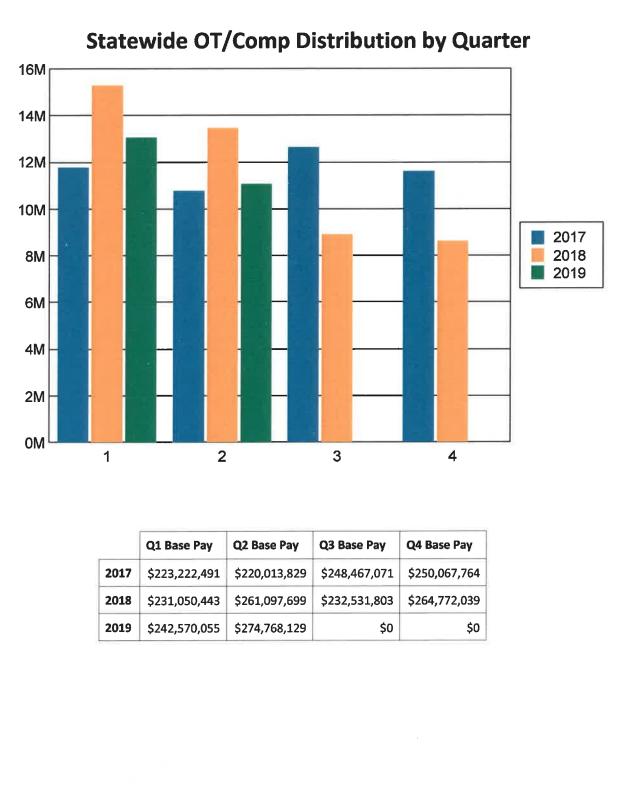


OVERTIME/ACCRUED COMP USE BY DEPARTMENT FISCAL YEAR 2019 SUMMARY (QTR 2)

NEVADA DEPARTMENT OF ADMINISTRATION

	2017	2018	2019
BASE PAY	\$443,236,320	\$492,148,142	\$517,338,183
OVERTIME PAY + ACCRUED COMP	\$22,561,517	\$28,748,728	\$24,114,882
TOTAL PAY	\$465,797,837	\$520,896,870	\$541,453,066
OT/COMP AS A SHARE OF TOTAL PAY	4.84%	5.52%	4.45%

	expenditures in dollars		OT/Comp as
Agency Code	Department	Overtime and Accrued Comp	a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	\$3,219,512	7.62%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$3,086,804	3.75%
65	DEPARTMENT OF PUBLIC SAFETY	\$1,879,333	7.73%
80	DEPARTMENT OF TRANSPORTATION	\$1,211,036	4.61%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$313,197	2.79%



	Q1 Base Pay	Q2 Base Pay	Q3 Base Pay			
2017	\$223,222,491	\$220,013,829	\$248,467,07			
2018	\$231,050,443	\$261,097,699	\$232,531,80			
2019	\$242,570,055	\$274,768,129	\$(

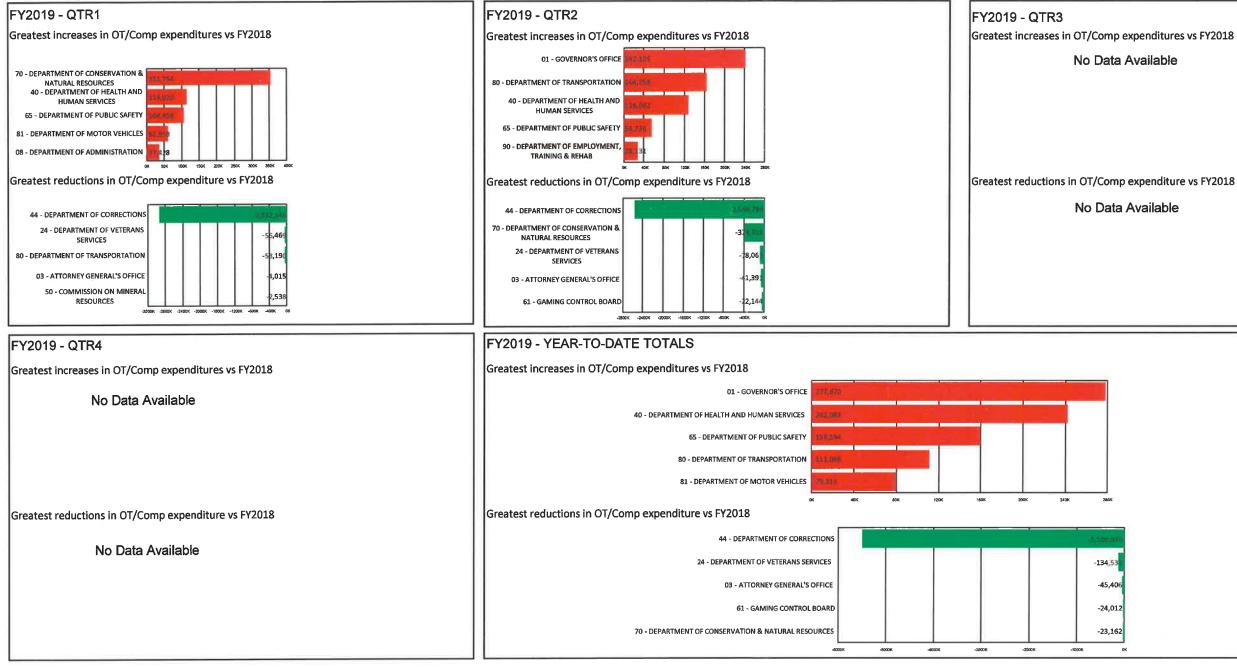
Highest percei	ntages of OT/Comp as a share of Total Pa	y		
Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay	
01	GOVERNOR'S OFFICE	\$242,404	12.08%	
65	DEPARTMENT OF PUBLIC SAFETY	\$1,879,333	7.73%	
44	DEPARTMENT OF CORRECTIONS	\$3,219,512	7.62%	
24	DEPARTMENT OF VETERANS SERVICE	\$230,599	7.06%	
06	CONTROLLER'S OFFICE	\$53,111	6.63%	



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2019 QUARTERLY ANALYSIS vs FY2018

NEVADA DEPARTMENT OF ADMINISTRATION





OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2019 QUARTERLY DETAILED ANALYSIS

NEVADA DEPARTMENT OF ADMINISTRATION

Tuesday, March 12, 2013	FY2019QTR1			FY2019QTR2				FY2019 QTR1-QTR2				
	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/ Comp versus FY2018	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference In OT Pay/ Comp versus FY2018	Overtime Pay and Accrued Comp (YTD)	Total Pay (YTD)	OT/Comp as a Share of Total Pay (YTD)	Difference in OT Pay/Comp versus FY2018 (YTD)
01 - GOVERNOR'S OFFICE	\$35,865	\$1,540,285	2.33%	\$35,565	\$242,404	\$2,006,817	12.08%	\$242,105	\$278,269.46	\$3,547,101.80	7.84%	\$277,670
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$79,060	0.00%	\$0	\$0	\$88,164	0.00%	\$0	\$0.00	\$167,224.39	0.00%	\$0
03 - ATTORNEY GENERAL'S OFFICE	\$16,585	\$6,292,314	0.26%	\$-4,015	\$25,140	\$7,223,916	0.35%	\$-41,391	\$41,725.41	13,516,230.31	. 0.31%	\$-45,406
04 - SECRETARY OF STATE'S OFFICE	\$5,525	\$1,674,793	0.33%	\$1,977	\$19,320	\$1,967,197	0.98%	\$18,956	\$24,844.68	\$3,641,990.31	0.68%	\$20,933
05 - TREASURER'S OFFICE	\$362	\$585,477	0.06%	\$-946	\$2,430	\$694,474	0.35%	\$634	\$2,792.03	\$1,279,950.28	0.22%	\$-312
06 - CONTROLLER'S OFFICE	\$7,116	\$654,750	1.09%	\$-385	\$53,111	\$800,540	6.63%	\$13,815	\$60,226.94	\$1,455,290.64	4.14%	\$13,429
08 - DEPARTMENT OF ADMINISTRATION	\$164,298	\$7,883,383	2.08%	\$37,428	\$100,654	\$8,967,481	1.12%	\$-4,883	\$264,952.34	16,850,863.65	1.57%	\$32,545
09 - JUDICIAL BRANCH	\$2,506	\$6,862,408	0.04%	\$446	\$3,949	\$7,974,647	0.05%	\$1,600	\$6,455.06	14,837,055.25	0.04%	\$2,046
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$8,083	\$1,526,336	0.53%	\$2,988	\$13,570	\$1,760,118	0.77%	\$-2,091	\$21,653.11	\$3,286,454.29	0.66%	\$897
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$666,628	0.00%	\$0	\$0	\$773,125	0.00%	\$0	\$0.00	\$1,439,753.46	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$48,120	\$4,808,467	1.00%	\$12,623	\$38,304	\$5,710,078	0.67%	\$26,053	\$86,424.48	10,518,544.77	0.82%	\$38,676
15 - COMMISSION ON ETHICS	\$0	\$100,787	0.00%	\$0	\$0	\$133,694	0.00%	\$0	\$0.00	\$234,481.60	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$96,983	0.00%	\$0	\$0	\$114,493	0.00%	\$0	\$0.00	\$211,475.88	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$217	\$228,617	0.09%	\$217	\$662	\$252,200	0.26%	\$-211	\$878.76	\$480,817.16	0.18%	\$6
24 - DEPARTMENT OF VETERANS SERVICES	\$176,032	\$2,783,413	6.32%	\$-56,469	\$230,599	\$3,268,578	7.06%	\$-78,061	\$406,631.79	\$6,051,991.29	6.72%	\$-134,531
30 - DEPARTMENT OF EDUCATION	\$78,691	\$2,553,559	3.08%	\$14,087	\$44,075	\$2,996,448	1.47%	\$3,261	\$122,766.27	\$5,550,007.26	2.21%	\$17,349
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$12,176	\$294,250	4.14%	\$10,651	\$145	\$336,992	0.04%	\$145	\$12,321.38	\$631,242.34	1.95%	\$10,796
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$2,927,687	\$71,511,741	4.09%	\$114,020	\$3,086,804	\$82,300,658	3.75%	\$128,062	\$6,014,491.16	53,812,398.85	3.91%	\$242,083
43 - ADJUTANT GENERAL	\$63,467	\$1,311,973	4.84%	\$4,279	\$63,301	\$1,278,010	4.95%	\$4,831	\$126,767.36	\$2,589,983.10	4.89%	\$9,110
44 - DEPARTMENT OF CORRECTIONS	\$2,840,252	\$36,392,871	7.80%	\$-2,932,146	\$3,219,512	\$42,270,969	7.62%	\$-2,568,784	\$6,059,764.64	78,663,840.30	7.70%	\$-5,500,930
50 - COMMISSION ON MINERAL RESOURCES	\$16,458	\$212,274	7.75%	\$-2,538	\$43	\$194,809	0.02%	\$-358	\$16,500.54	\$407,083.25	4.05%	\$-2,896
55 - DEPARTMENT OF AGRICULTURE	\$37,783	\$1,802,872	2.10%	\$17,893	\$16,495	\$2,013,686	0.82%	\$-106	\$54,278.21	\$3,816,558.08	1.42%	\$17,787
58 - PUBLIC UTILITIES COMMISSION	\$0	\$1,849,658	0.00%	\$0	\$0	\$2,196,122	0.00%	\$0	\$0.00	\$4,045,779.42	0.00%	\$0
61 - GAMING CONTROL BOARD	\$156,413	\$5,929,203	2.64%	\$-1,868	\$144,617	\$7,017,171	2.06%	\$-22,144	\$301,030.27	12,946,373.87	2.33%	\$-24,012
65 - DEPARTMENT OF PUBLIC SAFETY	\$2,331,024	\$21,646,378	10.77%	\$104,858	\$1,879,333	\$24,298,768	7.73%	\$54,736	\$4,210,357.46	45,945,145.42	9.16%	\$159,594
69 - COLORADO RIVER COMMISSION	\$445	\$697,940	0.06%	\$-374	\$2,080	\$798,584	0.26%	\$-37	\$2,525.54	\$1,496,523.46	0.17%	\$-411
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$2,250,466	\$12,742,674	17.66%	\$351,754	\$313,197	\$11,238,879	2.79%	\$-374,916	\$2,563,662.88	23,981,552.87	10.69%	\$-23,162
72 - DEPARTMENT OF WILDLIFE	\$72,936	\$3,659,031	1.99%	\$18,790	\$67,547	\$4,091,915	1.65%	\$9,493	\$140,482.16	\$7,750,945.85	1.81%	\$28,283
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$68,571	\$8,580,789	0.80%	\$14,504	\$41,422	\$10,033,450	0.41%	\$-13,568	\$109,993.46	18,614,238.61	0.59%	\$936
80 - DEPARTMENT OF TRANSPORTATION	\$1,339,206	\$26,213,816	5.11%	\$-53,190	\$1,211,036	\$26,295,592	4.61%	\$164,258	\$2,550,241.23	52,509,407.43	4.86%	\$111,068
81 - DEPARTMENT OF MOTOR VEHICLES	\$195,222	\$12,837,085	1.52%	\$61,958	\$160,023	\$14,954,430	1.07%	\$17,355	\$355,244.62	27,791,514.32	1.28%	\$79,313
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$191,008	\$10,936,485	1.75%	\$7,163	\$88,593	\$11,014,613	0.80%	\$28,131	\$279,601.20	21,951,097.31	1.27%	\$35,294
95 - EMPLOYEES' BENEFITS DIVISION	\$0	\$439,202	0.00%	\$0	\$0	\$508,825	0.00%	\$0	\$0.00	\$948,026.85	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$0	\$221,069	0.00%	\$0	\$0	\$261,053	0.00%	\$0	\$0.00	\$482,121.84	0.00%	\$0
Total	\$13,046,515	\$255,616,569	5.10%	\$-2,240,731	\$11,068,368	\$285,836,496	3.87%	\$-2,393,115	\$24,114,882	\$541,453,066	4.45%	\$-4,633,846



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2019 COMPARATIVE YEAR-TO_DATE ANALYSIS (QTR1-QTR2) VS FY2017-FY2018

NEVADA DEPARTMENT OF ADMINISTRATION

	FY 2017 QTR1-QTR2 FY 2018 QTR1-QTR2 FY 2019 (FY 2019 QTR1-QTR2	019 QTR1-QTR2			
	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/ Comp vs Prior Fiscal Year	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/ Comp vs Prior Fiscal Year		Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/ Comp vs Prior Fiscal Yea
01 - GOVERNOR'S OFFICE	\$218,574	\$2,651,553	8.24%	\$215,172	\$599	\$3,113,921	0.02%	\$-217,975	\$278,269	\$3,547,102	7.84%	\$277,670
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$159,057	0.00%	\$0	\$0	\$150,650	0.00%	\$0	\$0	\$167,224	0.00%	\$
03 - ATTORNEY GENERAL'S OFFICE	\$35,165	\$11,978,744	0.29%	\$11,065	\$87,132	\$13,113,425	0.66%	\$51,967	\$41,725	\$13,516,230	0.31%	\$-45,406
04 - SECRETARY OF STATE'S OFFICE	\$27,441	\$3,014,268	0.91%	\$19,639	\$3,912	\$3,552,486	0.11%	\$-23,529	\$24,845	\$3,641,990	0.68%	\$20,933
05 - TREASURER'S OFFICE	\$3,869	\$1,195,844	0.32%	\$-6,656	\$3,104	\$1,217,236	0.26%	\$-765	\$2,792	\$1,279,950	0.22%	\$-312
06 - CONTROLLER'S OFFICE	\$57,652	\$1,252,123	4.60%	\$4,661	\$46,798	\$1,396,940	3.35%	\$-10,854	\$60,227	\$1,455,291	4.14%	\$13,429
08 - DEPARTMENT OF ADMINISTRATION	\$249,694	\$13,713,789	1.82%	\$116,335	\$232,408	\$15,742,872	1.48%	\$-17,286	\$264,952	\$16,850,864	1.57%	\$32,54
09 - JUDICIAL BRANCH	\$2,886	\$13,687,559	0.02%	\$-1,309	\$4,409	\$14,353,169	0.03%	\$1,523	\$6,455	\$14,837,055	0.04%	\$2,046
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$15,727	\$2,761,679	0.57%	\$7,594	\$20,756	\$3,201,854	0.65%	\$5,030	\$21,653	\$3,286,454	0.66%	\$897
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$1,380,533	0.00%	\$0	\$0	\$1,582,701	0.00%	\$0	\$0	\$1,439,753	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$112,497	\$7,961,968	1.41%	\$78,280	\$47,748	\$9,740,923	0.49%	\$-64,748	\$86,424	\$10,518,545	0.82%	\$38,676
15 - COMMISSION ON ETHICS	\$0	\$197,504	0.00%	\$0	\$0	\$235,054	0.00%	\$0	\$0	\$234,482	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$193,002	0.00%	\$0	\$0	\$209,935	0.00%	\$0	\$0	\$211,476	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$0	\$0	0.00%	\$0	\$873	\$467,293	0.19%	\$346	\$879	\$480,817	0.18%	\$6
23 - COMMISSION ON PEACE OFFICERS STANDARDS & TRAINING	\$527	\$397,643	0.13%	\$-1,235	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0
24 - DEPARTMENT OF VETERANS SERVICES	\$602,146	\$5,119,045	11.76%	\$280,513	\$541,163	\$5,852,568	9.25%	\$-60,983	\$406,632	\$6,051,991	6.72%	\$-134,531
30 - DEPARTMENT OF EDUCATION	\$73,846	\$4,596,554	1.61%	\$32,615	\$105,418	\$4,990,974	2.11%	\$31,572	\$122,766	\$5,550,007	2.21%	\$17,349
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$7,300	\$382,662	1.91%	\$6,265	\$1,526	\$404,609	0.38%	\$-5,774	\$12,321	\$631,242	1.95%	\$10,796
36 - COMMISSION ON POSTSECONDARY EDUCATION	\$0	\$92,001	0.00%	\$-2,580	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$5,063,945	\$130,901,467	3.87%	\$692,907	\$5,772,408	\$144,475,803	4.00%	\$708,464	\$6,014,491	\$153,812,399	3.91%	\$242,083
43 - ADJUTANT GENERAL	\$116,140	\$2,709,334	4.29%	\$-16,386	\$117,657	\$2,400,011	4.90%	\$1,517	\$126,767	\$2,589,983	4.89%	\$9,110
44 - DEPARTMENT OF CORRECTIONS	\$6,882,048	\$67,898,756	10.14%	\$1,424,833	\$11,560,694	\$82,354,959	14.04%	\$4,678,646	\$6,059,765	\$78,663,840	7.70%	\$-5,500,930
50 - COMMISSION ON MINERAL RESOURCES	\$13,617	\$325,455	4.18%	\$135	\$19,397	\$419,686	4.62%	\$5,779	\$16,501	\$407,083	4.05%	\$-2,896
55 - DEPARTMENT OF AGRICULTURE	\$56,991	\$3,355,037	1.70%	\$6,947	\$36,491	\$3,651,427	1.00%	\$-20,500	\$54,278	\$3,816,558	1.42%	\$17,787
58 - PUBLIC UTILITIES COMMISSION	\$0	\$3,142,969	0.00%	\$0	\$0	\$3,630,077	0.00%	\$0	\$0	\$4,045,779	0.00%	\$0
61 - GAMING CONTROL BOARD	\$221,122	\$11,397,684	1.94%	\$-24,661	\$325,042	\$12,626,037	2.57%	\$103,920	\$301,030	\$12,946,374	2.33%	\$-24,012
65 - DEPARTMENT OF PUBLIC SAFETY	\$3,752,773	\$38,852,313	9.66%	\$504,109	\$4,050,763	\$43,909,206	9.23%	\$297,990	\$4,210,357	\$45,945,145	9.16%	\$159,594
69 - COLORADO RIVER COMMISSION	\$3,109	\$1,282,411	0.24%	\$-4,679	\$2,937	\$1,398,138	0.21%	\$-173	\$2,526	\$1,496,523	0.17%	\$-411
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$2,046,850	\$19,721,950	10.38%	\$711,991	\$2,586,824	\$22,351,326	11.57%	\$539,974	\$2,563,663	\$23,981,553	10.69%	\$-23,162
72 - DEPARTMENT OF WILDLIFE	\$131,466	\$6,715,508	1.96%	\$-34,325	\$112,199	\$7,387,568	1.52%	\$-19,266	\$140,482	\$7,750,946	1.81%	\$28,283
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$177,405	\$15,885,533	1.12%	\$48,997	\$109,057	\$17,684,393	0.62%	\$-68,347	\$109,993	\$18,614,239	0.59%	\$936
80 - DEPARTMENT OF TRANSPORTATION	\$2,244,566	\$47,717,564	4.70%	\$250,166	\$2,439,173	\$49,941,048	4.88%	\$194,607	\$2,550,241	\$52,509,407	4.86%	\$111,068
81 - DEPARTMENT OF MOTOR VEHICLES	\$222,359	\$23,495,134	0.95%	\$53,009	\$275,932	\$26,775,497	1.03%	\$53,573	\$355,245	\$27,791,514	1.28%	\$79,313
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$217,530	\$20,493,375	1.06%	\$-28,241	\$244,307	\$21,302,686	1.15%	\$26,778	\$279,601	\$21,951,097	1.27%	\$35,294
92 - DEFERRED COMPENSATION	\$48	\$41,588	0.12%	\$48	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0
95 - EMPLOYEES' BENEFITS DIVISION	\$0	\$0	0.00%	\$0	\$0	\$813,129	0.00%	\$0	\$0	\$948,027	0.00%	\$0
95 - PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$0	\$741,397	0.00%	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$4,226	\$384,836	1.10%	\$359	\$0	\$449,267	0.00%	\$-4,226	\$0	\$482,122	0.00%	\$0
Total	\$22,561,517	465,797,837.21	4.84%	\$4,345,566	\$28,748,728	520,896,869.96	5.52%	\$6,187,259	\$24,114,882	541,453,065.51	4.45%	\$-4,633,846



Overtime Analysis by Event Date Overtime Analysis Settings Agency:

440 DEPARTMENT OF CORRECTIONS

			Accrued Comp						F	Total Dollars	
Organization	Base Pay	Pay	- 1	Dollars	Paid Overtime Hours	Dollars	Total Hours	Total Dollars	- 1	FY19 - 1st QTR	Difference
3706 HR-PRISON MEDICAL CARE	\$ 5,22	5,226,324.63	706:08:00 \$	26,686.80	4062:10:00 \$	182,582.19	4768:18:00 \$	209,268.99	2598:20:00 \$	127,690	81,578.71
3708 HR-OFFENDERS' STORE FUND		541,848,40	0:00	'	209:05:00 \$	7,487.58	209:05:00 \$	7,487.58	333:30:00 \$	10,921	(3,433.86)
3710 HR-DIRECTOR'S OFFICE		2,817,437.40	164:45:00 \$	5,955.43	1019:43:00 \$	47,963.57	1184:28:00 \$	53,919.00	2084:50:00 \$	96.789	(42,869,72)
3711 HR-CORRECTIONAL PROGRAMS	\$ 1,38	,389,246.94	216:45:00 \$	4,538.89	184:45:00 \$	8,354.90	401:30:00 \$	12,893.79	94:35:00 \$	3.089	9.804.40
3715 HR-SO NEVADA CORRECTIONAL CTR		19,835.20	0:00	1	\$ 00:0		\$ 00:0	ĸ	41:50:00 \$	2 223	(2.222.61)
3716 HR-WARM SPRINGS CORRECTNL CTR	•	1,647,753.14	312:00:00 \$	7,925.66	2710:10:00 \$	79,458.94	3022:10:00 \$	87,384.60	1818:10:00 \$	58,512	28.873.10
3717 HR-NO NEVADA CORRECTNL CENTER		3,633,812.02	1435:00:00 \$	36,220.79	12644:09 \$	450,148.29	14079:09 \$	486,369.08	6851:40:00 \$	242,848	243.521.28
3719 HR-PRISON INDUSTRY	\$ 26	262,091.42	0:23 \$	10.41	174:45:00 \$	7,668.38	175:08:00 \$	7,678.79	311:31:00 \$	13,816	(6.137.62)
HR-STEWART CONSERVATION CAMP		206,405.09	128:30:00 \$	3,625.05	1564:00:00 \$	68,371.47	1692:30:00 \$	71,996.52	2944:00:00 \$	140,562	(68,565,64)
3723 HR-PIOCHE CONSERVATION CAMP	\$ 23	236,196.08	91:00:00 \$	2,194.00	268:30:00 \$	7,233.16	359:30:00 \$	9,427.16	998:30:00 \$	38,254	(28,826.65)
HR-NO NV TRANSITIONAL HOUSING	-	174,636.00	0:00 \$	'	255:00:00 \$	9,388.68	255:00:00 \$	9,388.68	127:10:00 \$	5,386	4,002.26
HR-THREE LAKES VLY CNSRVTN CMP		317,795.44	37:00:00 \$	955.99	760:45:00 \$	23,565.59	797:45:00 \$	24,521.58	878:30:00 \$	32,086	(7,564.67)
HR-PRISON RANCH		68,544.80	0:00	a.	199:00:00 \$	5,492.61	199:00:00 \$	5,492.61	194:40:00 \$	6,206	(713.55)
HR-SO DESERT CORRECTIONAL CTR		3,685,943.96	464:45:00 \$	12,354.07	7140:12:00 \$	214,530.83	7604:57:00 \$	226,884.90	4540:45:00 \$	147,189	79,696.06
HR-WELLS CONSERVATION CAMP		166,203.20	117:46:00 \$	3,197.11	446:15:00 \$	15,346.01	564:01:00 \$	18,543.12	1780:50:00 \$	73,362	(54,818.39)
HR-HUMBOLDT CONSERVATION CAMP		156,398.56	64:00:00 \$	1,558.24	1012:00:00 \$	44,094.75	1076:00:00 \$	45,652.99	1821:10:00 \$	79,844	(34,191,49)
3747 HR-ELY CONSERVATION CAMP		165,650.56	0:00	1	793:30:00 \$	30,846.66	793:30:00 \$	30,846.66	1285:20:00 \$	50,018	(19,171.24)
HR-JEAN CONSERVATION CAMP		208,000.16	40:00:00 \$	1,257.28	315:45:00 \$	9,566.22	355:45:00 \$	10,823.50	540:50:00 \$	21,330	(10,506.28)
3751 HR-ELY STATE PRISON		3,841,344.33	381:00:00 \$	9,819.58	19386:23 \$	709,109.78	19767:23 \$	718,929.36	18262:38 \$	203,969	14,960.81
HR-CARLIN CONSERVATION CAMP		131,790.80	16:00 \$	493.04	1464:00:00 \$	60,170.47	1480:00:00 \$	60,663.51	1486:00:00 \$	69,733	(9,069.37)
3754 HR-TONOPAH CONSERVATION CAMP		140,203.60	16:30 \$	346.34	\$ 00:00:629	23,459.68	695:30:00 \$	23,806.02	1314:00:00 \$	49,657	(25,850.85)
HR-LOVELOCK CORRECTIONAL CTR	ന്	3,367,656.38	690:00:00 \$	19,003.16	8662:44:00 \$	301,096.24	9352:44:00 \$	320,099.40	7782:55:00 \$	299,135	20,964.28
3760 HR-CASA GRANDE TRANS HOUSING		423,161.00	12:00 \$	325.80	643:50:00 \$	18,859.20	655:50:00 \$	19,185.00	665:10:00 \$	24,547	(5,361.72)
3761 HR-F MCCLURE WOMENS COR CTR		2,423,771.28	492:30:00 \$	13,404.54	4752:28:00 \$	146,258.69	5244:58:00 \$	159,663.23	3460:36:00 \$	120,633	39,030.36
HR-HIGH DESERT STATE PRISON	\$ 7,54	7,540,929.34	1133:00:00 \$	28,698.81	17812:27 \$	565,575.15	18945:27 \$	594,273.96	12334:19 \$	415,882	178,392.07
3763 HR-INMATE WELFARE ACCOUNT		258,476.64	165:38:00 \$	3,339.17	35:00:00 \$	973.25	200:38:00 \$	4,312.42	33:45:00 \$	819	3,493.51
	\$ 39,05	39,051,456.37	6684:40:00 \$	181,910.16	87195:36 \$	3,037,602.29	93880:16 \$	3,219,512.45	74585:34 \$	2,834,499	385,013.18 13.6%
Top 7 Correctional Centers (including Prison Medical)											
3751 HR-ELY STATE PRISON		3,841,344,33	381:00:00 \$	9,819.58	19386:23 \$	709,109.78	19767:23 \$	718,929.36			
3762 HR-HIGH DESERT STATE PRISON		7,540,929.34	1133:00:00 \$	28,698.81	17812:27 \$	565,575.15	18945:27 \$	594,273.96			
3717 HR-NO NEVADA CORRECTNL CENTER		3,633,812.02	1435:00:00 \$	36,220.79	12644:09 \$	450,148.29	14079:09 \$	486,369.08			
3759 HR-LOVELOCK CORRECTIONAL CTR	\$ 3,36	3,367,656.38	\$ 00:00:069	19,003.16	8662:44:00 \$	301,096.24	9352:44:00 \$	320,099.40			
3738 HR-SO DESERT CORRECTIONAL CTR		3,685,943.96	464:45:00 \$	12,354.07	7140:12:00 \$	214,530.83	7604:57:00 \$				
3706 HR-PRISON MEDICAL CARE		5,226,324.63	706:08:00 \$	26,686.80	4062:10:00 \$	182,582.19	4768:18:00 \$				
3761 HR-F MCCLURE WOMENS COR CTR		2.423.771.28	492:30:00 \$	13 404 54	4752-28:00 \$	146 258 69					

Overtime Analysis by Event Date

Overtime Analysis Settings Agency: 440 DEPARTMENT OF CORRECTIONS

D = -1 -	Bassa	Accrued Comp	Deller	Paid Ove	rtime		0	Total	-	
Code	Reason	Hours	Dollars	Hours	44.40.00		llars	Hours		llars
		0:00			44:15:00		1,201.88			1,201.8
	2 ACCT/FISCAL	0:00			13:10		931.62			931.6
	3 ADMIN	0:00			5:00		166.56			166.5
	4 ADMIN SUPPRT	7:30			0:00		-	7:30		150.3
	6 BUDGET PREP	4:01			32:40:00		1,667.83			1,810.1
	8 CLIENT SVCS	0:00			2:00	\$	127.43			127.4
	11 COVER-AL/MIL	124:53:00		98 28600:09		\$	1,160,508.74		\$	1,163,334.7
	12 COVER-24 HR	8:00			38:00:00		1,037.70	46:00:00		1,285.5
	13 COVER-HOL/WK	5743:30:00		88 36377:44	04 00 00	\$	944,713.30		\$	1,101,646.1
	14 COVER-INJURY	0:00		~~	24:00:00		711.36	24:00:00		711.3
	15 COVER-SICK	36:00:00		28	712:25:00		38,597.61	748:25:00		40,126.8
	16 COVER-TRAIN	0:00		~~	206:30:00		8,585.98			8,585.9
	17 COVER-VACANT	41:38:00		09	1385:13:00		67,383.72			69,013.8
	18 EMERGENCIES	0:00			36:30:00		2,242.76			2,242.7
	19 INVESTIGATE	17:15		95	84:40:00		5,036.25	101:55:00		5,747.2
	20 MEETINGS	0:00			2:00		116.34	2:00		116.3
	21 OFFICE SPPRT	10:00			20:00		789.92			1,214.7
	22 PERSONNEL	0:00			1:30		49.38	1:30		49.3
	23 PROGRAM DEAD	0:00			51:35:00		2,785.10			2,785.1
	24 SITE REPAIR	110:17:00			306:35:00		12,395.48	416:52:00		15,960.4
	25 SPECIAL EVNT	374:53:00			93:35:00		3,532.41	468:28:00		11,260.1
	27 TRAINING	3:00		44	95:00:00		4,816.71	98:00:00		4,944.1
	28 TRAIN-PERSON	0:00			4:00		131.68	4:00		131.6
	29 TRAVEL	68:46:00			106:30:00		4,963.35	175:16:00	\$	7,199.4
	30 WORKLOAD	52:55:00	\$ 1,645.	62	3947:42:00	\$	170,521.52	4000:37:00	\$	172,167.14
	31 WORKSHOPS	0:00	\$-		16:00		410.08	16:00	\$	410.0
	52 AGNCY DEFINE	0:00	\$-		8:15		336.44	8:15	\$	336.4
	53 AGNCY DEFINE	1:30		97	248:00:00	\$	10,286.12	249:30:00	\$	10,330.0
	54 AGNCY DEFINE	0:00	\$-		8:15	\$	323.86	8:15	\$	323.8
	55 AGNCY DEFINE	3:00	\$ 70.	41	72:15:00	\$	3,466.08	75:15:00	\$	3,536.49
	56 AGNCY DEFINE	25:54:00	\$ 725.	98	681:55:00	\$	29,672.90	707:49:00	\$	30,398.8
	57 AGNCY DEFINE	0:00	\$-		148:30:00	\$	6,609.85	148:30:00	\$	6,609.8
	58 AGNCY DEFINE	0:00	\$-		120:35:00	\$	5,602.78	120:35:00	\$	5,602.78
	59 AGNCY DEFINE	10:15	\$ 197.)1	323:30:00	\$	14,836.35	333:45:00	\$	15,033.30
	60 AGNCY DEFINE	0:00	\$-		9:00	\$	315.60	9:00	\$	315.60
	62 AGNCY DEFINE	0:00	\$ -		8:20	\$	420.07	8:20	\$	420.07
	63 AGNCY DEFINE	32:00:00	\$ 738.	54	9753:13:00	\$	378,432.27	9785:13:00	\$	379,170.9
	64 AGNCY DEFINE	9:00			1664:00:00		66,206.15	1673:00:00		66,433.6
	65 AGNCY DEFINE	0:00			4:00		143.04	4:00		143.04
	66 AGNCY DEFINE	0:00			8:00	•	286.08	8:00		286.08
	67 AGNCY DEFINE	0:00			12:00		533.60	12:00	-	533.60
	68 AGNCY DEFINE	0:00			4:00		143.04	4:00		143.04
	69 AGNCY DEFINE	0:00			0:45		23.61	0:45		23.6
	74 AGNCY DEFINE	0:00			1623:30:00		72,618.44	1623:30:00		72,618.44
	81 AGNCY DEFINE	0:00			227:00:00		10,940.46	227:00:00		10,940.46
	83 AGNCY DEFINE	0:00			2:00		81.47	2:00		81.47
	85 AGNCY DEFINE	0:00			8:00		576.09	8:00		576.09
	86 AGNCY DEFINE	0:00			7:45		493.65	7:45		493.65
	87 AGNCY DEFINE	0:00			30:00:00		1,225.65	30:00:00		1,225.65
	89 AGNCY DEFINE	0:23		1	16:05		603.98	16:28		614.39
		6684:40:00		6 87195:36		•	3,037,602.29		\$	3,219,512.45
	11 COVER-AL/MIL	124:53:00		8 28600:09			1,160,508.74		\$	1,163,334.72
	13 COVER-HOL/WK	5743:30:00		8 36377:44		\$	944,713.30		\$	1,101,646.18
	63 AGNCY DEFINE	32:00:00			9753:13:00		378,432.27		\$	379,170.91
	30 WORKLOAD	52:55:00	\$ 1,645.6	2	3947:42:00	\$	170,521.52	4000:37:00	\$	172,167.14
									\$	2,816,318.95
										87.5%

Row Labels	Sum of Total OT Code Dollars	Row Labels	Sum of Total Dollars
OVER-VACANT	775,227.64	406	1,300,928.00
OVER-24 HR	581,777.82	HR-SO NEV ADULT MENTAL HEALTH	872,286.4
OVER-HOL/WK	469,246.05	HR-FAC FOR MENTAL OFFENDER	267,030.6
ACKLOG REDU	455,263.76		
ORKLOAD	-	HR-NNV ADULT MENTAL HEALTH SVC	132,142.9
	193,647.33	HR-HEALTH CARE FACILITY REG	18,714.94
OVER-SICK	121,865.25	HR-BEHAVIORAL HEALTH PREV & TR	5,466.76
RAINING	77,824.43	HR-CHILD CARE SERVICES	1,422.96
LIENT SVCS	65,244.62	HR-OFF OF STATE HEALTH ADMIN	1,274.3
GNCY DEFINE	62,965.85	HR-ENVIRONMENTAL HEALTH SRVCS	743.5
OVER-AL/MIL	42,738.87	HR-HEALTH STATISTICS&PLANNING	648.9
FFICE SPPRT	35,559.40	HR-RADIATION CONTROL PROGRAM	581.7
RAVEL	27,530.41	HR-HEALTH ALERT NETWORK	328.6
MERGENCIES	25,239.79	HR-EMERGENCY MEDICAL SERVICES	286.08
VESTIGATE	23,190.88	HR-CANCER CONTROL REGISTRY	200.00
PECIAL EVNT	23, 190.88	HR- MARIJUANA HEALTH REGISTRY	•
UDGET PREP			-
	20,489.29	HR-WIC FOOD SUPPLEMENT	-
ROGRAM DEAD	20,014.30	HR-COMMUNICABLE DISEASES	-
DMIN	9,739.18	HR-CHRONIC DISEASE	-
CCT/FISCAL	7,971.76	HR-COMMUNITY HEALTH SERVICES	-
TAFF MEET	7,905.98	HR-HHS DPBH RURAL CLINICS	-
CCIDENTS	6,844.28	HR-BEHAVIORIAL HEALTH ADMINSTR	-
ITE REPAIR	6,539.63	HR-HHS HD BIOSTATS & EPIDMILG	-
OVER-TRAIN	6,086.61	(blank)	
EETINGS	5,639.09	HR-IMMUNIZATION PROGRAM	_
RSONNEL	2,850.78	HR-MATERNAL CHILD HEALTH SRVC	-
AIN-PERSON	2,690.14	409	727 007 0/
IENT MEET	2,635.31	HR-NEVADA YOUTH TRAINING CTR	737,097.90
ank)			173,135.16
	2,128.10	HR-SO NEV CHILD & ADLSCNT SVCS	172,802.81
OURT	1,979.55	HR-CALIENTE YOUTH CENTER	158,398.61
OVER-INJURY	1,185.93	HR-SUMMIT VIEW YOUTH CENTER	103,737.98
ONFERENCES	1,022.72	HR-RURAL CHILD WELFARE	78,360.45
DMIN SUPPRT	907.91	HR-NO NEV CHILD & ADLSCNT SVCS	35,716.58
rand Total	3,086,803.91	HR-YOUTH PAROLE SERVICES	9,281.84
		HR-CHILDREN/YOUTH/FAMILY ADMIN	5,664.47
OVER-VACANT	775,227.64	(blank)	-1
OVER-24 HR	581,777.82	HR-COMMUNITY JUV JUSTICE PRG	-
OVER-HOL/WK	469,246.05	HR-UNITY/SACWIS	-
ACKLOG REDU	455,263.76	402	527,263.89
	2,281,515.27	HR-DESERT REGIONAL CENTER	456,904.28
	73.9%	HR-AGING FEDERAL PROG & ADMIN	
	13.370		47,982.06
		HR-SIERRA REGIONAL CENTER	12,069.23
		HR-COMMUNITY BASED SERVICES	10,045.98
		HR-EARLY INTERVENTION SVCS	262.34
		HR-SENIOR RX AND DISABILITY RX	-
		(blank)	
		HR-RURAL REGIONAL CENTER	-
		407	476,445.14
		HR-WELFARE FIELD SERVICES	452,446.09
		HR-WELFARE ADMINISTRATION	23,999.05
		(blank)	20,000.00
		HR-CHILD SPPRT ENFORCEMNT PROG	-
		HR-CHILD CARE ASSIST & DEVEL	-
		HR-ENERGY ASSISTANCE - WELFARE	-
		403	37 577 8

.

HR-ENVIRONMENTAL HEALTH SRVCS	743.52
HR-HEALTH STATISTICS&PLANNING	648.97
HR-RADIATION CONTROL PROGRAM	581.75
HR-HEALTH ALERT NETWORK	328.69
HR-EMERGENCY MEDICAL SERVICES	286.08
HR-CANCER CONTROL REGISTRY	200.00
HR- MARIJUANA HEALTH REGISTRY	-
	-
	-
HR-COMMUNICABLE DISEASES	-
HR-CHRONIC DISEASE	-
HR-COMMUNITY HEALTH SERVICES	-
HR-HHS DPBH RURAL CLINICS	-
HR-BEHAVIORIAL HEALTH ADMINSTR	-
HR-HHS HD BIOSTATS & EPIDMILG	-
(blank)	
HR-IMMUNIZATION PROGRAM	-
HR-MATERNAL CHILD HEALTH SRVC	-
409	737,097.90
HR-NEVADA YOUTH TRAINING CTR	173,135.16
HR-SO NEV CHILD & ADLSCNT SVCS	172,802.81
HR-CALIENTE YOUTH CENTER	158,398.61
HR-SUMMIT VIEW YOUTH CENTER	103.737.98
HR-RURAL CHILD WELFARE	78,360.45
HR-NO NEV CHILD & ADLSCNT SVCS	35,716.58
HR-YOUTH PAROLE SERVICES	9,281.84
HR-CHILDREN/YOUTH/FAMILY ADMIN	5.664.47
(blank)	0,004.47
HR-COMMUNITY JUV JUSTICE PRG	
HR-UNITY/SACWIS	-
402	- 537 363 80
	527,263.89
HR-DESERT REGIONAL CENTER	456,904.28
HR-AGING FEDERAL PROG & ADMIN	47,982.06
HR-SIERRA REGIONAL CENTER	12,069.23
HR-COMMUNITY BASED SERVICES	10,045.98
HR-EARLY INTERVENTION SVCS	262.34
HR-SENIOR RX AND DISABILITY RX	-
(blank)	
HR-RURAL REGIONAL CENTER	-
407	476,445.14
HR-WELFARE FIELD SERVICES	452,446.09
HR-WELFARE ADMINISTRATION	23,999.05
(blank)	
HR-CHILD SPPRT ENFORCEMNT PROG	-
HR-CHILD CARE ASSIST & DEVEL	-
HR-ENERGY ASSISTANCE - WELFARE	-
103	37,577.85
HR-HEALTH CARE FIN & POLICY	37,577.85
(blank)	01,01100
(Dianky	7,491.07
HR-ADMINISTRATION	and the second
	6,855.80
HR-GRANTS MANAGEMENT UNIT	635.27
HR-IDEA PART C COMPLIANCE	-
	-
HR-CONSUMER HEALTH ASSISTANCE	
HR-PUBLIC DEFENDER	-
	3,086,803.91