

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 East Musser Street, Room 200 / Carson City, Nevada 89701-4298  
Phone: (775) 684-0222 / Fax: (775) 684-0260  
<http://budget.nv.gov/Meetings>

### PUBLIC MEETING NOTICE AND AGENDA

**Date and Time:** March 8, 2022, 10:00 AM

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

**Video Conference Location:** Grant Sawyer Building  
555 East Washington Avenue, Suite 5100  
Las Vegas, Nevada 89101

This meeting may be viewed on YouTube.  
The link will not go live until 10:00 am.  
<https://www.youtube.com/watch?v=KgGCBYQXphA>

**Conference Call Line** 775-687-0999 or 702-486-5260  
**for Public Comment:** Please call 775-684-0222 for a collaboration code

### AGENDA

1. **Call to Order / Roll Call**
2. **Public Comment** (The first public comment is limited to comments on items on the agenda. 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 8, 2022 Meeting Minutes** (For possible action)

#### 4. **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 Administration – State Public Works Division – Building and Grounds	4	\$136,860
Department of Public Safety – State Fire Marshal Division	1	\$26,807
Department of Public Safety – State Fire Marshal Division	1	\$46,718
<b>Total</b>	<b>6</b>	<b>\$210,385</b>

#### 5. **Authorization for an Emergency Contract with a Current and/or Former State Employee** (For possible action)

##### **Department of Corrections – Prison Medical Care**

Pursuant to NRS 333.705, subsection 4, the Department of Corrections seeks a favorable recommendation regarding the agency's determination to use the emergency provision to contract with former employee Brian Egerton to provide nursing services at the Lovelock Correctional Center through Master Service Agreement #23211 with Reliable Health Care Services of Southern Nevada.

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

##### **A. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Brian Egerton to provide nursing services at Lovelock Correctional Center due to a staffing shortage for the Department of Corrections through Master Service Agreement #23211 Reliable Health Care Services of Southern Nevada, Inc.

##### **B. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Maureen Hullinger to provide front line customer support for the Department of Wildlife's call center for evening and weekend shifts during the department's big game application period through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

### **C. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Kathleen Teligades to provide front line customer support for the Department of Wildlife's call center for evening and weekend shifts during the department's big game application period through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

### **D. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Vera Lynn Walker to provide front line customer support for the Department of Wildlife's call center for evening and weekend shifts during the department's big game application period through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

### **E. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with former employee Richard C. Bosch, currently employed by Diversified Consulting Services, to provide professional and technical engineering services in support of the Spaghetti Bowl Xpress Design Build project – US395 / I580 and I80 in Washoe County.

## **7. Request for Approval to Pay a Tort Claim Pursuant to NRS 41.036** (For possible action)

Pursuant to NRS 41.036, the Office of the Attorney General submits the following Tort Claim request for approval, representing payment for attorneys fees in First Judicial District Court case no. 19-OC-00127-IB:

Claimant:	The Honorable James Settlemeyer, et al.
Claim No:	TC20001
Settlement Amount:	\$150,000
Date of Loss:	July 19, 2019

## **8. Request for Designation of Bad Debt** (For possible action)

### **Department of Business and Industry – Division of Industrial Relations**

Pursuant to NRS 232.605, Subsection 2, the Advisory Council to the Division of Industrial Relations requests that the Board of Examiners designate the following debts as bad debts, as they have been determined to be uncollectible:

A. Occupational Safety and Health Administration Fines/Penalties	\$149,290.00
B. Uninsured Employer Claim Account	\$14,569,207.89
C. Worker's Compensation Administrative Fines and Premium Penalties	\$271,683.97
D. Mechanical Compliance	\$3,501.47
<b>Total</b>	<b>\$14,993,683.33</b>

## **9. Request for Approval of Payment from the Statutory Contingency Account** (For possible action)

Pursuant to NRS 41.950 and NRS 41.970, the Governor's Finance Office requests the Board of Examiners to approve a payment of \$220,922.82 from the Statutory Contingency Account to Ignacio Dealba, Jr. representing compensation for his wrongful conviction.

## **10. 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 a payment to the U.S. Treasury in an amount not to exceed \$71,584 from the General Fund. This is the highest possible liability payment for 2021. The U.S. Treasury is reviewing the report and is expected to have a final liability amount by March 14, 2022. Payment to the U.S. Treasury is required by March 31, 2022.

## **11. Collective Bargaining** (For possible action)

### **A. Department of Administration – Division of Human Resource Management**

Pursuant to NRS 288.555, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Branch Department of the State of Nevada, requests approval of an agreement entered into by the state and the American Federation of State, County and Municipal Employees, Local 4041 for the following Bargaining Units:

- A - Labor, maintenance, custodial and institutional employees
- E - Professional employees who provide health care
- F - Employees, other than professional, who provide health care and personal care
- I - Category III peace officers

## **B. Department of Administration – Division of Human Resource Management**

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Branch Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement with the Nevada Police Union for Bargaining Unit G effective July 1, 2021.

## **C. Department of Administration – Division of Human Resource Management**

Pursuant to NRS 288.555, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Branch Department of the State of Nevada, requests approval to pay attorney's fees and costs in the amount of \$16,072.09 pursuant to an arbitration decision between the State and the Nevada Police Union for Bargaining Unit G.

### **12. [Approval of Proposed Leases](#) (For possible action)**

### **13. [Approval of Proposed Contracts](#) (For possible action)**

### **14. [Approval of Proposed Master Service Agreements](#) (For possible action)**

### **15. [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 \$100,000. Per direction from the September 14, 2021 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$99,999). Attached is a list of all applicable approvals for contracts and amendments approved from January 14, 2022 through February 14, 2022.

## **16. Information Item Reports**

### **A. Department of Conservation and Natural Resources – Division of State Lands – Fiscal Year 2022, 2nd Quarter**

Pursuant to NRS 321.5954, subsection 4, the State Land Registrar 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. This report covers program activities for the period of October 1, 2021 through December 31, 2021.

## **B. Statewide Quarterly Overtime Report – Fiscal Year 2022, 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 2022.

## **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, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of January 31, 2022.

Below is the available balance for each account prior to any projected outstanding claims.

Tort Claim Fund	\$ 4,395,992.84
Statutory Contingency Account	\$ 12,021,904.79
Stale Claims Account	\$ 2,418,891.73
Emergency Account	\$ 354,763.00
Disaster Relief Account	\$ 7,505,618.81
IFC Unrestricted Contingency Fund General Fund	\$ 26,438,872.48
IFC Unrestricted Contingency Highway Fund	\$ 1,638,068.35
IFC Restricted Contingency Fund General Fund	\$ 8,792,164.00
IFC Restricted Contingency Highway Fund	\$ 334,796.00

## **17. Public Comment** (This public comment period is for any matter that is within the jurisdiction of the public body. 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.)

## **18. Adjournment**

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](mailto: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](mailto: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
- Posted on the Internet: <http://budget.nv.gov/Meetings/Meetings-new/> and <https://notice.nv.gov>

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**Date and Time:** February 8, 2022, 10:00 AM

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

**Video Conference Location:** Grant Sawyer Building  
555 East Washington Avenue, Suite 5100  
Las Vegas, Nevada 89101

### **MEMBERS PRESENT:**

Governor Steve Sisolak  
Secretary of State Barbara Cegavske – on the phone  
Attorney General Aaron Ford – on the phone

### **STAFF PRESENT:**

Susan Brown, Clerk of the Board  
Dale Ann Luzzi, Board Secretary  
Rosalie Bordelove, Board Counsel

## MEETING MINUTES

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

**Governor:** Good morning, everyone. I would like to call today's meeting of the State Board of Examiners to order for February 8, 2022 at 10 a.m. Could I ask the Clerk to take the roll, please?

**Board Secretary:** Good morning. Governor Sisolak?

**Governor:** Here.

**Board Secretary:** Secretary of State Cegavske?

**Secretary of State:** I'm here.

**Board Secretary:** Attorney General Ford?

**Attorney General:** Here.

**Board Secretary:** Let the record reflect we do have a quorum.

- 2. Public Comment** (The first public comment is limited to comments on items on the agenda. 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:** Item number two, *Public Comment*. This is the first time set aside for public comment. Anyone wishing to address the Board on any item on today's agenda, please step forward, identify yourself for the record and comments will be limited to three minutes. We'll start with the folks down there in Las Vegas.

**Broadcasting Technician:** No one here, sir.

**Governor:** Thank you. Do we have anyone in Carson City for this portion of the public comment?

**Clerk of the Board:** We do not.

**Governor:** Do we have any electronic or written public comments?

**Clerk of the Board:** We do not.

**Governor:** We will close item number two.

- 3. Approval of the January 11, 2022 Meeting Minutes** (For possible action)

**Governor:** Item number three, *Approval of the January 11, 2022 Meeting Minutes*. Do I have a motion?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval of the minutes, is there any discussion? All in favor, signify by saying aye. Are any opposed? The motion passes.

**4. Authorization for an Emergency Contract with a Current and/or Former State Employee** (For possible action)

**A. Governor's Finance Office – Office of Project Management**

Pursuant to NRS 333.705, subsection 4, the Governor's Finance Office, Office of Project Management seeks a favorable recommendation regarding the agency's determination to use the emergency provision to contract with former employee Linda Hobold to provide specialized knowledge and expertise of the Advantage HR system and to keep the Legacy system operational until the SMART 21 project is complete for the Office of Project Management through Master Service Agreement #99SWC-NV19-2461 with Knowledge Services.

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

Pursuant to NRS 333.705, subsection 4, the Department of Health and Human Services, Division of Child and Family Services seeks a favorable recommendation regarding the agency's determination to use the emergency provision to contract with former employee Patricia Pelan to provide psychiatric nursing services due to the urgent need to increase bed capacity at the Desert Willow Treatment Center through Master Service Agreement #23211 with Reliable Health Care Services of Southern Nevada, Inc.

**Governor:** Item number 4, *Authorization for an Emergency Contract with a Current and/or Former State Employee*.

**Clerk of the Board:** Good morning. Pursuant to subsection 4 of Nevada Revised Statute (NRS) 333.705, an agency may contract with a former employee without first obtaining a Board of Examiner's approval if the term of the contract is for less than four months and the head of the using agency determines that an emergency exists.

If the using agency contracts with an individual pursuant to this exception, they must submit a copy of the contract and the description of the emergency to the Board of Examiners who shall review the contract and description of the emergency and notify the agency whether or not they would have approved the contract, had it not been entered under the emergency provision.

Under item 4-A, where the agenda currently reads Department of Administration, Purchasing Division, it should read, Governor's Finance Office, Office of Project Management; and under 4-B, it should read the Department of Health and Human Services, Division of Child and Family Services.

Do you want to take these two items together or would you like them separately?

**Governor:** Together.

**Clerk of the Board:** The first request is from the Governor's Finance Office, Office of Project Management. They are seeking a favorable recommendation from the Board on their use of the emergency provision to contract with a former employee. They contracted with this employee through Knowledge Services for the period of December 6, 2021 through March 31, 2022 to provide essential assistance in maintaining the current human resources system.

The second request is from the Department of Health and Human Services, Division of Child and Family Services. They are seeking a favorable recommendation from the Board on their use of the emergency provision to contract with a former employee. The Division contracted through Reliable Health Care Services for the period of January 10, 2022 through May 10, 2022 to provide essential psychiatric nursing services due to increased bed capacity in the Desert Willow Treatment Center. Are there any questions on these items?

**Governor:** Do we have any questions from either Secretary Cegavske or General Ford?

**Secretary of State:** None here.

**Attorney General:** None here.

**Governor:** Do I have a motion?

**Attorney General:** Move approval.

**Governor:** We have a motion to approve 4-A and 4-B. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes unanimously.

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

**A. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Linda Hobold to provide specialized knowledge and expertise of the Advantage HR system and to keep the Legacy system operational until the SMART 21 project is complete for the Office of Project Management through Master Service Agreement #99SWC-NV19-2461 with Knowledge Services.

**B. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Patricia Pelan to provide psychiatric nursing services due to the urgent need to increase bed capacity at the Desert Willow Treatment Center for the Department of Health and Human Services, Division of Child and Family Services through Master Service Agreement #23211 with Reliable Health Care Services of Southern Nevada, Inc.

### **C. Department of Education**

Pursuant to NRS 333.705, subsection 1, the Department requests to contract with a former employee, Felicia Gonzales. Ms. Gonzales will provide coordination and direction with respect to Nevada's use of Elementary and Secondary School Emergency Relief funds. This item relates to contract #25419 under Agenda Item 9.

**Governor:** Item number 5, *Authorization to Contract with a Current and/or Former State Employee*.

**Clerk of the Board:** There are three requests to contract with former employees pursuant to NRS 333.705, subsection 1. I would recommend that we take item three separately as it relates to a contract under Agenda Item 9.

**Governor:** Alright, starting with 5-A and 5-B.

**Clerk of the Board:** Item 5-A is from the Department of Administration, Purchasing Division to contract with a former employee to assist in maintaining the current Advantage human resources system and keeping it operational as the State transitions to a new system. This individual will be employed on a part-time basis through Knowledge Services through July 2022.

Item 5-B is also from the Department of Administration, Purchasing Division to contract with a former employee to provide psychiatric nursing services at Desert Willow Treatment Center. This individual will be employed through Reliable Health Care Services of Southern Nevada and the duration of the contract is expected to be from May 2022 through January 2023.

**Governor:** Do we have any questions on item numbers 5-A or 5-B?

**Secretary of State:** I don't have any questions, thank you.

**Governor:** Do we have a motion on items 5-A and 5-B?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

**Governor:** Now on to item number 5-C.

**Clerk of the Board:** Item 5-C is from the Department of Education to contract with a former employee to provide coordination and direction for use of Elementary and Secondary School Emergency Relief funds. The duration of this contract is expected to be approximately two years and five months. This item relates to Agenda Item 9, contract number 8, between the Department of Education and F. Gonzalez Consulting, LLC. Are there any questions on this item?

**Governor:** Do we have any questions then item number 5-C?

**Attorney General:** None here.

**Governor:** Hearing none. Do I have a motion on 5-C?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

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

**A. Department of Conservation & Natural Resources – Division of Forestry**

Pursuant to NRS 353.268, the Division requests the Board's recommendation to the Interim Finance Committee for an allocation of \$5,020,828 from the Interim Finance Committee Contingency Account to cover costs associated with the emergency response expenses within the Nevada Division of Forestry fire suppression account.

**B. Office of the Secretary of State**

Pursuant to NRS 353.268, the Office requests the Board's recommendation to the Interim Finance Committee for an allocation of \$2,206,158 from the Interim Finance Committee Contingency Account to cover costs associated with the implementation requirements of Assembly Bill 321 of the 2021 Legislative Session.

**Governor:** *Request for Recommendation of Approval to the Interim Finance Committee for an Allocation Amount from the Contingency Account.*

Will you want to do these separately?

**Clerk of the Board:** Yes.

**Governor:** We'll do them separately.

**Clerk of the Board:** Agenda item 6 has two requests for a positive recommendation to the Interim Finance Committee, pursuant to NRS 353.268. The General Fund Contingency Account has an approximate balance of \$26.4 million to cover unanticipated costs for the remainder of the 2021-2023 biennium. If these items are approved, the remaining balance in the account would be approximately \$19.1 million.

The first request is from the Department of Conservation and Natural Resources, Division of Forestry for an allocation of \$5,020,828 to cover costs associated with emergency response expenses within the Forestry Fire Suppression account. Are there any questions on this item?

**Governor:** Do you have any questions on item 6-A? Hearing and seeing none. Do I have a motion on 6-A?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

**Governor:** Item number 6-B.

**Clerk of the Board:** This request is from the Office of the Secretary of State for an allocation of \$2,206,158 to cover the costs associated with the implementation requirements of Assembly Bill 321 of the 2021 Legislative Session. This includes expenses such as ballot drop boxes, software and sorting equipment that were not included in funds provided through Assembly Bill 321. Are there any questions on this item?

**Governor:** Do you have any questions on 6-B? Do I have a motion on 6-B?

**Attorney General:** I move approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

## **7. Collective Bargaining** (For possible action)

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resources Management, acting on behalf of the Executive Department of the State of Nevada, requests approval of a department-specific agreement entered into by the State and the American Federation of State, County and Municipal Employees, Local 4041 for the following Bargaining Units:

A - Labor, maintenance, custodial and institutional employees

E - Professional employees who provide health care

F - Employees, other than professional, who provide health care and personal care

I - Category III peace officers

**Governor:** Item number seven, *Collective Bargaining*.

**Clerk of the Board:** Item number seven is an addendum to an existing Collective Bargaining Agreement. Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Department of the State of Nevada requests approval of this addendum to the existing

Collective Bargaining Agreement with the American Federation of State County and Municipal Employees, (AFSCME) Local 441. This addendum adds shift bidding procedures for the Department of Health and Human Services for employees in these bargaining units and it also updates language to clarify that the Department of Transportation and Department of Veterans Services do not have shift bidding procedures for employees in these bargaining units. Are there any questions on this item?

**Governor:** Do we have any questions on item number 7?

**Attorney General:** None here.

**Governor:** Do I have a motion on item number 7?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval. Is there any discussion on that motion? Hearing and seeing none. All in favor, signify by saying aye.

**Attorney General:** Aye.

**Governor:** Aye.

Are any opposed?

**Secretary of State:** I oppose.

**Governor:** The motion passes.

## **8. Approval of Proposed Leases** (For possible action)

**Governor:** Item number eight, *Approval of Proposed Leases*.

**Clerk of the Board:** There are two leases under agenda item eight today. Are there any questions on these items?

**Governor:** Do we have questions on the two leases under item number 8? Seeing none, do I have a motion?

**Attorney General:** I move approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

## **9. Approval of Proposed Contracts** (For possible action)

**Governor:** Item number nine.

**Clerk of the Board:** There are 25 contracts in agenda item nine today for approval by the Board. I would note that contract number 2 between the Controller's Office and GCR Incorporated, doing business as Civix has been withdrawn by the agency. So, this agenda item would be to approve contracts 1 and 3 through 25. Are there any questions on these items?

**Secretary of State:** I have a disclosure on item 9, contract 22 between the Department of Business and Industry and Opportunity Village. May I make that now?

**Governor:** Please.

**Secretary of State:** Thank you. I do not believe the independence of judgment of a reasonable person in my situation would be materially affected by the relationship with Opportunity Village as a board member. Based on the nature of my relationship with Opportunity Village I'm not going to recuse myself from voting on contract number 22 under agenda item 9. I now ask the deputy attorney general if that disclosure is satisfactory under NRS 281A.

**Rosalie Bordelove:** Yes, Secretary.

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

**Governor:** Thank you, Secretary. Do we have a motion on items 1 and 3 through 25?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are 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 of the Board:** There are 20 master service agreements under agenda item 10 for approval by the Board today. Are there any questions on any of these items?

**Governor:** Do we have any questions on items 1 through 20?

**Attorney General:** Not here.

**Governor:** Do we have a motion?

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

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are 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 \$100,000. Per direction from the September 14, 2021 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$99,999). Attached is a list of all applicable approvals for contracts and amendments approved from December 23, 2021 through January 13, 2022.

**Governor:** Item number 11, *Information Item, Clerk of the Board Contracts*.

**Clerk of the Board:** As noted, this is an information item and Agenda Item 11 has 30 contracts over \$10,000 and under the \$100,000 threshold that were approved by the Clerk of the Board between December 23, 2021 and January 13, 2022. Are there any questions on any of these items?

**Governor:** No questions. Again, Susan, I want to compliment you and your staff for the briefing I receive on this. It answers all my questions before we get to this meeting so, I appreciate your diligence and having those meetings for each of us.

**Secretary of State:** Governor, I want to say ditto. Thank you.

**Governor:** They do a great job.

## **12. Information Item Reports**

### **Department of Motor Vehicles – Complete Streets**

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 is the 2nd quarter of fiscal year 2022 report for the period beginning October 1, 2021 and ending December 31, 2021.

**Governor:** Moving on to item number 12, an information item report on the Complete Streets program.

**Clerk of the Board:** Item 12 is an informational report from the Department of Motor Vehicles on the voluntary contributions collected by counties pursuant to NRS 482.480, also known as the Complete Streets program. This report is for the period of October 1, 2021 through December 31, 2021.

During the second quarter of fiscal year 2022, the Department collected \$97,268, compared to \$95,656 in the same period last year and \$106,871 collected last quarter. Of the amount collected, approximately 78.5% was from Clark County, with 15% coming from Washoe County and just over 3% each from Carson City and Douglas County. Approximately 13%

of those registering a vehicle in these counties during the quarter contributed to the Complete Streets program during this period. Are there any questions on this item?

**Governor:** Do we have any questions on Complete Streets?

**Attorney General:** None here.

**Governor:** Hearing and seeing none. We'll close the item.

**13. Public Comment** (This public comment period is for any matter that is within the jurisdiction of the public body. 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:** Moving on to item number 13, which is *Public Comment*. This is the second session of public comment. Anyone wishing to address the Board on any item of which we have jurisdiction, please come forward, identify yourself for the record and comments will be limited to three minutes. We'll start in Las Vegas. Is there anybody in Las Vegas for public comment?

**Broadcast Technician:** No, sir.

**Governor:** Do we have any public comment in Carson City? None.

Do we have any written public comment or telecommunications?

**Clerk of the Board:** Do we have anybody on the phone? No.

**Governor:** Hearing and seeing none.

#### **14. Adjournment**

**Governor:** We are adjourned. Thank you, everybody.

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 7, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Natasha Kephart, 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 – STATE PUBLIC WORKS DIVISION – BUILDINGS  
AND GROUNDS**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department of Administration, State Public Works Division, Buildings and Grounds requests approval to purchase four replacement vehicles for a total amount not to exceed \$136,859.40.

Additional Information:

During the 2021 Legislative Session the State Publics Works, Building and Grounds Division was approved to replace four vehicles in decision units E712 for a total dollar amount of \$131,756. The division received approval at the November 2021 Board of Examiners to move forward with the purchase of these replacement vehicles from Fallon Ford. Since the time that approval was provided, the agency was notified by Fallon Ford that those vehicles were no longer available to the State. However, the cost for the vehicles will be higher than originally quoted from Fallon Ford. Additionally, the division realized that the truck configuration originally ordered (standard cab) would not be adequate to meet the division's operational needs so they are requesting to purchase the super cab version instead of the trucks originally ordered.

REVIEWED: 

The increased cost to purchase the replacement vehicle from Capital Ford instead of Fallon Ford, with the upgraded model, is \$17,748.32. There is sufficient funding authority in the division's legislatively approved budget to cover this cost difference.

Statutory Authority:

NRS 334.010

**Steve Sisolak**  
*Governor*



**Laura Freed**  
*Director*

**Matthew Tuina**  
*Deputy Director*

**Ward Patrick**  
*Administrator*

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
**State Public Works Division**

515 E. Musser St | Carson City, Nevada 89701  
Phone: (775) 684-4141 | [www.publicworks.nv.gov](http://www.publicworks.nv.gov) | Fax: (775) 684-4142

Date: February 8, 2022

To: Natasha Kephart  
Budget Analyst

From: Ward Patrick Administrator

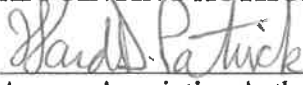
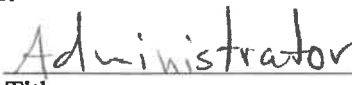
Subject: March Agenda Item Request

Please put the attached Board of Examiners (BOE) vehicle request on the March BOE agenda. This request is to purchase replacement vehicles approved in the FY22 budget.

Attachments:

- BOE vehicle purchase form
- Requested vehicles list
- Quote

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

<b>Agency Name:</b> <small>Department of Administration</small>	<b>Budget Account #:</b> 1349
<b>Contact Name:</b> <small>Michael Johnson</small>	<b>Telephone Number:</b> 775-684-1800
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information: <b>Number of vehicles requested:</b> 4 <b>Amount of the request:</b> \$136,859.40 <b>Is the requested vehicle(s) new or used:</b> New <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> <small>Pick Up 3/ Ton 4x4 and 4x2</small> <b>Mission of the requested vehicle(s):</b> To haul tools, materials, low man lift, and dump trailer to various buildings in Carson City, Reno and Las Vegas	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E712 <b>If no, please explain how the vehicles will be funded?</b> n/a
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 4 Replacement(s)	
<b>Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 1997 GMC (EX42892) Odometer Reading: 205,368 Type of Vehicle: Pick Up  Vehicle #2 Model Year: 1994 Chevy 1500 (EX49218) Odometer Reading: 274,306 Type of Vehicle: Pick Up	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</b> Yes  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. N/A
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Agency Appointing Authority         </div> <div style="text-align: center;">             Title         </div> <div style="text-align: center;">           2/8/22            Date         </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between;"> <div>Board of Examiners</div> <div>Date</div> </div>	

**Current Vehicle Information:**

Vehicle #3 Model Year: 2000 Ford (EX57498)

Odometer Reading: 241,187

Type of Vehicle: Pick up

Vehicle #4 Model Year: 2000 Ford E15 (EX60154)

Odometer Reading: 162,086

Type of Vehicle: Pick up

### Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2022 F250 4x4 Super Cab		
<b>Dealer Name:</b>	Capital Ford Carson City		
<b>Delivery Location:</b>	515 E. Musser St, Carson City, NV 89423		
<b>Vehicle Colors:</b>	Exterior: White	Interior: Grey	<input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	3	\$ 34,851.60	\$104,554.80
SPECIFY OPTIONS: (description)			\$
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$
DMV Title and DRS Fee's	3	\$28.25	\$84.75
<b>GRAND TOTAL:</b>			<b>\$104,639.55</b>

<b>Registered Owner:</b>	Agency Name & Address: Department of Administration 515 E. Musser St, Carson City, NV
<b>Legal Owner:</b>	Agency Name & Address: Department of Administration 515 E. Musser St, Carson City, NV
<b>County Vehicle Based In:</b>	Carson County
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	Michael Johnson 775-690-8208



Prepared by: TIMOTHY SMITH  
02/08/2022

Capital Ford | 3660 South Carson Street Carson City Nevada | 897015579

2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 245 | Quote ID: 282022

## Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$41,830.00
Options			\$2,090.00
Colors			\$0.00
Upfitting			\$0.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,695.00
<b>Subtotal</b>			<b>\$45,615.00</b>
<i>Pre-Tax Adjustments</i>			
<b>Code</b>	<b>Description</b>	<b>MSRP</b>	
56M	GPC	-\$8,600.00	
<b>Subtotal</b>			<b>\$37,015.00</b>
<i>Discount Adjustments</i>			
Discount Adjustments			-\$2,163.40
<b>Subtotal</b>			<b>\$34,851.60</b>
<b>Total</b>			<b>\$34,851.60</b>

Customer Signature

Acceptance Date

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

### Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2022 F250 4x2 Super Cab		
<b>Dealer Name:</b>	Capital Ford Carson City		
<b>Delivery Location:</b>	2300 McLeod St, Las Vegas, NV 89104		
<b>Vehicle Colors:</b>	Exterior: White	Interior: Gray	<input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 32,191.60	\$32,191.60
SPECIFY OPTIONS: (description)			\$
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$
DMV Title and DRS Fee's		\$28.25	\$28.25
<b>GRAND TOTAL:</b>			<b>\$32,219.85</b>

<b>Registered Owner:</b>	Agency Name & Address: Department of Administration 2300 McLeod St, Las Vegas, NV 89104
<b>Legal Owner:</b>	Agency Name & Address: Department of Administration 2300 McLeod St, Las Vegas, NV 89104
<b>County Vehicle Based In:</b>	Clark County
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	Martin Fischer 702-348-5635



Prepared by: TIMOTHY SMITH  
02/08/2022

Capital Ford | 3660 South Carson Street Carson City Nevada | 897015579

2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 245 | Quote ID: 2822A

## Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$39,030.00
Options			\$2,090.00
Colors			\$0.00
Upfitting			\$0.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,695.00
<b>Subtotal</b>			<b>\$42,815.00</b>
<i>Pre-Tax Adjustments</i>			
Code	Description		MSRP
56M	GPC		-\$8,600.00
<b>Subtotal</b>			<b>\$34,215.00</b>
<i>Discount Adjustments</i>			
Discount Adjustments			-\$2,023.40
<b>Subtotal</b>			<b>\$32,191.60</b>
<b>Total</b>			<b>\$32,191.60</b>

Customer Signature

Acceptance Date

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

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 14, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Jim Rodriguez, Executive Branch Budget Officer *nr*  
Governor's Finance Office, Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF PUBLIC SAFETY – STATE FIRE MARSHAL DIVISION**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department of Public Safety, State Fire Marshal's Office requests approval to purchase one replacement vehicle for a total amount not to exceed \$26,807.

Additional Information:

The State Fire Marshal Office received approval at the November Board of Examiners to move forward with the purchase of a replacement vehicle legislatively approved in the 2021 Legislative Session. Since the time of that approval by the Board, the agency was notified that the vehicle was no longer available to the state. As a result, the division searched for a vehicle from another dealership and was able to find a new vehicle, but at a slightly higher cost. There is sufficient budget authority in the division's 2021-2023 budget to fund this increase in cost.

As indicated at the November 2021 Board of Examiners meeting, the replacement of this vehicle meets the vehicle replacement criteria set forth in SAM 316 – Vehicle Replacement Policy. The vehicle being replaced is a 2004 pickup with 198,678 miles.

Statutory Authority:

NRS 334.010

REVIEWED: *[Signature]*

Steve Sisolak  
Governor



Nevada Department of  
**Public Safety**  
Dedication Pride Service

George Togliatti  
Director

Sheri Brueggemann  
Deputy Director

## Nevada State Fire Marshal Division


Mike Dzyak  
State Fire Marshal

Stewart Facility  
107 Jacobsen Way  
Carson City, Nevada 89711  
Telephone (775) 684-7501 - Fax (775) 684-7518

### Memorandum

DATE: February 15, 2022

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

FROM: Brandi Salisbury, Management Analyst 3  
Department of Public Safety, Fire Marshal 

SUBJECT: Request to purchase vehicle


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The State Fire Marshal Division (SFM) is requesting to increase the BOE approved vehicle amount by \$2,200 from \$24,626 to \$26,807, which is still under the L01 approved amount.

SFM was approved for a vehicle replacement at the November BOE meeting for an amount not to exceed \$24,626. Since then, we have learned that the approved vehicle quote is no longer available, but the Division was able to find a new vehicle at a slightly higher cost.

The Division is legislatively approved to purchase this vehicle thru decision unit E711 in the amount of \$28,014. If you have any questions, please feel free to contact me.

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

<b>Agency Name:</b> DPS - State Fire Marshal Division	<b>Budget Account #:</b> 3816
<b>Contact Name:</b> Brandi Salisbury	<b>Telephone Number:</b> 775-684-7509
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>1</u>    <b>Amount of the request:</b> <u>\$26,807</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> (1) SUV 2022 GMC TERRAIN (TXB26) AWD</p> <p><b>Mission of the requested vehicle(s):</b> Vehicle will be utilized to travel to multiple counties conducting State building inspections and plan review related construction inspections.</p>	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E711 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)	
<b>Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain.</b>  Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b><u>Current Vehicle Information:</u></b> Vehicle #1 Model Year: 2004 Odometer Reading: 198,138 Type of Vehicle: Pick up  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:  <i>Please attach an additional sheet if necessary</i>	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</b>  Yes    <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b>
<b>APPOINTING AUTHORITY APPROVAL:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 40%; text-align: center;"> _____ Agency Appointing Authority</div><div style="width: 40%; text-align: center;"><u>Nevada State Fire Marshal</u> _____ Title</div><div style="width: 20%; text-align: center;"><u>2/7/22</u> _____ Date</div></div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <div style="display: flex; justify-content: space-around;"><div><input type="checkbox"/> Approved for Purchase</div><div><input type="checkbox"/> Not Approved for Purchase</div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%; text-align: center;">_____ Board of Examiners</div><div style="width: 45%; text-align: center;">_____ Date</div></div>	

### Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2022 GMC Terrain (TXB26) AWD 4dr SLE		
<b>Dealer Name:</b>	Michael Hohl Motors		
<b>Delivery Location:</b>	Carson City		
<b>Vehicle Colors:</b>	Exterior: Summit White	Interior: Black	<input checked="" type="radio"/> Cloth <input type="radio"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 29,500.00	\$ 29,500.00
SPECIFY OPTIONS: (description)			\$
GMC Pro Safety Plus	1	\$ 695.00	
Destination Charge	1	\$ 1,195	
GM Bid Assistance	1	\$ -5,200	
State of Nevada Mandatory 1% Amin Fee	1	\$ 263.64	
Less Customer Discount	1	\$ 324.60	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$ 26,778.24
DMV Title and DRS Fee's		\$28.25	\$ 28.25
<b>GRAND TOTAL:</b>			<b>\$ 26,806.49</b>

<b>Registered Owner:</b>	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
<b>Legal Owner:</b>	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
<b>County Vehicle Based In:</b>	Carson
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	Brandi Salisbury 775-684-7509



## MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Retail] 2022 GMC Terrain (TXB26) AWD 4dr SLE (✔ Complete)

Quote: New Quote BRANDI STATE FIRE MARSHALL TERRAIN

### Quote Worksheet

	MSRP
Base Price	\$29,500.00
Dest Charge	\$1,195.00
Total Options	\$695.00
<b>Subtotal</b>	<b>\$31,390.00</b>
GM BID ASSISTANCE	(\$5,200.00)
STATE OF NEVADA MANDATORY 1% ADMIN FEE.	\$263.64
<b>Subtotal Pre-Tax Adjustments</b>	<b>(\$4,936.36)</b>
Less Customer Discount	\$324.60
<b>Subtotal Discount</b>	<b>\$324.60</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$26,778.24</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
TITLE TRANSFER FEE	\$28.25
<b>Subtotal Post-Tax Adjustments</b>	<b>\$28.25</b>
<b>Total Sales Price</b>	<b>\$26,806.49</b>

#### Comments:

BRANDI- HERE ARE THE NUMBERS FOR THE EQUINOX LS AWD. THE FEE FOR THE STATE IS MANDATORY, AND WE COLLECT AND REMIT TO THE STATE. THIS ONLY HAS ONE OPTION, AND IT'S TOO LATE TO REMOVE. IT IS SCHEDULED TO BE BUILT THE WEEK OF 1/24. THE BOTTOM FIGURE ON PAGE 2 IS THE FIGURE YOU PAY. ALL THE OTHER FIGURES ARE FOR REFERENCE ONLY. THE LAST PAGES THAT SHOW WINDOW STICKER, ARE TO SHOW STANDARD FEATURES AND OPTIONS. THESE ARE RETAIL FIGURES, SO AGAIN, DISREGARD, THEY ARE FOR REFERENCE ONLY. I CAN'T DELETE THEM FROM THIS PROGRAM. WE ARE WELLING MOST OF OUR VEHICLES PRIOR TO BEING DELIVERED, SO IF YOU COULD PLEASE LET ME KNOW AS SOON AS POSSIBLE.

Dealer Signature / Date

Customer Signature / Date

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. 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. Photos 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: 15547. Data Updated: Jan 12, 2022 11:38:00 PM PST.

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 23, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Jim Rodriguez, Executive Branch Budget Officer *nr*  
Governor's Finance Office, Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF PUBLIC SAFETY – STATE FIRE MARSHAL DIVISION**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department of Public Safety, State Fire Marshal Division requests approval to purchase one replacement vehicle for a total amount not to exceed \$46,718.

Additional Information:

While the vehicle meets the State's established vehicle replacement requirements, the vehicle was not requested in the agency's 2021 - 2023 Agency Request Budget to be replaced in this biennium. However, the division's revised the fiscal year 2022 revenue and expenditure projections appear to show sufficient budgetary resources to support this unanticipated purchase. The approval to purchase this vehicle was provided at the January 2022 Board of Examiners meeting but the division was unable to secure the previously quoted price of \$42,476.25 for the vehicle at the time of purchase. The division is requesting to purchase the vehicle at the newly quoted price of \$46,718. There is sufficient funding authority in the agency's 2021-2023 legislatively approved budget to cover this cost increase.

Statutory Authority:  
NRS 334.010

REVIEWED: *Sc*

Steve Sisolak  
*Governor*



Nevada Department of  
**Public Safety**  
Dedication Pride Service

George Togliatti  
*Director*

Sheri Brueggemann  
*Deputy Director*

## Nevada State Fire Marshal Division

Mike Dzyak  
*State Fire Marshal*

Stewart Facility  
107 Jacobsen Way  
Carson City, Nevada 89711  
Telephone (775) 684-7501 - Fax (775) 684-7518

### Memorandum

DATE: February 22, 2022

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

FROM: Brandi Salisbury, Management Analyst 3  
Department of Public Safety, Fire Marshal

SUBJECT: Request to Purchase Vehicle

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The State Fire Marshal Division (SFM) is requesting to increase the BOE approved vehicle amount by \$4,242 from \$42,476.25 to \$46,718.

SFM was approved for a vehicle replacement at the January BOE meeting for an amount not to exceed \$42,476.25. Since then, we have learned that the approved vehicle quote is no longer available, but the Division was able to find a new vehicle at a slightly higher cost.

If you have any questions, please feel free to contact me.

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

<b>Agency Name:</b> DPS - State Fire Marshal Division	<b>Budget Account #:</b> 3816
<b>Contact Name:</b> Brandi Salisbury	<b>Telephone Number:</b> 775-684-7509
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information: <b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>\$46,718</u> <b>Is the requested vehicle(s) new or used:</b> <u>New</u> <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> (1) 2022 Expedition 4dr 4X4 XL (UIG) <b>Mission of the requested vehicle(s):</b>  	
<b>Were funds legislatively approved for the request?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b>  <b>If no, please explain how the vehicles will be funded?</b> <small>No additional general funds are requested. Work program C57405 has been approved utilizing budget savings in the Personnel Services Category to help fund this request.</small>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)	
<b>Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2008 Odometer Reading: 125,003 Type of Vehicle: Pick up  <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</b>  Yes   <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 30%; text-align: center;">             _____            Agency Appointing Authority         </div> <div style="width: 30%; text-align: center;"> <u>State Fire Marshal</u>            _____            Title         </div> <div style="width: 30%; text-align: center;"> <u>2/22/22</u>            _____            Date         </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           _____            Board of Examiners         </div> <div style="width: 45%;">           _____            Date         </div> </div>	

## Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2022 Expedition 4dr 4X4 XL (U1G)		
<b>Dealer Name:</b>	Capital Ford		
<b>Delivery Location:</b>	Carson City		
<b>Vehicle Colors:</b>	Exterior: Oxford White	Interior: Black Onyx	• Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 53,160.00	\$ 53,160.00
SPECIFY OPTIONS: (description)			\$
Equipment Group 101A Mid Package	1	\$ 830.00	
Pre-Tax Adjustments	1	\$ -6,900.00	
Discount Adjustments	1	\$ -2,095.78	
	1	\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)	1	\$ 1,695.00	\$ 1,695.00
Total purchase price with options			\$ 46,689.22
DMV Title and DRS Fee's		\$28.25	\$ 28.25
<b>GRAND TOTAL:</b>			<b>\$ 46,717.47</b>



Prepared by: TIMOTHY SMITH

02/10/2022

Capital Ford | 3660 South Carson Street Carson City Nevada | 897015579

2022 Expedition 4dr 4x4 XL (U1G)

Price Level: 225 | Quote ID: 2102022A

## Pricing Summary - Single Vehicle

### MSRP

#### Vehicle Pricing

Base Vehicle Price	\$53,160.00
Options	\$830.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,695.00
<b>Subtotal</b>	<b>\$55,685.00</b>

#### Pre-Tax Adjustments

Code	Description	MSRP
56M	GPC	-\$6,900.00
<b>Subtotal</b>		<b>\$48,785.00</b>

#### Discount Adjustments

Discount Adjustments	-\$2,095.78
<b>Subtotal</b>	<b>\$46,689.22</b>
<b>Total</b>	<b>\$46,689.22</b>

Customer Signature

Acceptance Date

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

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 10, 2022

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

From: Philene O'Keefe, Executive Branch Budget Officer *SR*  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF CORRECTIONS –  
PRISON MEDICAL CARE**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 4, the Department of Corrections seeks a favorable recommendation regarding the agency's determination to use the emergency provision to contract with former employee Brian Egerton to provide nursing services at the Lovelock Correctional Center (LCC) through Master Service Agreement #23211 with Reliable Health Care Services of Southern Nevada.

Additional Information:

Mr. Egerton left state employment on May 7, 2021 and is receiving pension benefits. In his previous position, Mr. Egerton served as a Correctional Nurse 3 at the LCC where his duties included supervising staff, providing work direction, and resolving patient care and staffing issues. Mr. Egerton's experience and expertise are needed to assist with a critical nursing shortage. The department seeks to utilize the emergency provision to contract with Mr. Egerton from January 6, 2022 through March 31, 2022.

Statutory Authority:

NRS 333.705 (4)

REVIEWED: *SR*  
ACTION ITEM: \_\_\_\_\_

Steve Sisolak  
Governor

Charles Daniels  
Director

William Quenga  
Deputy Director  
Programs/Operations/Etc.



Northern Administration  
5500 Snyder Ave.  
Carson City, NV 89701  
(775) 977-5500

Southern Administration  
3955 W. Russell Rd.  
Las Vegas, NV 89118  
(725) 216-6000

STATE OF NEVADA  
Department of Corrections

---

MEMORANDUM

Date: January 26, 2022

To: Philene O'Keefe, Executive Branch Budget Officer I,  
Governor's Finance Office – Budget Division

From: Russ Alfano, Medical Administrator

A handwritten signature in blue ink, appearing to be "R. Alfano", is written over the "From:" line.

Subject: Request to Contract with a Former Employee

---

The Nevada Department of Corrections (NDOC) – Prison Medical requests the March Board of Examiners' favorable approval to temporarily hire a former state employee, Brian Egerton through the state contracted vendor Reliable Healthcare Services for emergency medical care of inmates at Lovelock Correctional Center effective April 1, 2022 through June 30, 2022. Mr. Egerton's date of retirement from the State of Nevada is May 7, 2021. Mr. Egerton is currently collecting PERS.

Through this contract, Mr. Egerton has the experience and expertise as a former employee of the NDOC Prison Medical staff. Currently, Lovelock Correctional Center medical staffing is at critical labor shortage status with nursing staff vacancies at 80 percent. Reliable Healthcare Services faces difficult challenges in hiring temporary medical staff in Lovelock primarily due to location. NDOC is requesting Mr. Egerton to be contracted on the emergency provision due to the need to provide medical care to the inmates at Lovelock Correction Center under the provision established in NRS 286.523 section 1 and 2.

Thank you for your time and consideration of this matter. If you have questions or wish to discuss further, please do not hesitate to contact me at (775) 977-5700 or by email at [ralfano@doc.nv.gov](mailto:ralfano@doc.nv.gov).

Russ Alfano  
Medical Administrator

Attachment



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:	Brian Egerton		
Former Employee ID Number:	009101		
Former Job Title:	10.316 – Correctional Nurse 3		
Former Employee Agency:	State of Nevada – Department of Corrections		
Former Class and Grade:	Class:	10.316	Grade: 41
Former Employment Dates:	From:	02/22/1997	To: 05/07/2021
Requesting Agency:	Nevada Department of Corrections – Prison Medical		
Vendor:	Reliable Healthcare Services of Southern Nevada, Inc. (99SWC-NV20-5284)		

**Please mark which of the following applies and complete Sections 'A' through 'M' below:**

<b>X</b>	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
	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.
<b>A</b>	<b>Summarize scope of contract work.</b> Provide skilled nursing services to inmate population at NDOC institution. Basic patient care and physician support. See Section B for Class Concepts for Correctional Nurse series
<b>B</b>	<b>Document former job description.</b> Mr. Egerton was a Correctional Nurse 3 at Lovelock Correctional Center until his retirement effective May 7, 2021. Serve as a first-line supervisor including providing work direction and resolving patient care and staffing issues; assign and review work, establish work performance standards, evaluate performance, and provide counseling and discipline to subordinate staff in an assigned work area on a shift. 2) Coordinate and provide health related training for medical, custody and other staff on a statewide basis; assess training needs; plan, develop, implement and evaluate health related training programs; track attendance and maintain documentation for credentialing and other mandatory certification; develop budget and statistical reports as required.
<b>C</b>	<b>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 timeframe for the transfer?</b> No. Mr. Egerton was sought out due to his availability to respond to the critical staffing shortage at Lovelock Correctional Center. Any specialized knowledge is inherent in the job duties as assigned.

<b>D</b>	<b>Explain why existing State employees within your agency cannot perform this function.</b>
	There are insufficient nursing staff available to work at Lovelock Correctional Center, and other institutions within 300 miles are experiencing similar staffing shortages. Lovelock Correctional Center has the most severe staffing shortage.
<b>E</b>	<b>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.</b>
	N/A. Mr. Egerton is not related to anyone in his Chain of Command
<b>F</b>	<b>List contractors' hourly rate.</b>
	\$75.00 per hour paid to Reliable Healthcare of Southern Nevada, Inc. (includes a base rate of \$56.25 to employee plus applicable fees).
<b>G</b>	<b>List the range of comparable State employee rates.</b>
	Correctional Nurse 3 Class Code 10.316 \$31.91 - \$47.97 (Grade 41 Step 1 – Step 10, Employee/Employer Pay Contribution Plan)
<b>H</b>	<b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b>
	The rate for contracted employee is higher than offered to like position with State of Nevada. Frontier locations are difficult to recruit and retain State employees, and community pay rates are higher than the State offers for comparable positions. Additionally, the State does not pay Fringe Benefits to contractors.
<b>I</b>	<b>Document justification for hiring contractor.</b>
	State of Nevada Department of Corrections has been unsuccessful filling authorized nursing positions in rural locations. Pandemic impact has reduced the candidate pool significantly. Community pay rates for licensed medical professionals has risen dramatically due to limited availability. The Nevada Department of Corrections must provide medical services to the incarcerated population entrusted in its care.
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b>
	Yes. The re-employment of MR. Egerton through Reliable Healthcare is in direct response to the critical staffing shortage at Lovelock Correctional Center as provided in NRS 286.520 – 523. (Attached)
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b>
	January 26, 2022 – March 31, 2022.
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b>
	Full time
<b>M</b>	<b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b>
	No

**Comments – Provide any additional comments:**

**Approval for Authorization to Contract with a Former Employee:**

W. Saffler 1/26/22  
Signature of Agency Head Authorizing Request Date

Kevin D. Doty 2/10/22  
Purchasing Administrator Signature (if a Statewide Contract) Date

Debi Smith 2/10/22  
Budget Analyst Signature Date

\_\_\_\_\_  
Clerk of the Board of Examiners Signature Date

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

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Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: February 10, 2022

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

From: Dustin Speed, Executive Branch Budget Officer *DS*  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Brian Egerton to provide nursing services at Lovelock Correctional Center due to a staffing shortage for the Department of Corrections through Master Service Agreement #23211 Reliable Health Care Services of Southern Nevada, Inc.

Additional Information:

Mr. Egerton retired from the Department of Corrections on May 7, 2021 and is receiving pension benefits. His skills and experience are needed to address a critical labor shortage of nursing staff at Lovelock Correctional Center. The department intends to contract with Mr. Egerton from April 1, 2022 until June 30, 2022 on a full-time basis.

Statutory Authority:

NRS 333.705 (1)

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



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

***Purchasing Division***

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

February 10, 2022

**MEMORANDUM**

To: Philene O'Keefe, Executive Branch Budget Officer

From: Christine Phipps, Purchasing Officer II

Subject: CETS Contract 23211 – Reliable Health Care Services of Southern Nevada, Inc  
RFP 99SWC-S947 – Temporary Medical Related Positions

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Brian Egerton whom the Nevada Department of Corrections (NDOC) is intending to hire as a Correctional Nurse now working for Reliable Health Care. NDOC is aware that they may not hire Brian Egerton until BOE approval.

Brian Egerton has left State service and is within the two-year window and is collecting PERS.

If you have any questions, please contact me at [c.phipps@admin.nv.gov](mailto:c.phipps@admin.nv.gov)

Steve Sisolak  
Governor

Charles Daniels  
Director

William Quenga  
Deputy Director  
Programs/Operations/Etc.



Northern Administration  
5500 Snyder Ave.  
Carson City, NV 89701  
(775) 977-5500

Southern Administration  
3955 W. Russell Rd.  
Las Vegas, NV 89118  
(725) 216-6000

STATE OF NEVADA  
Department of Corrections

---

MEMORANDUM

Date: January 26, 2022

To: Philene O'Keefe, Executive Branch Budget Officer I,  
Governor's Finance Office – Budget Division

From: Russ Alfano, Medical Administrator

A handwritten signature in blue ink, appearing to be "R. Alfano", is written over the "From:" line.

Subject: Request to Contract with a Former Employee

---

The Nevada Department of Corrections (NDOC) – Prison Medical requests the March Board of Examiners' favorable approval to temporarily hire a former state employee, Brian Egerton through the state contracted vendor Reliable Healthcare Services for emergency medical care of inmates at Lovelock Correctional Center effective April 1, 2022 through June 30, 2022. Mr. Egerton's date of retirement from the State of Nevada is May 7, 2021. Mr. Egerton is currently collecting PERS.

Through this contract, Mr. Egerton has the experience and expertise as a former employee of the NDOC Prison Medical staff. Currently, Lovelock Correctional Center medical staffing is at critical labor shortage status with nursing staff vacancies at 80 percent. Reliable Healthcare Services faces difficult challenges in hiring temporary medical staff in Lovelock primarily due to location. NDOC is requesting Mr. Egerton to be contracted on the emergency provision due to the need to provide medical care to the inmates at Lovelock Correction Center under the provision established in NRS 286.523 section 1 and 2.

Thank you for your time and consideration of this matter. If you have questions or wish to discuss further, please do not hesitate to contact me at (775) 977-5700 or by email at [ralfano@doc.nv.gov](mailto:ralfano@doc.nv.gov).

Russ Alfano  
Medical Administrator

Attachment



**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**

<b>Employee Information</b>			
<b>Former Employee Name:</b>	Brian Egerton		
<b>Former Employee ID Number:</b>	009101		
<b>Former Job Title:</b>	10.316 – Correctional Nurse 3		
<b>Former Employee Agency:</b>	State of Nevada – Department of Corrections		
<b>Former Class and Grade:</b>	<b>Class:</b>	10.316	<b>Grade:</b> 41
<b>Former Employment Dates:</b>	<b>From:</b>	02/22/1997	<b>To:</b> 05/07/2021
<b>Requesting Agency:</b>	Nevada Department of Corrections – Prison Medical		
<b>Vendor:</b>	Reliable Healthcare Services of Southern Nevada, Inc. (99SWC-NV20-5284)		

**Please mark which of the following applies and complete Sections 'A' through 'M' below:**

<b>X</b>	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
	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.
<b>A</b>	<b>Summarize scope of contract work.</b> Provide skilled nursing services to inmate population at NDOC institution. Basic patient care and physician support. See Section B for Class Concepts for Correctional Nurse series
<b>B</b>	<b>Document former job description.</b> Mr. Egerton was a Correctional Nurse 3 at Lovelock Correctional Center until his retirement effective May 7, 2021. Serve as a first-line supervisor including providing work direction and resolving patient care and staffing issues; assign and review work, establish work performance standards, evaluate performance, and provide counseling and discipline to subordinate staff in an assigned work area on a shift. 2) Coordinate and provide health related training for medical, custody and other staff on a statewide basis; assess training needs; plan, develop, implement and evaluate health related training programs; track attendance and maintain documentation for credentialing and other mandatory certification; develop budget and statistical reports as required.
<b>C</b>	<b>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 timeframe for the transfer?</b> No. Mr. Egerton was sought out due to his availability to respond to the critical staffing shortage at Lovelock Correctional Center. Any specialized knowledge is inherent in the job duties as assigned.

<b>D</b>	<b>Explain why existing State employees within your agency cannot perform this function.</b>
	There are insufficient nursing staff available to work at Lovelock Correctional Center, and other institutions within 300 miles are experiencing similar staffing shortages. Lovelock Correctional Center has the most severe staffing shortage.
<b>E</b>	<b>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.</b>
	N/A. Mr. Egerton is not related to anyone in his Chain of Command
<b>F</b>	<b>List contractors' hourly rate.</b>
	\$75.00 per hour paid to Reliable Healthcare of Southern Nevada, Inc. (includes a base rate of \$56.25 to employee plus applicable fees).
<b>G</b>	<b>List the range of comparable State employee rates.</b>
	Correctional Nurse 3 Class Code 10.316 \$31.91 - \$47.97 (Grade 41 Step 1 – Step 10, Employee/Employer Pay Contribution Plan)
<b>H</b>	<b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b>
	The rate for contracted employee is higher than offered to like position with State of Nevada. Frontier locations are difficult to recruit and retain State employees, and community pay rates are higher than the State offers for comparable positions. Additionally, the State does not pay Fringe Benefits to contractors.
<b>I</b>	<b>Document justification for hiring contractor.</b>
	State of Nevada Department of Corrections has been unsuccessful filling authorized nursing positions in rural locations. Pandemic impact has reduced the candidate pool significantly. Community pay rates for licensed medical professionals has risen dramatically due to limited availability. The Nevada Department of Corrections must provide medical services to the incarcerated population entrusted in its care.
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b>
	Yes. The re-employment of MR. Egerton through Reliable Healthcare is in direct response to the critical staffing shortage at Lovelock Correctional Center as provided in NRS 286.520 – 523. (Attached)
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b>
	April 1, 2022 – June 30, 2022.
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b>
	Full time
<b>M</b>	<b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b>
	No

**Comments – Provide any additional comments:**

**Approval for Authorization to Contract with a Former Employee:**

W. Saffell 1/26/22  
Signature of Agency Head Authorizing Request Date

Kevin D. Doty 2/10/22  
Purchasing Administrator Signature (if a Statewide Contract) Date

Justin Speck 2/10/22  
Budget Analyst Signature Date

\_\_\_\_\_  
Clerk of the Board of Examiners Signature Date

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

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Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: February 4, 2022

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

From: Dustin Speed, Executive Branch Budget Officer *DKS*  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Maureen Hullinger to provide front line customer support for the Department of Wildlife's call center for evening and weekend shifts during the department's big game application period through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Additional Information:

Ms. Hullinger retired from the Department of Wildlife on June 5, 2020 and is receiving pension benefits. Her skills and experience are needed to assist customers with general questions about the hunting application process. The department intends to contract with Ms. Hullinger upon approval until May 31, 2022 on a part-time basis for approximately 20 hours per week.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: *LK*  
ACTION ITEM: \_\_\_\_\_



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

***Purchasing Division***

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

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

January 31, 2022

**MEMORANDUM**

To: Dustin Speed

From: Annette Morfin, Purchasing Officer

Subject: CETS Contract 23928 – HAT LTD Partnership dba Manpower  
RFP 99SWC-S1406 – Temporary Employment Services

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Maureen Hullinger who Manpower wants to hire. Maureen recently left state service and is collecting PERS.

Manpower is aware they will not be able to hire Maureen until March BOE approval.

If you have any questions, please contact me at 684-0185 or [amorfin@admin.nv.gov](mailto:amorfin@admin.nv.gov)



STEVE SISOLAK  
Governor

STATE OF NEVADA  
**DEPARTMENT OF WILDLIFE**

6980 Sierra Center Parkway, Suite 120  
Reno, Nevada 89511  
Phone (775) 688-1500 • Fax (775) 688-1595

TONY WASLEY  
*Director*

BONNIE LONG  
*Deputy Director*

JACK ROBB  
*Deputy Director*

**Date:** January 28, 2022

**To:** Annette Morfin, Purchasing Officer  
Department of Administration, Purchasing Division

**From:** Bonnie Long, Deputy Director *BL*  
Nevada Department of Wildlife

**Subject:** Authorization to Contract with Former Employee – Maureen Hullinger

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The Nevada Department of Wildlife is requesting to contract with a former employee, Maureen Hullinger, through the use of Manpower Temporary Services. The request is made in accordance with the State Administrative Manual Chapter 0323. In her previous position, Ms. Hullinger managed the hunt application and licensing program and had in-depth knowledge of both Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) governing the big game seasons, bag limits and the application draw process. She also acted as the product owner and produced the acceptance criteria for Agency Management System (AMS) and worked to make sure the software operated in compliance with State rules and regulations.

Through this contract, Ms. Hullinger will work the call center's evening and weekend shifts during the Department's big game application period to assist customers with general questions about the hunt application process, their accounts, and walk them through how to use the online system. Additionally, this contract would allow Ms. Hullinger to work with new staff working the call center to transfer knowledge about State rules and regulations governing the hunt application and draw process that Ms. Hullinger has specialized knowledge of.

Please contact me if additional information or clarification is needed. My phone number is 775-688-1982, or I can be contracted by email at [bonnie.long@ndow.org](mailto:bonnie.long@ndow.org).



**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:	Maureen Hullinger			
Former Employee ID Number:	00011			
Former Job Title:	Management Analyst III			
Former Employee Agency:	Nevada Department of Wildlife			
Former Class and Grade:	Class:	7.624	Grade:	37
Former Employment Dates:	From:	06/16/1987	To:	06/05/2020
Requesting Agency:	Nevada Department of Wildlife			
Vendor:	Manpower Temporary Services			

**Please mark which of the following applies and complete Sections 'A' through 'M' below:**

<b>X</b>	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
	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.
<b>A</b>	<p><b>Summarize scope of contract work.</b></p> <p>Provide front-line customer support to big game applicants by answering call center phones during the big game application period.</p> <p>Validate hunter education certificates from other state's hunter education programs in order for non-resident applicants to meet Nevada's regulation requirements of having completed a valid hunter education course in order to get a Nevada hunting license.</p> <p>Possess in depth expertise about the Agency Management System (AMS), hunting laws and regulations, in order to answer customer questions quickly and accurate to minimize the amount of time spent on any given phone call.</p> <p>Train staff to perform the validation of hunter education and efficiently handling customer interactions during the big game application period.</p>

<b>B</b>	<b>Document former job description.</b>
	Assist the Division with process analysis and business needs, such as helping gather business needs.
	Analyze workflow and other factors to improve effectiveness and efficiency of processes. Provide alternative recommendations for improvement and work with staff on implementing new processes to reduce overhead and gain efficiency.
	Act as a subject matter expert on Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) related to daily operations of the Data and Technology Services Division.
	Work with stakeholders to analyze the needs and create complete user stories and thorough acceptance criteria to meet stakeholder expectations. Possess a fundamental understanding of the end-to-end customer experience and dependencies. Analyze key business process and participate in long-range planning. Act as an ambassador for the product.
	Serves as the primary liaison between stakeholders and vendor. Keep stakeholders and vendors updated on the status of development items in the system. Maintain and prioritize the backlog for the Agency Management System (AMS). Work with the vendor regularly to ensure the agency prioritizes are being picked up and worked during the development sprints in order of agency priority. Test development efforts to ensure acceptance criteria is being met for deliverables, enhancements, bug fixes, etc. Act as a subject matter expert and be proficient in AMS.
	Provide quality customer service to both internal and external customers by dealing with items in a timely manner.
<b>C</b>	Consistently providing reliable customer service by delivering to customers what was promised when it was promised accurately and efficiently the first time.
	Provide clear instructions as to when the service will be performed and always be ready to respond to customer's questions in order to solve their problems
	<b>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 timeframe for the transfer?</b>
<b>D</b>	First Question: Yes, the former employee is being hired because of their specialized knowledge of the AMS system, as well as their knowledge and experience working during the big game application period.
	Second Question: N/A
<b>E</b>	<b>Explain why existing State employees within your agency cannot perform this function.</b>
	This past year, the Department has experienced a large number of retirements or promotions which is resulting in 42% of the Data and Technology Services staff being brand new and have never worked a big game application period. These staff are not yet fully trained on all the laws and regulations around hunting licenses and applications to efficiently support all the customer calls in a timely manner. Due to the volume of calls received and the number of staff required to be on the phones we need to turn over calls as quickly as possible. Any delay in answering customer questions on the phone will create longer than expected hold times. When hold times are significant, frustrated customers will leave the hold queue which could result in losing customers altogether.
<b>F</b>	<b>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.</b>
	N/A
<b>G</b>	<b>List contractors' hourly rate.</b>
	\$25.00
<b>H</b>	<b>List the range of comparable State employee rates.</b>
	The hourly rate is comparable to the Administrative Assistant IV hourly rate range of \$19.13 - \$27.96 on the Employee/Employer pay contribution plan (PP01).

<b>H</b>	<b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b>
	N/A
<b>I</b>	<b>Document justification for hiring contractor.</b>
	<p>The Nevada Department of Wildlife adjusts its call center operation hours during the big game application period in order to provide customer support to any of our 85,072 customers that might have questions when filling out their hunt applications. Between March 21 and May 10, staff will answer the call centers phones and help desk tickets from 7:00 am to 7:00 pm, 7 days a week for the 7 week period.</p>
	<p>Last year during this period, staff answered over 8,000 phones calls and 14,000 help desk tickets. Typically, during our peak hours staff will be answering between 20 calls per hour to upwards of 66 per hour the closer it gets to the application period closing. Last year, the Department paid out over \$140,000.00 in overtime to staff who worked the extended call center hours.</p> <p>In addition, due to retirements or promotions this year 42% of the staff have never worked a big game application period. The new staff lack the experience and expertise in the laws and regulations to handle the afterhours call center duties efficiently and effectively by themselves and will require doubling up on staffing to have a more tenured employee available to assist new staff while they're learning. This would increase the amount of overtime the Department will pay by adding staff to the evening and weekend shifts. By hiring former employees back as contractors, the Department will save money by having the former employee work the evening and weekend shifts. This would allow new staff to gain the necessary experience during normal business hours.</p>
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b>
	Yes.
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b>
	March 14, 2022 – May 31, 2022
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b>
	Part-time. Approximately 20 hours a week.
<b>M</b>	<b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b>
	No.

**Comments – Provide any additional comments:**

**Approval for Authorization to Contract with a Former Employee:**

*Bonnie Long*

Signature of Agency Head Authorizing Request

*1/28/22*

Date

*Kevin A. Ostry*

Purchasing Administrator Signature (if a Statewide Contract)

*1/31/22*

Date

*Josh Speed*

Budget Analyst Signature

*2/4/22*

Date

Clerk of the Board of Examiners Signature

Date

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 4, 2022

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

From: Dustin Speed, Executive Branch Budget Officer *DS*  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Kathleen Teligades to provide front line customer support for the Department of Wildlife's call center for evening and weekend shifts during the department's big game application period through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Additional Information:

Ms. Teligades retired from the Department of Wildlife on February 11, 2022 and is receiving pension benefits. Her skills and experience are needed to assist customers with general questions about the hunting application process. The department intends to contract with Ms. Teligades upon approval until May 31, 2022 on a part-time basis for approximately 20 hours per week.

Statutory Authority:

NRS 333.705 (1)

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



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

***Purchasing Division***

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

January 31, 2022

**MEMORANDUM**

**To:** Dustin Speed

**From:** Annette Morfin, Purchasing Officer

**Subject:** CETS Contract 23928 – HAT LTD Partnership dba Manpower  
RFP 99SWC-S1406 – Temporary Employment Services

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Kathleen Teligades who Manpower wants to hire. Kathleen recently left state service and is collecting PERS.

Manpower is aware they will not be able to hire Kathleen until March BOE approval.

If you have any questions, please contact me at 684-0185 or [amorfin@admin.nv.gov](mailto:amorfin@admin.nv.gov)



STEVE SISOLAK  
Governor

STATE OF NEVADA  
**DEPARTMENT OF WILDLIFE**

6980 Sierra Center Parkway, Suite 120  
Reno, Nevada 89511  
Phone (775) 688-1500 • Fax (775) 688-1595


TONY WASLEY  
Director

BONNIE LONG  
Deputy Director

JACK ROBB  
Deputy Director

**Date:** January 28, 2022

**To:** Annette Morfin, Purchasing Officer  
Department of Administration, Purchasing Division

**From:** Bonnie Long, Deputy Director   
Nevada Department of Wildlife

**Subject:** Authorization to Contract with Former Employee – Kathleen Teligades

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The Nevada Department of Wildlife is requesting to contract with a former employee, Kathleen Teligades, through the use of Manpower Temporary Services. The request is made in accordance with the State Administrative Manual Chapter 0323. In her previous position, Ms. Teligades oversaw all of the customer service counter staff for the Department's Southern Region. She was responsible for all the walk-in customer service of vessel registration, license sales, and hunt applications. Ms. Teligades was proficient in the Department's Agency Management System (AMS), including the administrative and online storefront interfaces. Her level of authority within the system included identifying and merging duplicate customer accounts, resolving problematic or complex customer program-related complaints, and answering complicated questions related to state laws and regulations.

Through this contract, Ms. Teligades will work the call center's evening and weekend shifts during the Department's big game application period to assist customers with general questions about the hunt application process, their accounts, and walk them through how to use the online system. Additionally, this contract would allow Ms. Teligades to work with new staff working the call center to transfer knowledge about State rules and regulations governing the hunt application and draw process that Ms. Teligades has specialized knowledge of.

Please contact me if additional information or clarification is needed. My phone number is 775-688-1982, or I can be contacted by email at [bonnie.long@ndow.org](mailto:bonnie.long@ndow.org).



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:	Kathleen Teligades		
Former Employee ID Number:	00867		
Former Job Title:	Administrative Assistant IV		
Former Employee Agency:	Nevada Department of Wildlife		
Former Class and Grade:	Class:	02.210	Grade: 29
Former Employment Dates:	From:	07/31/1993	To: 02/11/2022
Requesting Agency:	Nevada Department of Wildlife		
Vendor:	Manpower Temporary Services		

**Please mark which of the following applies and complete Sections 'A' through 'M' below:**

<b>X</b>	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
	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.
<b>A</b>	<p><b>Summarize scope of contract work.</b></p> <p>Provide front-line customer support to big game applicants by answering call center phones during the big game application period.</p> <p>Validate hunter education certificates from other state's hunter education programs in order for non-resident applicants to meet Nevada's regulation requirements of having completed a valid hunter education course in order to get a Nevada hunting license.</p> <p>Possess in depth expertise about the Agency Management System (AMS), hunting laws and regulations, in order to answer customer questions quickly and accurate to minimize the amount of time spent on any given phone call.</p> <p>Train staff to perform the validation of hunter education and efficiently handling customer interactions during the big game application period.</p>

	<p><b>Document former job description.</b></p> <p>Acquire and maintain proficiency in the licensing, hunt application, vessel documentation and customer account management components of the Department's licensing system, Agency Management System (AMS), including administrative and online storefront interfaces.</p> <p>Supervises, interprets, implements, and monitors compliances with applicable federal, states laws, regulations, policies and procedures relative to boat registration and titling according to Nevada Revised Statutes (NRS). Review documents presented and assisted customers with requirements needed to obtain a Nevada title. Obtain information needed for boat inspections, which would result in producing a Nevada title.</p> <p>Supervises, interprets, implements, and monitors compliances with applicable federal, states laws, regulations, policies and procedures relative to wildlife laws pertaining to issuance of duplicate tags, licenses and permits.</p> <p><b>B</b> Answer phone calls on traditional phone and Voice-over-IP (VOIP) systems to answer customer questions regarding license products and sales, vessel registration and titling products and sales, hunt tag application and sales process and the Department's online licensing system. Manage the Department response to all License Office customer and agent support requests through the Zendesk, Five9 and other support platforms.</p> <p>Create, update and merge customer accounts. Assist customers with managing their online accounts, including contact information, payment methods and user preferences.</p> <p>Resolves problematic and complex customer program-related complaints.</p> <p>Participate in testing and training in AMS. Troubleshoot, diagnose, and identify failing/failed components. Document and report software problems, program incompatibilities and/or deficiencies.</p> <p>Monitor email support request ticketing system and respond to requests. Escalate, forward or assign support request tickets to appropriate staff as needed. Create new tickets based on phone support system calls.</p>
<p><b>C</b></p>	<p><b>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 timeframe for the transfer?</b></p> <p>First Question: Yes, the former employee is being hired because of their specialized knowledge of the AMS system, as well as their knowledge and experience working during the big game application period.</p> <p>Second Question: N/A</p>
<p><b>D</b></p>	<p><b>Explain why existing State employees within your agency cannot perform this function.</b></p> <p>This past year, the Department has experienced a large number of retirements or promotions which is resulting in 42% of the Data and Technology Services staff being brand new and have never worked a big game application period. These staff are not yet fully trained on all the laws and regulations around hunting licenses and applications to efficiently support all the customer calls in a timely manner. Due to the volume of calls received and the number of staff required to be on the phones we need to turn over calls as quickly as possible. Any delay in answering customer questions on the phone will created longer than expected hold times. When hold times are significant, frustrated customers will leave the hold queue which could results in losing customers altogether.</p>
<p><b>E</b></p>	<p><b>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.</b></p> <p>N/A</p>
<p><b>F</b></p>	<p><b>List contractors' hourly rate.</b></p> <p>\$25.00</p>
<p><b>G</b></p>	<p><b>List the range of comparable State employee rates.</b></p> <p>The hourly rate is comparable to the Administrative Assistant IV hourly rate range of \$19.13 - \$27.96 on the Employee/Employer pay contribution plan (PP01).</p>

<b>H</b>	<b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b>
	N/A
<b>I</b>	<b>Document justification for hiring contractor.</b>
	The Nevada Department of Wildlife adjusts its call center operation hours during the big game application period in order to provide customer support to any of our 85,072 customers that might have questions when filling out their hunt applications. Between March 21 and May 10, staff will answer the call centers phones and help desk tickets from 7:00 am to 7:00 pm, 7 days a week for the 7 week period.
	Last year during this period, staff answered over 8,000 phones calls and 14,000 help desk tickets. Typically, during our peak hours staff will be answering between 20 calls per hour to upwards of 66 per hour the closer it gets to the application period closing. Last year, the Department paid out over \$140,000.00 in overtime to staff who worked the extended call center hours.  In addition, due to retirements or promotions this year 42% of the staff have never worked a big game application period. The new staff lack the experience and expertise in the laws and regulations to handle the afterhours call center duties efficiently and effectively by themselves and will require doubling up on staffing to have a more tenured employee available to assist new staff while they're learning. This would increase the amount of overtime the Department will pay by adding staff to the evening and weekend shifts. By hiring former employees back as contractors, the Department will save money by having the former employee work the evening and weekend shifts. This would allow new staff to gain the necessary experience during normal business hours.
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b>
	Yes.
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b>
	March 14, 2022 – May 31, 2022
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b>
	Part-time. Approximately 20 hours a week.
<b>M</b>	<b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b>
	No.

**Comments – Provide any additional comments:**

**Approval for Authorization to Contract with a Former Employee:**

*Bernie Long*

Signature of Agency Head Authorizing Request

*1/28/22*

Date

*Kevin O. Ostry*

Purchasing Administrator Signature (if a Statewide Contract)

*1/31/22*

Date

*Josh Sneed*

Budget Analyst Signature

*2/4/22*

Date

Clerk of the Board of Examiners Signature

Date

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 4, 2022

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

From: Dustin Speed, Executive Branch Budget Officer *DS*  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Vera Lynn Walker to provide front line customer support for the Department of Wildlife's call center for evening and weekend shifts during the department's big game application period through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Additional Information:

Ms. Walker retired from the Department of Wildlife on June 1, 2021 and is receiving pension benefits. Her skills and experience are needed to assist customers with general questions about the hunting application process. The department intends to contract with Ms. Walker upon approval until May 31, 2022 on a part-time basis for approximately 20 hours per week.

Statutory Authority:

NRS 333.705 (1)

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



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

***Purchasing Division***

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

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

January 31, 2022

**MEMORANDUM**

**To:** Dustin Speed

**From:** Annette Morfin, Purchasing Officer

**Subject:** CETS Contract 23928 – HAT LTD Partnership dba Manpower  
RFP 99SWC-S1406 – Temporary Employment Services

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Vera Lynn Walker who Manpower wants to hire. Vera recently left state service and is collecting PERS.

Manpower is aware they will not be able to hire Vera until March BOE approval.

If you have any questions, please contact me at 684-0185 or [amorfin@admin.nv.gov](mailto:amorfin@admin.nv.gov)



STEVE SISOLAK  
Governor

STATE OF NEVADA  
**DEPARTMENT OF WILDLIFE**

6980 Sierra Center Parkway, Suite 120  
Reno, Nevada 89511  
Phone (775) 688-1500 • Fax (775) 688-1595


TONY WASLEY  
*Director*

BONNIE LONG  
*Deputy Director*

JACK ROBB  
*Deputy Director*

**Date:** January 28, 2022

**To:** Annette Morfin, Purchasing Officer  
Department of Administration, Purchasing Division

**From:** Bonnie Long, Deputy Director   
Nevada Department of Wildlife

**Subject:** Authorization to Contract with Former Employee – Vera Lynn Walker

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The Nevada Department of Wildlife is requesting to contract with a former employee, Vera Lynn Walker, through the use of Manpower Temporary Services. This request is made in accordance with the State Administrative Manual Chapter 0323. In her previous position, Ms. Walker performed a wide variety of duties for the Conservation Education Division, including being proficient in the Certification Manager system used by Nevada hunters taking the State's required hunter education. She also was responsible for customer support of license sales, as well as the hunt applications. Ms. Walker served as front-line customer support to ensure hunters received excellent customer service during their application process.

Through this contract, Ms. Walker will work the call center's evening and weekend shifts during the Department's big game application period to assist customers with general questions about the hunt application process, their accounts, walk them through how to use the online system, and validate hunter education certificates from other states. Additionally, this contract would allow Ms. Walker to work with new staff working the call center to transfer knowledge on how to validate other state's hunter education certifications which Ms. Walker has specialized knowledge of.

Please contact me if additional information or clarification is needed. My phone number is 775-688-1982, or I can be contracted by email at [bonnie.long@ndow.org](mailto:bonnie.long@ndow.org).



**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				
<b>Former Employee Name:</b>	Vera Lynn Walker			
<b>Former Employee ID Number:</b>	10593			
<b>Former Job Title:</b>	Administrative Assistant 3			
<b>Former Employee Agency:</b>	Nevada Department of Wildlife			
<b>Former Class and Grade:</b>	<b>Class:</b>	02.211	<b>Grade:</b>	27
<b>Former Employment Dates:</b>	<b>From:</b>	10/01/1990	<b>To:</b>	06/01/2021
<b>Requesting Agency:</b>	Nevada Department of Wildlife			
<b>Vendor:</b>	Manpower Temporary Services			

Please mark which of the following applies and complete Sections 'A' through 'M' below:	
<b>X</b>	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
	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.
<b>A</b>	<div style="border: 1px solid black; padding: 5px;"><b>Summarize scope of contract work.</b>  Provide front-line customer support to big game applicants by answering call center phones during the big game application period.  Validate hunter education certificates from other state's hunter education programs in order for non-resident applicants to meet Nevada's regulation requirements of having completed a valid hunter education course in order to get a Nevada hunting license.  Possess in depth expertise about the Agency Management System (AMS), hunting laws and regulations, in order to answer customer questions quickly and accurate to minimize the amount of time spent on any given phone call.  Train staff to perform the validation of hunter education and efficiently handling customer interactions during the big game application period.</div>

<b>B</b>	<b>Document former job description.</b>
	Performed a broad variety of clerical, secretarial and administrative support duties for the Conservation Education Division.
	Proficient in laws and regulations relating to hunting and fishing licenses, hunt application and the hunt draw process in order to provide superior customer service with license sales using AMS, as well as the hunter education certification manager system. Verified other state's hunt education certifications were accurate and valid in accordance with laws and regulations.
	During legislative years, produced information for the Urban Wildlife Plan and Wildlife Harvest Initiative.
	Ensure all publications were accurate including the Big Game Season and Regulation Application Book, Big Game Hunting Guide, Small Game Hunting Guide and Fishing Guide.
<b>C</b>	Track budget, log and reconcile purchases for the Conservation Education Division and assist with the creation of work programs for the division.
	<b>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 timeframe for the transfer?</b>
	First Question: Yes, the former employee is being hired because of their specialized knowledge of the AMS system, as well as their knowledge and experience working during the big game application period.  Second Question: N/A
<b>D</b>	<b>Explain why existing State employees within your agency cannot perform this function.</b>
	This past year, the Department has experienced a large number of retirements or promotions which is resulting in 42% of the Data and Technology Services staff being brand new and have never worked a big game application period. These staff are not yet fully trained on all the laws and regulations around hunting licenses and applications to efficiently support all the customer calls in a timely manner. Due to the volume of calls received and the number of staff required to be on the phones we need to turn over calls as quickly as possible. Any delay in answering customer questions on the phone will created longer than expected hold times. When hold times are significant, frustrated customers will leave the hold queue which could results in losing customers altogether.
<b>E</b>	<b>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.</b>
	N/A
<b>F</b>	<b>List contractors' hourly rate.</b>
	\$25.00
<b>G</b>	<b>List the range of comparable State employee rates.</b>
	The hourly rate is comparable to the Administrative Assistant IV hourly rate range of \$19.13 - \$27.96 on the Employee/Employer pay contribution plan (PP01).
<b>H</b>	<b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b>
	N/A
<b>I</b>	<b>Document justification for hiring contractor.</b>
	The Nevada Department of Wildlife adjusts its call center operation hours during the big game application period in order to provide customer support to any of our 85,072 customers that might have questions when filling out their hunt applications. Between March 21 and May 10, staff will answer the call centers phones and help desk tickets from 7:00 am to 7:00 pm, 7 days a week for the 7 week period.
	Last year during this period, staff answered over 8,000 phones calls and 14,000 help desk tickets. Typically, during our peak hours staff will be answering between 20 calls per hour to upwards of 66 per hour the closer it gets to the application

	<p>period closing. Last year, the Department paid out over \$140,000.00 in overtime to staff who worked the extended call center hours.</p> <p>In addition, due to retirements or promotions this year 42% of the staff have never worked a big game application period. The new staff lack the experience and expertise in the laws and regulations to handle the afterhours call center duties efficiently and effectively by themselves and will require doubling up on staffing to have a more tenured employee available to assist new staff while they're learning. This would increase the amount of overtime the Department will pay by adding staff to the evening and weekend shifts. By hiring former employees back as contractors, the Department will save money by having the former employee work the evening and weekend shifts. This would allow new staff to gain the necessary experience during normal business hours.</p>
<b>J</b>	<p><b>Will the employee be collecting PERS at any time during the contract?</b></p> <p>Yes.</p>
<b>K</b>	<p><b>What is the duration of the contract with the former employee? (Include start and end date)</b></p> <p>March 14, 2022 – May 31, 2022</p>
<b>L</b>	<p><b>Will the former employee be working full time or part time? If part time, how many hours?</b></p> <p>Part-time. Approximately 20 hours a week.</p>
<b>M</b>	<p><b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b></p> <p>No.</p>

<b>Comments – Provide any additional comments:</b>	

**Approval for Authorization to Contract with a Former Employee:**

*Bonnie Long*

Signature of Agency Head Authorizing Request

*1/28/22*

Date

*Kevin D. Doty*

Purchasing Administrator Signature (if a Statewide Contract)

*1/31/22*

Date

*Justin Spill*

Budget Analyst Signature

*2/4/22*

Date

Clerk of the Board of Examiners Signature

Date

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 10, 2021

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

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

A handwritten signature in black ink, appearing to be "Jim Rodriguez".

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 (NDOT) requests authority to contract with former employee Richard C. Bosch, currently employed by Diversified Consulting Services, to provide professional and technical engineering services in support of the Spaghetti Bowl Xpress Design Build project – US395 / I580 and I80 in Washoe County.

Additional Information:

The agency indicates that currently, there are insufficient staff and expertise within the agency to successfully manage the workload, size and scope of the project without the use of augmented professional and technical engineering services. Mr. Bosch retired from the NDOT as an Assistant Resident Engineer effective January 3, 2022. His extensive construction engineering and technical experience will greatly enhance NDOT's abilities and capabilities on this project and help ensure the project stay on schedule and on budget. Mr. Bosch will serve on Diversified Consulting's staffing team to augment NDOT's construction crew for this project through December 30, 2022, the projected end of the project.

Statutory Authority:

NRS 333.705 (1)

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

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

A handwritten signature in black ink, appearing to be "Susan Brown".



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

## **MEMORANDUM**

**January 14, 2022**

**To: State of Nevada Board of Examiners**  
**From: Kristina Swallow, Director**  
**Subject: Authorization to Contract with a Former Employee – Richard C. Bosch**

---

### **SUMMARY**

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with retired state employee, Richard C. Bosch. Mr. Bosch retired from state service on January 3, 2022. He is currently employed by Diversified Consulting Services, who is proposing to utilize Mr. Bosch as an Assistant Resident Engineer to work on the SBX Spaghetti Bowl project (Contract 3811), scheduled to complete by the end of 2022. Mr. Bosch has worked with Diversified Consulting Services (and many other consultant firms) during his tenure with the Department, but was not involved in the procurement process for any of the current augmentation agreements.

### **BACKGROUND**

In January of 2020, 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 Crew 913 for Contract 3811 (SBX, Spaghetti Bowl Project).

NDOT entered into Agreement Number P781-19-040 with Diversified Consulting Services as the highest ranked firm responding to the RFP. Should an absence of the two current assigned Assistant Resident Engineers take place, Mr. Bosch would provide support to NDOT's staff on the current Design Build project.

Mr. Bosch has had no influence or authority over the consultant procurement for this Crew 913 augmentation.

### **RECOMMENDATION**

We respectfully request your consideration for approval of Diversified Consulting Services to engage Mr. Bosch to fill the role as Assistant Resident Engineer as needed on their staffing team to augment NDOT Construction Crew 913 for Contract 3811, SBX, Spaghetti Bowl Project.

DocuSigned by:

  
\_\_\_\_\_  
Kristina Swallow, P.E., Director



RECEIVED

JAN 20 2022

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**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:	Richard C. Bosch (Rick)		
Former Employee ID Number:	09923		
Former Job Title:	Administrator I, Professional Engineer (Construction)		
Former Employee Agency:	Nevada Department of Transportation		
Former Class and Grade:	Class:	Engineering 6.223	Grade: 45-10
Former Employment Dates:	From:	December 26, 1996	To: January 3, 2022
Requesting Agency:	Nevada Department of Transportation		
Vendor:	Diversified Consulting Services, (DCS)		

**Please mark which of the following applies and complete Sections 'A' through 'M' below:**

	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
<b>X</b>	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.
<b>A</b>	<p><b>Summarize scope of contract work.</b></p> <p>Agreement Number P781-19-040 for Augmentation of NDOT Construction Crew 913, currently administering the NDOT, Spaghetti Bowl Project, Contract 3811. Role will include assistance in project construction administration as an Assistant Resident Engineer including materials testing, inspection, survey, and construction field office.</p>
<b>B</b>	<p><b>Document former job description.</b></p> <p>Administer district operations and oversee the management of assigned areas of responsibility; organize, plan and implement work through delegation and direction of subordinate managers, supervisors and staff; develop and implement division or section policies and procedures; implement State laws and departmental policies and procedures; ensure compliance with federal regulations, standards and guidelines. Manage the administration of state highway construction projects with Resident Engineer field crews responsible for managing construction projects to meet all federal and state requirements, including contractor negotiations, materials testing, inspection, and project survey to conform to project plans, project specifications and standard plans. Manage financial resources to ensure efficient operations and compliance with budgetary limitations.</p>
<b>C</b>	<p><b>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 timeframe for the transfer?</b></p>

	Yes, employee is being hired for his knowledge of overall Federal, State, and local agency requirements, policies, and procedures. He is very familiar with the needs of NDOT regarding consultant services and will help meet NDOT's needs for engineering demands that that current staff cannot supply. All information related to NDOT is public information with no confidential/specialized processes.
<b>D</b>	<b>Explain why existing State employees within your agency cannot perform this function.</b> NDOT frequently contracts work and solicits requests for proposals to the consultant community due to limited resources at the Department.
<b>E</b>	<b>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.</b> None, no relationships exist.
<b>F</b>	<b>List contractors' hourly rate.</b> \$65 per hour
<b>G</b>	<b>List the range of comparable State employee rates.</b> \$33.24-\$50.27 (Grade 45)
<b>H</b>	<b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b> Proposed contract rate is comparable to the average private consultant rate for Mr. Bosch's qualifications and experience. There is no specific contract term for Mr. Bosch's employment with Diversified Consulting Services.
<b>I</b>	<b>Document justification for hiring contractor.</b> Diversified Consulting Services has a need for someone with Mr. Bosch's expertise and knowledge for both NDOT and other public works contracts that Diversified Consulting Services performs throughout Nevada.
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b> Yes, due to retirement from NDOT.
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b> Start Date: March 8, 2022 End Date: December 30 <sup>th</sup> , 2022 (project end date)
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b> Full time
<b>M</b>	<b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b> No

**Comments – Provide any additional comments:**

## Approval for Authorization to Contract with a Former Employee:

DocuSigned by:  
Kristina Swallow 01/18/2022  
Signature of Agency Head Authorizing Request Date

\_\_\_\_\_  
Purchasing Administrator Signature (if a Statewide Contract) Date

 2-10-22  
Budget Analyst Signature Date

\_\_\_\_\_  
Clerk of the Board of Examiners Signature Date

Steve Sisolak  
Governor

Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator



STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division

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

Date: February 2, 2022

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

From: Jennifer Hamilton, Executive Branch Budget Officer  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink, appearing to read "Jennifer Hamilton", is written over the "From:" line of the memo.

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

**OFFICE OF THE ATTORNEY GENERAL**

Agenda Item Write-up:

Pursuant to NRS 41.036, the Office of the Attorney General submits the following Tort Claim request for approval, representing payment for attorneys fees in First Judicial District Court case no. 19-OC-00127-IB:

Claimant: The Honorable James Settelmeyer, et al.  
Claim No: TC20001  
Settlement Amount: \$150,000  
Date of Loss: July 19, 2019

This claim will be paid directly to his counsel:  
Allison Mackenzie, Ltd.  
PO Box 646  
Carson City NV 89702

Additional Information:

A Summary Judgment was granted in the amount of \$150,000 negotiated down from \$169,621.25 representing an award for Attorney's Fees.

Statutory Authority:

SAM 2905 and NRS 41.036

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

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

AARON D. FORD  
*Attorney General*

KYLE E.N. GEORGE  
*First Assistant Attorney General*

CHRISTINE JONES BRADY  
*Second Assistant Attorney General*



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701

JESSICA L. ADAIR  
*Chief of Staff*

LESLIE NINO PIRO  
*General Counsel*

HEIDI PARRY STERN  
*Solicitor General*

## MEMORANDUM

**To:** Jennifer Hamilton, Executive Branch Budget Officer

**From:** Nancy Katafias, State Tort Claims Manager

**Subject:** Tort Claim Submittal for the March 8, 2022, BOE agenda

**Date:** January 27, 2022

---

Please find attached a claim for submittal and approval for the March 8, 2022, BOE agenda. This claim is for the payment of court ordered attorney fees in case 19 OC 00127-1B; The Honorable James Settlemeyer, et al., vs. State of Nevada, ex rel. The Honorable Nicole Cannizzaro, et al.

The court ordered amount was negotiated down from \$169,621.25 to \$150,000. This amount is being paid pursuant to a court order and will not have a settlement agreement.

This claim will be paid from budget 1348/category 15.

Plaintiff: The Honorable James Settlemeyer, et al.  
Claim No.: TC 20001  
Payment: \$150,000.00  
Payable to: Allison Mackenzie, Ltd  
402 N Division Street  
Carson City NV 89703

## TORT CLAIM RECOMMENDATION

DATE: January 14, 2022  
CLAIMANT: James Settlemeyer et al  
CLAIM NUMBER: TC20001  
DATE OF LOSS: July 19, 2019  
DEPARTMENT: Taxation and DMV

### DISCUSSION

In the lawsuit filed in the First Judicial District Court, 19-OC-00127-1B, the plaintiffs alleged that Senate Bills 542 and 551 were passed without the required two-thirds vote.

Summary Judgment was granted in favor of the plaintiffs and an order granting costs and attorney fees was issued. The amount of attorney's fees was negotiated down from \$169,621.25 to \$150,000.00. This payment is made pursuant to a court order.

### RECOMMENDATION

It is recommended that the claim be paid in the amount of \$150,000.00

#### RECOMMENDATION: PAY

G/L 7357 Allison Mackenzie, Ltd.  
PO Box 646  
Carson City NV 89702

Approved:

Nancy Katafias

NANCY KATAFIAS, CLAIMS MANAGER

January 14, 2022

DATE

Leslie Nino Piro

LESLIE NINO PIRO, GENERAL COUNSEL

January 18, 2022

DATE

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

1 KAREN A. PETERSON, ESQ.  
Nevada State Bar No. 366  
2 JUSTIN TOWNSEND, ESQ.  
Nevada State Bar No. 12293  
3 ALLISON MacKENZIE, LTD.  
402 North Division Street  
4 Carson City, NV 89703  
Telephone: (775) 687-0202  
5 Email: [kpeterston@allisonmackenzie.com](mailto:kpeterston@allisonmackenzie.com)  
6 Email: [jtownsend@allisonmackenzie.com](mailto:jtownsend@allisonmackenzie.com)

7 Attorneys for Plaintiffs

8  
9 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
10 IN AND FOR CARSON CITY

11  
12 THE HONORABLE JAMES SETTELMAYER,  
13 THE HONORABLE JOE HARDY,  
14 THE HONORABLE HEIDI GANSERT,  
15 THE HONORABLE SCOTT HAMMOND,  
16 THE HONORABLE PETE GOICOECHEA,  
17 THE HONORABLE BEN KIECKHEFER,  
18 THE HONORABLE IRA HANSEN, and  
19 THE HONORABLE KEITH PICKARD,  
20 in their official capacities as members of the  
21 Senate of the State of Nevada and individually;  
22 GREAT BASIN ENGINEERING  
23 CONTRACTORS, LLC, a Nevada limited  
24 liability company; GOODFELLOW  
25 CORPORATION, a Utah corporation qualified  
26 to do business in the State of Nevada;  
27 KIMMIE CANDY COMPANY, a Nevada  
28 corporation; KEYSTONE CORP., a Nevada  
nonprofit corporation; NATIONAL FEDERATION  
OF INDEPENDENT BUSINESS, a California  
nonprofit corporation qualified to do business  
in the State of Nevada; NEVADA FRANCHISED  
AUTO DEALERS ASSOCIATION, a Nevada  
nonprofit corporation; NEVADA TRUCKING  
ASSOCIATION, INC., a Nevada nonprofit  
corporation; and RETAIL ASSOCIATION  
OF NEVADA, a Nevada nonprofit corporation,

Plaintiffs,

vs.

///

///

REC'D & FILED

2021 AUG 30 PM 4: 27

AUBREY ROWLATT  
CLERK

~~BY K. PETERSON~~  
DEPUTY

Case No: 19 OC 00127 1B

Dept. No: I

**NOTICE OF ENTRY OF  
ORDER GRANTING PLAINTIFFS'  
MOTION FOR ATTORNEYS'  
FEES**

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

1 STATE OF NEVADA *ex rel.*; NEVADA  
2 DEPARTMENT OF TAXATION;  
3 NEVADA DEPARTMENT OF MOTOR  
4 VEHICLES; and DOES I-X, inclusive,

5 Defendants.

6 and

7 THE LEGISLATURE OF THE  
8 STATE OF NEVADA,

9 Defendant-Intervenor.

10 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS'**  
11 **MOTION FOR ATTORNEYS' FEES**

12 NOTICE IS HEREBY given that on the 30<sup>th</sup> day of August, 2021, the Court duly entered its  
13 **ORDER GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES** in the above-entitled  
14 matter. A copy of said Order is attached hereto as **Exhibit "1"**.

15 **AFFIRMATION**

16 The undersigned does hereby affirm that the preceding document **DOES NOT** contain the  
17 social security number of any person.

18 DATED this 30<sup>th</sup> day of August, 2021.

19 **ALLISON MacKENZIE, LTD.**  
20 402 North Division Street  
21 Carson City, NV 89703  
22 Telephone: (775) 687-0202

23 By: 

24 **KAREN A. PETERSON, ESQ.**  
25 Nevada State Bar No. 366  
26 **JUSTIN M. TOWNSEND, ESQ.**  
27 Nevada State Bar No. 12293  
28 Email: [kpeterson@allisonmackenzie.com](mailto:kpeterson@allisonmackenzie.com)  
Email: [jtownsend@allisonmackenzie.com](mailto:jtownsend@allisonmackenzie.com)

Attorneys for Plaintiffs

**CERTIFICATE OF SERVICE**

Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON, MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served on all parties to this action by:

- \_\_\_\_\_ Placing a true copy thereof in a sealed postage prepaid envelope in the United States Mail in Carson City, Nevada
- \_\_\_\_\_ Hand-delivery - via Reno/Carson Messenger Service
- X   Electronic Transmission
- \_\_\_\_\_ Federal Express, UPS, or other overnight delivery
- \_\_\_\_\_ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures

fully addressed as follows:

Kevin C. Powers, Esq.  
Legislative Counsel Bureau, Legal Division  
kpowers@lcb.state.nv.us

Aaron D. Ford, Esq.  
Craig A. Newby, Esq.  
Office of the Attorney General  
CNewby@ag.nv.gov

DATED this 30<sup>th</sup> day of August, 2021.

  
NANCY FONTENOT

INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>	<u>Number of Pages</u>
"1"	Order Granting Plaintiffs' Motion For Attorneys' Fees	12
4836-0937-4201, v. 1		

# **EXHIBIT “1”**

REC'D & FILED

2021 AUG 30 PM 2:08

AUREY ROBERTS  
CLERK

*[Signature]*  
DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN  
AND FOR CARSON CITY

THE HONORABLE JAMES  
SETTELMAYER, *et al.*,

Plaintiffs,

vs.

STATE OF NEVADA *ex rel.*; NEVADA  
DEPARTMENT OF TAXATION;  
NEVADA DEPARTMENT OF MOTOR  
VEHICLES; and DOES 1-X, inclusive,

Defendants.

and

THE LEGISLATURE OF THE STATE OF  
NEVADA,

Defendant-Intervenor.

Case No.: 19 OC 00127 1B

Dept. No.: I

**ORDER GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES**

This matter comes before the Court on Plaintiffs' Motion for Supplemental Relief and/or  
for an Award of Attorneys' Fees against Defendants, the Nevada Department of Taxation and  
the Nevada Department of Motor Vehicles.

//

//

1       **I. PROCEDURAL HISTORY**

2       This Court's Final Judgment issued on September 21, 2020, granted summary judgment  
3 in favor of Plaintiffs, holding that Senate Bill 542 and Sections 2, 3, 37, and 39 of Senate Bill 551  
4 violated the Nevada Constitution. *See* Final Judgment at 10-11. Further, the Final Judgment  
5 provided that Plaintiffs may pursue post-judgment relief of costs and attorney's fees, payable by  
6 the Nevada Department of Motor Vehicles and the Nevada Department of Taxation (collectively  
7 the "Departments" or "Defendants"), and that the issue of costs and attorney's fees would require  
8 supplemental briefing to be submitted to this Court. *Id.* at 12.  
9

10  
11       Accordingly, Plaintiffs timely filed a Motion for Supplemental Relief and/or For an  
12 Award of Attorneys' Fees on June 28, 2021 ("Motion"), which was followed by Defendants'  
13 Opposition to Motion for Supplemental Relief and/or for an Award of Attorneys' Fees, filed on  
14 July 12, 2021 ("Opposition"). On August 12, 2021, this Court awarded costs to the Plaintiffs. *See*  
15 Order Awarding Costs to Plaintiffs. Subsequently, this Court held oral argument on August 23,  
16 2021 (the "Hearing"), to determine whether Plaintiffs may be awarded attorney's fees.  
17

18       **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

19       First, Defendants assert that Nevada has adopted the "American Rule" regarding  
20 attorney's fees, which provides "that attorney[']s fees may only be awarded when authorized by  
21 statute, rule, or agreement." Opposition at 3-4; *Pardee Homes v. Wolfram*, No. 72371, \_\_\_ Nev.  
22 \_\_\_, 444 P.3d 423, 426 (2019).<sup>1</sup> Although Defendants concede that exceptions to the American  
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26       <sup>1</sup> Defendants' assertion that Nevada has adopted the American Rule in awarding attorney's fees is not disputed. *See*  
27 *e.g.*, *Thomas v. City of N. Las Vegas*, 122 Nev. 82, 90-91, 127 P.3d 1057, 1063 (2006) (discussing the American  
28 Rule and the substantial benefit exception); *Singer v. Chase Manhattan Bank*, 111 Nev. 289, 295, 890 P.2d 1305,  
1308 (1995) (providing that the Nevada Legislature did not intend to abrogate the American Rule regarding  
attorney's fees).

1 Rule exist, Defendants argue that such exceptions do not apply to this case. Opposition at 4.  
2 Namely, Defendants contend that Plaintiffs waived their right to attorney's fees when Plaintiffs  
3 failed to plead attorney's fees as special damages. Opposition at 3-6. Additionally, Defendants  
4 assert that no statute, rule, or other exception would justify an award of attorney's fees in this  
5 case. Opposition at 4-10. Namely, Defendants argue that neither the substantial benefit doctrine  
6 nor the private attorney general doctrine apply to this matter. Opposition at 10.<sup>2</sup>

8 Conversely, Plaintiffs argue that the substantial benefit doctrine applies because an  
9 ascertainable class of members received a substantial benefit involving a matter of public  
10 important as a result of Plaintiffs' successful litigation. Motion at 7-8; *Jesseph v. Digital Ally,*  
11 *Inc.*, \_\_\_ Nev. \_\_\_, 472 P.3d 674, 677 (2020). Alternatively, Plaintiffs urge this Court to adopt the  
12 private attorney general doctrine, which is widely accepted among numerous jurisdictions.  
13 Motion at 8; see e.g., *Arnold v. Ariz. Dep't of Health Servs.*, 160 Ariz. 593, 609, 775 P.2d 521,  
14 537 (1989); *Maria P. Riles*, 43 Cal. 3d 1281, 1286, 743 P.2d 932, 933 (1987). Specifically,  
15 Plaintiffs assert that the private attorney general doctrine encourages suits that enforce important  
16 public policy and permits the courts to use discretion in awarding attorney's fees to a party who  
17 privately enforced a matter of "societal importance" that benefitted a "large number of people."  
18 *Id.* Now, this Court addresses each of the Parties' arguments individually.

21 //

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28 <sup>2</sup> Defendants' argument that Plaintiffs are not entitled to reasonable attorney's fees as a constitutional tort is not  
addressed in depth, as the Nevada Legislature has not enacted a general statute to allow for compensatory damages  
as a result of constitutional violations.

1           **A. PLAINTIFFS ARE NOT ENTITLED TO AN AWARD OF ATTORNEY'S**  
2           **FEES AS SPECIAL DAMAGES OR AS SUPPLEMENTAL RELIEF TO**  
3           **CLAIMS OF EQUITY.**

4           Defendants argue that Plaintiffs cannot recover attorney's fees as special damages because  
5           the Departments did not act in bad faith. Opposition at 4. Further, Defendants assert that Plaintiffs  
6           waived their right to recover attorney's fees because Plaintiffs' "general prayer for relief" failed  
7           to satisfy the heightened pleading standard for special damages, which requires elements of fraud,  
8           malice, or wantonness. *Id.* Conversely, Plaintiffs do not argue that they are entitled to attorney's  
9           fees as special damages—and instead argue that Plaintiffs are entitled to supplemental relief of  
10          attorney's fees under NRS 30.100 of the Uniform Declaratory Judgment Act, as adopted by  
11          Nevada. Motion at 3.

12  
13           i.       **AN AWARD OF ATTORNEY'S FEES AS SPECIAL DAMAGES IS NOT**  
14           **APPROPRIATE.**

15          Rule 9(g) of the Nevada Rules of Civil Procedure provides, in pertinent part, "[i]f an item  
16          of special damage is claimed, it must be specifically stated. NRCP 9(g).<sup>3</sup> Here, attorney's fees are  
17          not appropriate as special damages because there is no evidence that Defendants acted with fraud,  
18          malice, or wantonness. Instead, the Departments merely carried out the enforcement of taxes and  
19          fees as required by the Nevada Legislature. While a general prayer for relief of attorney's fees  
20          may be sufficient to recover fees under alternative grounds, an award of attorney's fees as special  
21          damages is not available. Thus, Defendants correctly assert that Plaintiffs are not entitled to  
22          recover attorney's fees under this avenue.

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26          <sup>3</sup> Defendants argue that Plaintiffs waived their right to attorney's fees when Plaintiffs did plead attorney's fees as  
27          special damages and further argue that this case is not one involving bad faith, fraud, or malice. *See* NRCP 9(g)  
28          (finding that special damages must be "specifically stated"); *See Sandy Valley Assocs. v. Sky Ranch Estates Owners*  
        *Ass'n*, 117 Nev. 948, 957-58, 35 P.3d 964, 970 (2001); *see also City of Las Vegas v. Cragin Indus.*, 86 Nev. 933,  
        941, 478 P.2d 585, 590 (1970) (noting that absent statutory authority, attorney's fees for claims of injunctive relief  
        are inappropriate unless an element of fraud, malice, or wantonness is present).

1           ii.    PLAINTIFFS ARE NOT ENTITLED TO ATTORNEY'S FEES AS  
2                    SUPPLEMENTAL RELIEF FOR THEIR CLAIMS OF EQUITY.

3           Plaintiffs request attorney's fees as supplemental relief under NRS 30.100 of the Uniform  
4   Declaratory Judgment Act, as adopted by Nevada. Motion at 3.

5           In an unpublished decision, the Court found that NRS 30.100 expressly permits an award  
6   of monetary damages in declaratory relief actions, *Rosemere Estates Prop. Owners Ass'n*, 2015  
7   WL 6175946 (Nev. 2015), but the Court has not, however, interpreted NRS 30.100 to serve as a  
8   vehicle for awarding attorney's fees as supplemental relief for equitable claims. Although, other  
9   jurisdictions have interpreted the plain language of the Uniform Declaratory Judgment Act to  
10   preclude an award of attorney's fees as supplemental relief.<sup>4</sup>

11           Here, NRS Chapter 30 does not expressly permit this Court to award attorney's fees as  
12   supplemental relief for an equitable judgment. In fact, while the Nevada Legislature enacted NRS  
13   30.120, granting courts the authority to make an award of "costs" in any proceeding as it may  
14   seem "equitable and just," the Nevada Legislature enacted no such provision for attorney's fees.  
15   Accordingly, this Court rejects Plaintiffs invitation to expand NRS 30.100 to serve as a means of  
16   awarding attorney's fees in actions for declaratory relief. Therefore, because Chapter 30 does not  
17   clearly provide for an award of attorney's fees as supplemental relief, and Plaintiffs have failed  
18   to show that the Nevada Legislature intended for an award of attorney's fees to serve as  
19   supplemental relief, attorney's fees will not be awarded on this basis.

20           In sum, this Court refuses to award Plaintiffs attorney's fees as special damages or as  
21   supplemental relief for Plaintiffs' claims of equity.

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28   <sup>4</sup> See e.g., *Bd. Of Supervisors of James County v. Windmill Meadows, LLC*, 752 S.E.2d 837, 845 (Sup. Ct. Va.  
2014); *Swaps, LLC v. ASL Prop., Inc.*, 791 S.E.2d 711, 712-14 (N.C. Ct. App. 2016).

1           **B. NEVADA HAS NOT ADOPTED THE PRIVATE ATTORNEY GENERAL**  
2           **DOCTRINE AS A BASIS TO AWARD ATTORNEY'S FEES.**

3           Plaintiffs argue that while the State of Nevada has not addressed the private attorney  
4           general doctrine, the doctrine directly applies to the case at-hand. Motion at 8. Plaintiffs urge this  
5           Court to adopt the doctrine and join the many states having already done so. *See e.g., Ansley v.*  
6           *Banner Health Network*, 248 Ariz. 143, 152-53, 459 P.3d 55, 64 (2020) (noting that attorney's  
7           fees may be awarded when a party vindicates a right that benefits a "large number of people" and  
8           is "of societal importance"); *Heron Bay Homeowners Ass'n v. City of San Leandro*, 227 Cal.  
9           Rptr. 3d 885, 893 (Cal. Ct. App. 2018) (noting that the California legislature adopted the private  
10          attorney general doctrine, codified as § 1021.5). Defendants contend that this Court should not  
11          go out of its way to apply a new doctrine to the facts at-hand.  
12

13  
14          Here, the Private Attorney General doctrine seems to be relevant and applicable, and the  
15          authority provided by Plaintiffs is persuasive. Nevertheless, the Supreme Court of Nevada has  
16          not yet addressed this doctrine. Accordingly, this Court is not inclined to adopt the private  
17          attorney general doctrine absent *any* Nevada precedent or statutory authority. Thus, this issue is  
18          best left for the Nevada appellate courts or the legislature, and Plaintiffs are not entitled to an  
19          award of attorney's fees on this basis.  
20

21           **C. AN AWARD OF ATTORNEY'S FEES IS APPROPRIATE UNDER THE**  
22           **SUBSTANTIAL BENEFIT DOCTRINE<sup>5</sup>**

23          Plaintiffs contend that the substantial benefit doctrine permits an award of attorney's fees  
24          because Plaintiffs successfully brought an independent action against the Departments, which  
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26  
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<sup>5</sup> The substantial benefit doctrine is often referred to as the "common fund doctrine" or "common benefit doctrine."

1 conferred a substantial benefit to Nevada taxpayers and fee payers, and the action involves a  
2 matter of public significance. Motion at 7-8.

3  
4 Although the American Rule generally prohibits an award of attorney's fees without a  
5 statute, rule, or contractual provision, the substantial benefit doctrine is an exception to the rule  
6 and allows recovery of attorney's fees when a successful "party confers a substantial benefit on  
7 the members of an ascertainable class . . ." *Jesseph*, 472 P.3d at 678. Further, the United States  
8 Supreme Court found that "someone who recovers a common fund for the benefit of persons other  
9 than himself is due a reasonable attorney's fee from the fund as [a] whole," which "reflect[s] the  
10 traditional practice in courts of equity." *U.S. Airways v. McCutchen*, 569 U.S. 88, 96 (2013).  
11 Although the substantial benefit doctrine generally applies to shareholders in derivative suits or  
12 unions, courts have found that municipalities are not immune from this doctrine. *See Thomas v.*  
13 *City of N. Las Vegas*, 122 Nev. 82, 92-93, 127 P.3d 1057, 1064-65. In fact, there may be  
14 circumstances "where a successful plaintiff confers a benefit on the municipality as a whole,  
15 wherein this doctrine could possibly be extended to the municipality and attorney fees shifted  
16 accordingly." *Id.* at n. 23.

17  
18  
19 Here, Plaintiffs independently sought equitable relief against the Departments and, in turn,  
20 conferred a substantial benefit upon Nevada taxpayers and fee payers. At the Hearing,  
21 Defendants' counsel was asked whether the taxpayers and fee payers each comprise an  
22 "ascertainable class." Counsel replied, "[the class is] ascertainable from a point in time but there  
23 are certain administrative difficulties" associated with identifying and tracking each member.  
24 Namely, the Departments' technology is outdated; and in light of the pandemic as well as  
25 residents' transiency, members are difficult to locate. Conversely, Plaintiffs maintain that but-for  
26 their successful litigation, Senate Bill 542 and Sections 2, 3, 37, and 39 of Senate Bill 551 were  
27  
28

1 struck, and as a result, a substantial benefit was conferred upon the ascertainable class.<sup>6</sup>

2 Accordingly, as a matter of equity, Plaintiffs "should be made whole." This Court agrees.

3  
4 First, the Departments have records of members' payments and have already moved  
5 toward making reimbursements to each individual within the class. Even though locating and  
6 reimbursing members of the class may be accompanied by technical or geographical difficulties,  
7 this Court finds that members of the class are certain, definite, and ultimately *ascertainable*.  
8 Further, the benefit conferred is clearly substantial, in that Nevada's citizens will receive nearly  
9 One-Hundred and Five Million Dollars (\$105,000,000) in reimbursement. In its Final Judgment,  
10 this Court noted the unfairness associated with private parties paying out-of-pocket to vindicate  
11 their rights, despite the Legislature's disregard of the Nevada Constitution. Accordingly, as a  
12 matter of equity, private parties who successfully litigate a matter of public concern and protect  
13 the constitutional rights of an ascertainable class should be entitled to reasonable attorney's fees.  
14

15  
16 Therefore, pursuant to Nevada precedent, in this Court's sound discretion, Plaintiffs shall  
17 be awarded reasonable attorney's fees against the Departments.

18 **D. PLAINTIFFS' ATTORNEYS' FEES ARE REASONABLE.<sup>7</sup>**

19 Plaintiffs assert that their Motion complied with the procedures highlighted in NRCP 54,  
20 and that their attorneys' fees are reasonable in light of their high-quality law firm, the nature and  
21 extent of the work performed, and the favorable result obtained. Motion at 14-15.  
22  
23  
24

25  
26 <sup>6</sup> Defendants argue that the State of Nevada and its agencies must be the beneficiaries under the substantial benefit  
27 doctrine. Opposition at 10. In response, at the Hearing, Plaintiffs assert that "the State, its agencies, and its  
28 constituents, were beneficiaries under the suit" because the Citizens of the Nevada derived a benefit—a refund of  
taxes and/or fees—and the agencies were no longer compelled to collect and enforce unconstitutional taxes and  
fees.

<sup>7</sup> The Departments do not dispute whether Plaintiffs' attorneys' fees are reasonable. *See generally* Opposition; *see*  
also the Hearing.

1 The trial court retains discretion in awarding attorney's fees, and absent a manifest abuse  
2 of discretion, the trial court's decision will not be overturned on appeal. *Univ. of Nev. v.*  
3 *Tarkanian*, 110 Nev. 581, 590, 879 P.2d 1180, 1186 (1994); *Smith v. Zilverberg*, \_\_\_ Nev. \_\_\_, 481  
4 P.3d 1222, 1230-31 (2021). "In Nevada, the method upon which a reasonable fee is determined  
5 is subject to the discretion of the court, which is tempered only by reason and fairness." *Shuette*  
6 *v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-65, 124 P.3d 530, 548 (2005). In  
7 determining whether attorney's fees are reasonable, the court considers (1) the qualities of the  
8 advocate based on his training, education, skill, and professional standing; (2) the nature and  
9 extent of the work to be completed; (3) the work actually performed; and (4) whether counsel  
10 obtained a favorable result. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31,  
11 33 (1969).

12 Here, Plaintiffs were represented by Allison MacKenzie, Ltd., a reputable law firm located  
13 in Carson City, Nevada. Karen Peterson, Esq. and Justin Townsend, Esq., as counsel of record,  
14 are competent and respected members of the Nevada Bar. Plaintiffs' counsel provided an affidavit  
15 that adequately represents the caliber of representation in this matter. Plaintiffs' counsel  
16 exhausted substantial time and resources throughout this litigation. Further, the character of the  
17 work in this matter is complex, in that it concerns interpretation of the Nevada Constitution and  
18 involves various doctrines in which Nevada has barely addressed, if at all. Plaintiffs' counsel  
19 performed extensive research and writing, which is demonstrated in Plaintiffs' Motion as well as  
20 the papers and pleadings on file. Finally, Plaintiffs' counsel obtained a favorable result, as Senate  
21 Bill 542 and Sections 2, 3, 37, and 39 of Senate Bill 551 were ultimately struck on constitutional  
22 grounds.

1           Therefore, in this Court's sound discretion, and based on the *Brunzell* factors, Plaintiffs'  
2 attorneys' fees in the amount of One Hundred and Sixty-Nine Thousand, Six Hundred and  
3 Twenty-One Dollars and Twenty- Five Cents (\$169, 621.25) are reasonable.  
4

5           NOW, THEREFORE, GOOD CAUSE APPEARING,

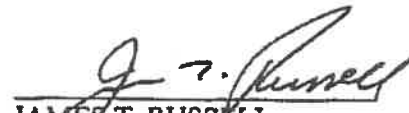
6           **IT IS HEREBY ORDERED** that Plaintiffs' Motion for Supplemental Relief and/or For  
7 an Award of Attorneys' Fees is GRANTED.

8           **IT IS FURTHER ORDERED** that Plaintiffs shall be awarded judgment of attorney's  
9 fees in the amount of One Hundred and Sixty-Nine Thousand, Six Hundred and Twenty-One  
10 Dollars and Twenty-Five Cents (\$169, 621.25).  
11

12           It is so **ORDERED**.

13  
14           DATED this 30<sup>th</sup> day of August, 2021.

15           BY:

16             
17           JAMES T. RUSSELL  
18           DISTRICT COURT JUDGE  
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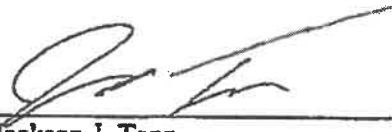
**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 31 day of August, 2021, I deposited for mailing, postage paid, at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Karen A. Peterson, Esq.  
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Jackson J. Tann  
Law Clerk, Dept. I

ALLISON MacKENZIE, LTD.  
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6 Attorneys for Plaintiffs

7  
8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
9 IN AND FOR CARSON CITY

10 THE HONORABLE JAMES SETTELMEYER,  
11 THE HONORABLE JOE HARDY,  
12 THE HONORABLE HEIDI GANSERT,  
13 THE HONORABLE SCOTT HAMMOND,  
14 THE HONORABLE PETE GOICOECHEA,  
15 THE HONORABLE BEN KIECKHEFER,  
16 THE HONORABLE IRA HANSEN, and  
17 THE HONORABLE KEITH PICKARD,  
18 in their official capacities as members of the  
Senate of the State of Nevada and individually;  
19 GREAT BASIN ENGINEERING  
20 CONTRACTORS, LLC, a Nevada limited  
liability company; GOODFELLOW  
21 CORPORATION, a Utah corporation qualified  
22 to do business in the State of Nevada; and  
23 KIMMIE CANDY COMPANY, a Nevada  
24 corporation,

19 Plaintiffs,

20 vs.

21 STATE OF NEVADA *ex rel.* THE  
22 HONORABLE NICOLE CANNIZZARO,  
in her official capacity as Senate Majority  
23 Leader; THE HONORABLE KATE  
MARSHALL, in her official capacity as  
24 President of the Senate; CLAIRE J. CLIFT,  
in her official capacity as Secretary of  
25 the Senate; THE HONORABLE STEVE  
SISOLAK, in his official capacity as  
26 Governor of the State of Nevada; NEVADA  
DEPARTMENT OF TAXATION;  
27 NEVADA DEPARTMENT OF MOTOR  
VEHICLES; and DOES I-X, inclusive,

28 Defendants.

REC'D & FILED

2013 JUL 19 PM 2:38

AUBREY ROWLATT  
CLERK

BY V. Alegria  
DEPUTY

Case No: 190600127 1B  
Dept. No: II

**COMPLAINT**

**(Arbitration Exemption: Declaratory and Injunctive Relief Sought)**

Plaintiffs, by and through their attorneys, ALLISON MacKENZIE, LTD., allege and complain against the above-named Defendants as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiffs, Senators JAMES SETTELMAYER, JOE HARDY, HEIDI GANSERT, SCOTT HAMMOND, PETE GOICOECHEA, BEN KIECKHEFER, IRA HANSEN, and KEITH PICKARD are and were at all times relevant hereto duly elected members of the Senate of the 80<sup>th</sup> (2019) Session of the Nevada Legislature performing their duties in accordance with Article 4 of the Nevada Constitution, including Article 4, Section 1 and Article 4, Section 18(2) of the Nevada Constitution.

2. In the 80<sup>th</sup> (2019) Session of the Nevada Legislature, each of the Plaintiff Senators voted against Senate Bill 542 ("SB 542") and voted against Senate Bill 551 ("SB 551") and all amendments thereto.

3. Each of the Plaintiff Senators identified in Paragraph 1 above is a member of the NEVADA SENATE REPUBLICAN CAUCUS. Collectively, Plaintiff Senators constitute the entire membership of the NEVADA SENATE REPUBLICAN CAUCUS and at all times relevant hereto held enough votes to defeat SB 542 and SB 551 which required a two-thirds vote of the members elected to the Senate to pass pursuant to Article 4, Section 18(2) of the Nevada Constitution.

4. As a result of the actions alleged in this Complaint, Plaintiff Senators and each of them have been injured in fact because the Defendants (except Defendants, NEVADA DEPARTMENT OF TAXATION and NEVADA DEPARTMENT OF MOTOR VEHICLES) acted improperly to nullify Plaintiff Senators' votes against SB 542 and SB 551 and infringe upon and deprive Plaintiff Senators of their power to act. Plaintiff Senators' votes have been adversely affected by said Defendants' actions which directly and materially altered how the votes of individual Senators in the 80<sup>th</sup> Session of the Nevada Legislature effectively determined legislative action.

5. Plaintiff, GREAT BASIN ENGINEERING CONTRACTORS, LLC, is a Nevada limited liability company, duly formed under and qualified to do business pursuant to the laws of the

1 State of Nevada and does conduct its business within the State of Nevada such that it is subject to and  
2 does, in fact, pay the Modified Business Tax ("MBT" or "payroll tax"), which is imposed and collected  
3 by Defendant NEVADA DEPARTMENT OF TAXATION pursuant to NRS Chapter 363B. Plaintiff  
4 GREAT BASIN ENGINEERING CONTRACTORS, LLC is a construction contractor of primarily  
5 civil projects.

6 6. Plaintiff, GOODFELLOW CORPORATION, is a Utah corporation duly qualified and  
7 authorized to do business in the State of Nevada and does conduct its business within the State of  
8 Nevada such that it is subject to and does, in fact, pay the Modified Business Tax ("MBT" or "payroll  
9 tax"), which is imposed and collected by Defendant NEVADA DEPARTMENT OF TAXATION  
10 pursuant to NRS Chapter 363B. Plaintiff GOODFELLOW CORPORATION distributes and sells  
11 rock crushing, construction and mining machinery and related equipment throughout the world and  
12 provides all in-house industry services including custom work, fabrication, parts and electrical  
13 services.

14 7. Plaintiff, KIMMIE CANDY COMPANY, is a Nevada corporation, duly formed under  
15 and qualified to do business pursuant to the laws of the State of Nevada and does conduct its business  
16 within the State of Nevada such that it is subject to and does, in fact, pay the Modified Business Tax  
17 ("MBT" or "payroll tax"), which is imposed and collected by Defendant NEVADA DEPARTMENT  
18 OF TAXATION pursuant to NRS Chapter 363B. Plaintiff Kimmie Candy Company is a state of the  
19 art candy making manufacturer located in Reno, Nevada.

20 8. All individually named Plaintiffs are citizens, residents and taxpayers of the State of  
21 Nevada and are subject to and do pay the technology fee that is imposed and collected by Defendant  
22 NEVADA DEPARTMENT OF MOTOR VEHICLES pursuant to NRS 481.064.

23 9. Defendant, NICOLE CANNIZZARO, is named herein in her official capacity and is  
24 and was at all times relevant hereto a duly elected member of the Senate of the 80<sup>th</sup> (2019) Session of  
25 the Nevada Legislature and the Senate Majority Leader during the 80<sup>th</sup> Session of the Nevada  
26 Legislature, whose official duties include signing bills that have been passed by the Senate in  
27 conformity with the Nevada Constitution. Defendant, NICOLE CANNIZZARO, was the sponsor of  
28 SB 551, and allowed a vote of less than two-thirds of the Senate to approve both SB 542 and SB 551.

10. Defendant, KATE MARSHALL, is named in her official capacity and is and was at all time relevant hereto the duly elected Lieutenant Governor of the State of Nevada acting as President of the Senate during the 80<sup>th</sup> Session of the Nevada Legislature whose official duties include signing bills that have been passed by the Senate in conformity with the Nevada Constitution. Defendant, KATE MARSHALL, deemed SB 542 and SB 551 constitutionally passed with less than a vote of two-thirds of the Senate necessary to approve both SB 542 and SB 551 under the Nevada Constitution.

11. Defendant, CLAIRE J. CLIFT, is named in her official capacity and is and was at all times relevant hereto the Secretary of the Senate during the 80<sup>th</sup> Session of the Nevada Legislature whose official responsibilities include transmitting to the Legal Division for enrollment bills passed by the Senate in conformity with the Nevada Constitution. Defendant, CLAIRE J. CLIFT, deemed SB 542 and SB 551 constitutionally passed with less than a vote of two-thirds of the Senate necessary to approve both SB 542 and SB 551 under the Nevada Constitution.

12. Defendant, STEVE SISOLAK, is named in his official capacity and is and was at all times relevant hereto the duly elected Governor of the State of Nevada whose official responsibilities include approving and signing bills passed by the Legislature in conformity with the Nevada Constitution and to see that the laws of the State of Nevada are faithfully executed. Defendant, STEVE SISOLAK, approved and signed SB 542 and SB 551 with a vote of less than two-thirds of the Senate into law.

13. Defendant, NEVADA DEPARTMENT OF TAXATION, administers the duly enacted tax statutes of the State of Nevada and collects the payroll tax.

14. Defendant, NEVADA DEPARTMENT OF MOTOR VEHICLES, administers the duly enacted statutes involving the technology fee and collects the technology fee.

15. Defendants DOES I-X, inclusive, are not known at this time and are therefore identified by the fictitious designation of DOES I-X. Once the true identities and capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as DOES I-X, inclusive, are known, Plaintiffs will seek leave of this Court to amend this Complaint to insert the true names and capacities of DOES I-X and join said Defendants in this action. Plaintiffs are informed and believe, and thereon

1 allege, that each of the Defendants designated herein as DOE is responsible in some manner for the  
2 events and happenings referred to herein.

3 16. This is an action to challenge the substantive constitutionality of SB 542 and SB 551  
4 as well as the constitutionality of the manner in which each such bill was deemed passed into law.

5 17. This action involves an issue of significant public and statewide importance as it seeks  
6 to uphold and protect the constitutional amendment proposed by citizen ballot initiative adopted and  
7 overwhelmingly approved by Nevada voters in 1994 and 1996. As provided in Article 1, Section 2 of  
8 the Nevada Constitution, political power is inherent in the people. Government only has power from  
9 the consent of the governed, and the residents and citizens of the State of Nevada twice voted strongly  
10 in favor of amending the Nevada Constitution to add the two-thirds requirement, and the two-thirds  
11 requirement has, at least prior to 2019, been applied consistently to legislative bills extending sunsets  
12 by the Nevada Legislature.

13 18. Each of the Plaintiff Senators are the appropriate parties to bring this action as there is  
14 no one else in a better position or who can bring an action to vindicate their votes individually and  
15 collectively against SB 542 and SB 551, which votes were sufficient in number to defeat said bills.  
16 The Plaintiff Senators are capable of fully advocating their position in Court.

17 19. The Plaintiff business taxpayers paying the payroll tax and the individual Plaintiff  
18 citizens, residents and taxpayers paying the technology fee are appropriate parties to litigate this action.  
19 Said Plaintiff businesses, citizens, residents, taxpayers and fee payers may have no other means of  
20 redress to raise the constitutional challenges to SB 542 and SB 551, said constitutional challenges may  
21 not be otherwise raised without their claims for relief set forth in this Complaint, the potential  
22 economic impact from SB 551 alone is approximately \$98.2 million over the biennium and the  
23 economic impact from SB 542 is approximately \$7 million per year, and said Plaintiffs can assist the  
24 Court in developing and reviewing all relevant legal and factual questions.

25 20. The Court has subject matter jurisdiction pursuant to Article 6 of the Nevada  
26 Constitution which vests the judicial power of the State in a court system including the district courts  
27 of the State of Nevada.  
28

1       21.    The Court has personal jurisdiction over Defendants pursuant to Nev. Rev. Stat.  
2   ("NRS") 14.065 because Defendants are residents of the State of Nevada.

3       22.    SB 542 and SB 551 were presented, debated, voted on, signed, and enrolled in Carson  
4   City, Nevada. The payroll taxes enacted by SB 551 are collected and remitted to Carson City, Nevada  
5   and the technology fees enacted by SB 542 are collected and remitted to Carson City, Nevada.

6       23.    The Governor, Lieutenant Governor, members of the Nevada Senate, Secretary of the  
7   Senate, Nevada Department of Nevada Taxation and Department of Motor Vehicles have offices in  
8   Carson City, Nevada.

9       24.    Venue for this action is proper in the First Judicial District Court of the State of Nevada  
10   in and for Carson City, Nevada pursuant to NRS 13.020. The present cause of action arises in Carson  
11   City and Defendants are public officers or departments whose respective offices are required to be  
12   kept in Carson City, Nevada.

13                                   **GENERAL ALLEGATIONS**

14       25.    Plaintiffs repeat and incorporate each of the foregoing paragraphs as though fully set  
15   forth herein.

16       26.    The Nevada Constitution, at Article 4, Section 18(2) provides, in pertinent part:

17               [A]n affirmative vote of not fewer than two-thirds of the members elected  
18               to each House is necessary to pass a bill or joint resolution which creates,  
19               generates, or increases any public revenue in any form, including but not  
              limited to taxes, fees, assessments and rates, or changes in the computation  
              bases for taxes, fees, assessments and rates.

20       27.    During the 80<sup>th</sup> Session of the Nevada Legislature there were seated 21 Senators.

21       28.    In order to pass during the 80<sup>th</sup> Session of the Nevada Legislature, any bill that creates,  
22   generates, or increases any public revenue in any form, or changes in the computation bases for taxes,  
23   fees, assessments and rates, the vote of at least fourteen Senators was required.

24       29.    SB 542 is a bill to extend the imposition of a technology fee on certain transactions by  
25   the NEVADA DEPARTMENT OF MOTOR VEHICLES set to expire on June 30, 2020.

26       30.    SB 542 was introduced in the Senate on May 10, 2019.

27       31.    The Senate voted on SB 542 on May 27, 2019 and the vote was 13 in favor and 8  
28   opposed. SB 542 became effective upon passage and approval.

1 32. Less than two-thirds of the Senate voted to pass SB 542.

2 33. SB 542 specifically extended the expiration, or sunset, of NRS 481.064 from June 30,  
3 2020 to June 30, 2022.

4 34. NRS 481.064 provides Defendant NEVADA DEPARTMENT OF MOTOR  
5 VEHICLES "shall add a nonrefundable technology fee of \$1 to the existing fee for any transaction  
6 performed by the Department for which a fee is charged."

7 35. The effect of SB 542, therefore, is to create, generate, and increase public revenue from  
8 July 1, 2020 through June 30, 2022.

9 36. SB 551 is a bill to eliminate the procedure used by Defendant NEVADA  
10 DEPARTMENT OF TAXATION to reduce the rate of payroll taxes and to extend indefinitely the  
11 then current rates of said taxes.

12 37. SB 551 was introduced in the Senate by Defendant, NICOLE CANNIZZARO, as an  
13 Emergency Request on May 27, 2019.

14 38. The Senate voted on SB 551 on June 3, 2019 and the vote was 13 in favor and 8  
15 opposed. Sections 2, 3, 37 and 39 of SB 551 were effective immediately upon passage and approval.

16 39. Less than two-thirds of the Senate voted to pass SB 551.

17 40. SB 551 specifically impacted the provisions of NRS 363A.110, NRS 363B.130, and  
18 NRS 360.203 in that it eliminated the computation bases for reducing the payroll tax rates set forth  
19 therein and extended indefinitely the then current payroll tax rates.

20 41. NRS 360.203, prior to passage and enrollment of SB 551, provided that Defendant  
21 NEVADA DEPARTMENT OF TAXATION should, before September 30 of each even-numbered  
22 year, perform a computation, the result of which would dictate whether the rates set forth in NRS  
23 363A.110 and NRS 363B.130 should be reduced.

24 42. Prior to September 30, 2018, Defendant NEVADA DEPARTMENT OF TAXATION  
25 performed the computation required by NRS 360.203 and determined that the rates set forth in NRS  
26 363A.110 and NRS 363B.130 would be reduced.

27  
28

1           43.    On October 11, 2018, Defendant NEVADA DEPARTMENT OF TAXATION  
2 announced that rates under NRS 363A.110 and NRS 363B.130 would be reduced effective July 1,  
3 2019.

4           44.    SB 551 repealed NRS 360.203 and permanently fixed the rates set forth in NRS  
5 363A.110 and NRS 363B.130. SB 551 retroactively nullified the payroll tax rate reduction computed  
6 by Defendant NEVADA DEPARTMENT OF TAXATION required by NRS 360.203 for any fiscal  
7 year beginning on or after July 1, 2015.

8           45.    The effect of SB 551, therefore, is to create, generate, and increase public revenue as a  
9 result of the elimination of scheduled reductions in payroll tax rates and the elimination of the  
10 computation bases for future reductions thereof.

11          46.    Because of Defendant NEVADA DEPARTMENT OF TAXATION's determination  
12 and announcement that payroll tax rates would be reduced effective July 1, 2019, SB 551's permanent  
13 fixing of the rates at higher rates is a change in the computation base of the MBT.

14          47.    Where NRS 360.203, prior to enrollment of SB 551, allowed for reductions in the rate  
15 of payroll tax under the MBT, the repeal thereof constitutes a change in the computation base of said  
16 payroll tax.

17          48.    Notwithstanding an opinion from the Legislative Counsel Bureau ("LCB") on or about  
18 May 8, 2019, at various stages of the Senate's consideration of SB 551 and amendments thereto after  
19 May 8, 2019, LCB's bill documentation showed that two-thirds of the Senate, or 14 Senators, would  
20 have to vote to approve the bill, and at other stages of the Senate's consideration of SB 551, the two-  
21 thirds requirement was removed from LCB's bill documentation for SB 551.

22          49.    Defendant, NICOLE CANNIZZARO's actions on the Senate floor on June 3, 2019  
23 show that if SB 551 did not have support from two-thirds of the Senate, the majority party, of which  
24 she was leader, would pass the bill by simple majority.

25          50.    Neither House by majority referred the SB 542 or SB 551 measures to the people of  
26 the State at the next general election per Article 4, Section 18(3) of the Nevada Constitution.



1       59.     The dilution and nullification of each Plaintiff Senator's vote and the denial of their  
2 rights to cast an effective vote violate each Plaintiff Senator's equal protection and due process rights  
3 under the Fourteenth Amendment of the United States Constitution and Article 4 of the Nevada  
4 Constitution.

5       60.     Plaintiffs have been required to engage the services of counsel to pursue their rights  
6 and are entitled to reasonable attorneys' fees and costs of suit.

7                               **SECOND CLAIM FOR RELIEF**

8       61.     Plaintiffs repeat and incorporate each of the foregoing paragraphs as though fully set  
9 forth herein.

10       62.     Plaintiff business taxpayers will not receive the reduction of payroll tax rates as was  
11 previously properly enacted by the constitutional two-thirds majority required by Article 4, Section  
12 18(2) of the Nevada Constitution. Revenue of approximately \$98.2 million over the biennium in  
13 additional payroll taxes will be generated as a result of the extension of the payroll taxes and change  
14 in the computation bases enacted by SB 551 commencing July 1, 2019. The tax as it is imposed upon  
15 Plaintiff business taxpayers will deprive Plaintiff business taxpayers of their property without due  
16 process of law in violation of the Fourteenth Amendment of the United States Constitution and Article  
17 1, Section 8(5) of the Nevada Constitution.

18       63.     SB 542 eliminated the sunset provision in NRS 461.064 effective July 1, 2020 and  
19 individual Plaintiff taxpayers and fee payers will continue to be charged the technology fee unlawfully  
20 extended by SB 542 in violation of the two-thirds majority required by the Nevada Constitution.  
21 Revenue of approximately \$7 million per year will continue to be generated and collected by  
22 Defendant NEVADA DEPARTMENT OF MOTOR VEHICLES. The technology fee as will be  
23 imposed upon the individual Plaintiff citizens, residents and taxpayers will deprive said Plaintiffs of  
24 their property without due process of law in violation of the Fourteenth Amendment of the United  
25 States Constitution and Article 1, Section 8(5) of the Nevada Constitution.

26       64.     Plaintiffs have been required to engage the services of counsel to pursue their rights  
27 and are entitled to reasonable attorneys' fees and costs of suit.

28     ///

**THIRD CLAIM FOR RELIEF**

65. Plaintiffs repeat and incorporate each of the foregoing paragraphs as though fully set forth herein.

66. Plaintiffs' rights, status or other legal relations are affected by SB 542 and SB 551 and Plaintiffs seek a declaration of their rights, status or other relations. Declaratory relief pursuant to NRS Chapter 30 is appropriate because it will effectively adjudicate the rights, status or other legal relations of the parties.

67. There exists an actual justiciable controversy between Plaintiffs and Defendants concerning the applicability of Article 4, Section 18(2) of the Nevada Constitution to the voting on and passage of SB 542 and SB 551.

68. Plaintiffs and Defendants have adverse interests, and an actual justiciable controversy exists between them within the jurisdiction of this Court.

69. Plaintiffs have a legally protectable interest in this controversy by virtue of their votes against SB 542 and SB 551 and/or their payment of the extended payroll tax and technology fee deemed enacted without the required two-thirds vote of the Nevada Senate required by the Nevada Constitution.

70. The controversy before this Court is ripe for judicial determination because relevant portions of SB 551 were effective upon passage and approval and imposition of the extended payroll tax rate went into effect on July 1, 2019. Taxpayer employers will be required to report and remit the extended payroll tax to the NEVADA DEPARTMENT OF TAXATION that went into effect July 1, 2019 commencing on October 1, 2019. SB 542 was effective upon passage and approval and the technology fee was extended from July 1, 2020, which occurs before the next legislative session, to June 30, 2022. Plaintiffs seek a declaration from this Court prior to the State of Nevada's collection of the payroll tax and technology fee from taxpayers and fee payers to avoid such taxpayers and fee payers having to seek refunds from the State of Nevada and the State of Nevada having to issue refunds of payroll taxes and technology fees unlawfully collected.

71. Plaintiffs request declarations that (a) SB 542 and SB 551 are bills which create, generate, and/or increase public revenues or changes in the computation bases for taxes, fees,

1 assessments or rates; (b) Article 4, Section 18(2) of the Nevada Constitution required that two-thirds  
2 of the Senate vote to pass both SB 542 and SB 551; (c) the votes of the eight Plaintiff Senators should  
3 be given effect; and (d) the passage, signing, and enrollment of SB 542 and SB 551 must be invalidated  
4 for lack of supporting votes of two-thirds of the Senate as required by Article 4, Section 18(2) of the  
5 Nevada Constitution.

6 72. Plaintiffs have been required to engage the services of counsel to pursue their rights  
7 and are entitled to reasonable attorneys' fees and costs of suit.

8 **FOURTH CLAIM FOR RELIEF**

9 73. Plaintiffs repeat and incorporate each of the foregoing paragraphs as though fully set  
10 forth herein.

11 74. On or after September 30, 2019, the Court must enjoin the enforcement of SB 551 and  
12 prior to July 1, 2020, the Court must enjoin the enforcement of SB 542, and the Court must also enjoin  
13 the NEVADA DEPARTMENT OF TAXATION and NEVADA DEPARTMENT OF MOTOR  
14 VEHICLES, respectively, from collecting any revenues pursuant to the subject revenue provisions of  
15 SB 551 and SB 542 complained of herein.

16 75. If such injunctions are not entered, the Plaintiff Senators will suffer immediate,  
17 irreparable harm in that the votes of said Senators will not be given effect as intended and as required  
18 by Article 4, Section 18(2) of the Nevada Constitution.

19 76. If such injunctions are not entered, Plaintiff taxpayers and fee payers, and all similarly  
20 situated taxpayers and fee payers throughout the State of Nevada, will suffer immediate, irreparable  
21 harm in that (a) they will be deprived of funds through the payment of unlawfully enacted revenue-  
22 raising measures and (b) the Constitutional protections against tax or fee public revenue measures  
23 without the support of two-thirds of both legislative houses will effectively be eliminated.

24 77. Plaintiffs are likely to succeed on the merits of their claims made herein because both  
25 SB 542 and SB 551 are revenue-generating bills and, therefore, clearly require at least the votes of  
26 two-thirds of the Senate for passage.

1       78. Public interest weighs in favor of strict application of the Constitutional two-thirds  
2 requirement for enacting revenue-raising measures, which was added to the Nevada Constitution by  
3 the affirmative vote of the Nevada public in 1994 and 1996.

4       79. Defendants cannot be said to suffer any harm through strict adherence to the Nevada  
5 Constitution while Plaintiffs and the constituents they represent will suffer severe and irreparable harm  
6 if they are deprived of their rights under Article 4, Section 18(2) of the Nevada Constitution.

7       80. Plaintiffs have been required to engage the services of counsel to pursue their rights  
8 under the Nevada Constitution and are entitled to recovery of reasonable attorneys' fees and costs of  
9 suit.

10                   **AFFIRMATION**

11       The undersigned hereby affirm that the foregoing document submitted for filing **DOES NOT**  
12 contain the social security number of any person.

13                   **PRAYER FOR RELIEF**

14       **WHEREFORE**, Plaintiffs pray for relief as follows:

15       1. For declarations that:

16               a. SB 542 and SB 551 are bills that create, generate, and/or increase public  
17 revenue or changes in the computation bases for taxes, fees, assessments or rates;

18               b. Article 4, Section 18(2) of the Nevada Constitution required that two-  
19 thirds of the Senate vote to pass both SB 542 and SB 551;

20               c. The votes of the eight Plaintiff Senators should be given effect; and

21               d. The passage, signing, and enrollment of SB 542 and SB 551 must be  
22 invalidated for lack of supporting votes of two-thirds of the Senate.

23       2. For a temporary restraining order or a preliminary injunction if necessary effective on  
24 or about September 30, 2019 for SB 551 and effective on or about July 1, 2020 for SB 542 and a  
25 permanent injunction against the enforcement of SB 542 and SB 551.

26       3. For an award of attorneys' fees and costs of suit.

27       4. For such other and further relief as this Court may deem just and proper.

28       ///

ALLISON MacKENZIE, LTD.  
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Telephone: (775) 687-0202 Fax: (775) 882-7918  
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DATED this 19<sup>th</sup> day of July, 2019.

ALLISON MacKENZIE, LTD.  
402 North Division Street  
Carson City, NV 89703  
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By:



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

Date: February 1, 2022  
To: Susan Brown, Director  
Governor's Finance Office  
From: Michele Lynn, Executive Branch Budget Officer *ml*  
Governor's Finance Office  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF BUSINESS AND INDUSTRY —  
DIVISION OF INDUSTRIAL RELATIONS**

Agenda Item Write-up:

Pursuant to NRS 232.605, Subsection 2, the Advisory Council to the Division of Industrial Relations requests that the Board of Examiners designate the following debts as bad debts, as they have been determined to be uncollectible:

<b>Business and Industry, Division of Industrial Relations</b>	<b>\$14,993,683.33</b>
A. Occupational Safety and Health Administration Fines/Penalties	\$149,290.00
B. Uninsured Employer Claim Account	\$14,569,207.89
C. Worker's Compensation Administrative Fines and Premium Penalties	\$271,683.97
D. Mechanical Compliance	\$3,501.47

Additional Information:

The Advisory Council is authorized pursuant to NRS 232.605, Subsection 2, to submit such requests to the Board once debt has been determined to be impossible or impractical to collect.

Statutory Authority:

BOE approval required pursuant to NRS 232.605(2).

REVIEWED: *[Signature]*

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



STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
DIRECTOR'S OFFICE  
FISCAL SERVICES

**TO:** Michele Lynn, Governor's Finance Office Executive Branch Officer  
**FROM:** Budd Milazzo, Department of Business and Industry, Deputy Director *Budd Milazzo*  
**DATE:** January 24, 2022  
**RE:** Request for Designation of Bad Debt

---

Pursuant to NRS 232.605 (2), the Advisory Council to the Division of Industrial Relations requests that the Board of Examiners designate the following debts as bad debts as they have been determined to be uncollectible by both the Division of Industrial Relations and the Office of the State Controller.

The reported debt consists of:

Occupational Safety and Health Administration Fines/Penalties	\$149,290.00
Uninsured Employer Claim Account	\$14,569,207.89
Worker's Compensation Administrative Fines and Premium Penalties	\$271,683.97
Mechanical Compliance	\$3,501.47
<b>Total Recommended Write-Offs:</b>	<b>\$14,993,683.33</b>



# Administration

## MEMORANDUM

**DATE:** January 24, 2022

**TO:** Governor's Finance Office

**FROM:** Victoria Carreón, Administrator

**SUBJECT:** Technical Correction to Recommendation to Write-Off Bad Debts of the Division of Industrial Relations

The Division of Industrial Relations (DIR) Advisory Council met on January 5, 2022 and approved recommending write-off of \$15,002,763.76 in bad debt. Chairman Paul McKenzie signed a memo dated January 6, 2022, which provides a summary of the DIR Advisory Council's action.

Subsequent to the January 5<sup>th</sup> meeting, the Controller's Office notified the Department of Business and Industry Fiscal Services Unit that one the accounts in the Uninsured Employers' Claim Account had received a payment of \$9,080.43. This is a technical correction and does not need further action by the DIR Advisory Council.

A revised list of bad debts is presented below for approval by the Board of Examiners.

Mechanical Compliance	3,501.47
OSHA LV	50,440.00
OSHA RNO	98,850.00
Uninsured Employers' Claims Account	14,569,207.89
Workers' Compensation North (Admin)	12,205.54
Workers' Compensation North (Premium)	11,227.13
Workers' Compensation South (Admin)	105,915.21
Workers' Compensation South (Premium)	142,336.09
<b>Grand Total Recommended Write-offs:</b>	<b>14,993,683.33</b>

# Division of Industrial Relations

## Bad Debt Write-Off Recommendations

January 2022

Division of Industrial Relations	Sum of Write-Off Recommendation
Mechanical Compliance	3,501.47
OSHA LV	50,440.00
OSHA RNO	98,850.00
Uninsured Employers Claims Account	14,569,207.89
Workers' Compensation North (Admin)	12,205.54
Workers' Compensation North (Premium)	11,227.13
Workers' Compensation South (Admin)	105,915.21
Workers' Compensation South (Premium)	142,336.09
<b>Grand Total</b>	<b>14,993,683.33</b>

# Overview of Recommendations for Write-Off

Amount of Write-offs by DIR Section

DIR Section	Sum of Balance Due	Count
Mechanical Compliance	\$3,501.47	27
OSHA LV	\$50,440.00	15
OSHA RNO	\$98,850.00	15
Uninsured Employers Claims Account	\$14,569,207.89	198
Workers' Compensation North (Admin)	\$12,205.54	16
Workers' Compensation North (Premium)	\$11,227.13	10
Workers' Compensation South (Admin)	\$105,915.21	125
Workers' Compensation South (Premium)	\$142,336.09	98
<b>Grand Total</b>	<b>\$14,993,683.33</b>	<b>504</b>

Amount of Write-offs by DIR Section and Age

DIR Section	More than 72 Months		Grand Total
	No	Yes	
Mechanical Compliance	\$1,955.00	\$1,546.47	\$3,501.47
OSHA LV	\$12,100.00	\$38,340.00	\$50,440.00
OSHA RNO	\$87,950.00	\$10,900.00	\$98,850.00
Uninsured Employers Claims Account	\$1,658,271.06	\$12,910,936.83	\$14,569,207.89
Workers' Compensation North (Admin)	\$78.43	\$12,127.11	\$12,205.54
Workers' Compensation North (Premium)		\$11,227.13	\$11,227.13
Workers' Compensation South (Admin)		\$105,915.21	\$105,915.21
Workers' Compensation South (Premium)		\$142,336.09	\$142,336.09
<b>Grand Total</b>	<b>\$1,760,354.49</b>	<b>\$13,233,328.84</b>	<b>\$14,993,683.33</b>

Amount of Write-Offs by Status of Business License with Secretary of State

Secretary of State Status	Sum of Balance Due	Count
Administrative Hold	\$41,858.46	4
Cancelled	\$55,829.75	14
Default	\$200,398.75	12
Dissolved	\$1,512,885.22	59
Expired	\$554,914.78	38
No Record	\$4,984,267.43	112
Permanently Revoked	\$6,686,717.42	207
Revoked	\$341,664.52	38
Unable to determine	\$583,343.02	12
Withdrawn	\$31,803.98	8
<b>Grand Total</b>	<b>\$14,993,683.33</b>	<b>504</b>

Amount of Write-Offs by Status of License with State Contractor's Board

Contractor's Board Status	Sum of Balance Due	Count
Active	\$11,593.79	1
Cancelled not Renewed	\$24,645.71	19
Inactive/Voluntary Surrender	\$1,700.00	3
No Record	\$14,878,260.79	454
Revoked	\$77,483.04	27
<b>Grand Total</b>	<b>\$14,993,683.33</b>	<b>504</b>

#	DIR #	Business Entity/ Debtor22	Date of Initial Invoice	Number of Months Since Initial Invoice	More than 72 months	Type of Penalty	Amount Assessed	Amount Collected	Balance Due	Secretary of State	Contractor's Board	DIR Section
1	L52	1st Source Logistics, LLC	4/13/2006	188	Yes	Medical Claims	\$ 339,231.97	\$ -	\$ 339,231.97	Dissolved	No Record	Uninsured Employers Claims Account
2	L69	A-1 Custom Engines	5/23/2003	223	Yes	Medical Claims	\$ 118,934.10	\$ -	\$ 118,934.10	Permanently Revoked	No Record	Uninsured Employers Claims Account
3	L83	A-1 Hauling & Yard Clean-up	6/12/2008	162	Yes	Medical Claims	\$ 76,030.73	\$ -	\$ 76,030.73	Default	No Record	Uninsured Employers Claims Account
4	L101	ABB Nutrition LLC dba GNC	6/11/2009	150	Yes	Medical Claims	\$ 241.45	\$ -	\$ 241.45	Cancelled	No Record	Uninsured Employers Claims Account
5	L8	Able Industries, Inc.	2/22/2003	226	Yes	Medical Claims	\$ 553,555.61	\$ -	\$ 553,555.61	Dissolved	No Record	Uninsured Employers Claims Account
6	L31	ACL Investments, Inc	9/18/1998	279	Yes	Medical Claims	\$ 9,668.32	\$ -	\$ 9,668.32	Permanently Revoked	No Record	Uninsured Employers Claims Account
7	DIR1216	Advanced Logistics, Inc.	3/10/2011	129	Yes	Medical Claims	\$ 70,450.90	\$ -	\$ 70,450.90	Permanently Revoked	No Record	Uninsured Employers Claims Account
8	L98	Advantage Custom Builders, LLC	4/2/2009	153	Yes	Medical Claims	\$ 1,381.49	\$ -	\$ 1,381.49	Permanently Revoked	No Record	Uninsured Employers Claims Account
9	L93	Affirmative Security	2/19/2009	154	Yes	Medical Claims	\$ 7,595.72	\$ -	\$ 7,595.72	Dissolved	No Record	Uninsured Employers Claims Account
10	DIR977	Alberto Melendez Santos	3/24/2011	129	Yes	Medical Claims	\$ 1,280.43	\$ -	\$ 1,280.43	No Record	No Record	Uninsured Employers Claims Account
11	DIR949	Alejandra Flores Martinez dba Gold	10/28/2010	134	Yes	Medical Claims	\$ 4,912.43	\$ -	\$ 4,912.43	Permanently Revoked	No Record	Uninsured Employers Claims Account
12	DIR805	Alexander G. Rodriguez, Jr.	6/22/2006	186	Yes	Medical Claims	\$ 27,618.65	\$ -	\$ 27,618.65	No Record	No Record	Uninsured Employers Claims Account
13	DIR4150	All Out Commercial Steam Cleaning LLC	12/8/2016	60	No	Medical Claims	\$ 16,345.26	\$ -	\$ 16,345.26	Dissolved	No Record	Uninsured Employers Claims Account
14	L27	All Parts Auto	4/26/2001	248	Yes	Medical Claims	\$ 223,229.80	\$ -	\$ 223,229.80	No Record	No Record	Uninsured Employers Claims Account
15	L64	All Tune & Lube	6/6/2001	246	Yes	Medical Claims	\$ 65,786.93	\$ -	\$ 65,786.93	Revoked	No Record	Uninsured Employers Claims Account
16	DIR5458	American Expressway Inc.	2/16/2017	58	No	Medical Claims	\$ 119,918.44	\$ -	\$ 119,918.44	Revoked	No Record	Uninsured Employers Claims Account
17	DIR950	Attention 2 Detail Services, Inc.	5/19/2011	127	Yes	Medical Claims	\$ 3,883.98	\$ -	\$ 3,883.98	Permanently Revoked	No Record	Uninsured Employers Claims Account
18	L76	Benedict's Garden Bistro-Purviance	11/25/2004	205	Yes	Medical Claims	\$ 9,634.75	\$ -	\$ 9,634.75	No Record	No Record	Uninsured Employers Claims Account
19	L76-a	Benedict's Garden Bistro-Santia	6/9/2005	198	Yes	Medical Claims	\$ 1,803.32	\$ -	\$ 1,803.32	No Record	No Record	Uninsured Employers Claims Account
20	DIR2582	Bentley's Coffee, LLC	6/7/2012	114	Yes	Medical Claims	\$ 343.47	\$ -	\$ 343.47	Permanently Revoked	No Record	Uninsured Employers Claims Account
21	L1	Better Office Systems	11/24/2005	193	Yes	Medical Claims	\$ 154.85	\$ -	\$ 154.85	Permanently Revoked	No Record	Uninsured Employers Claims Account
22	L91	Bias Abarca dba Complete Roof Care	5/29/2008	163	Yes	Medical Claims	\$ 36,067.05	\$ -	\$ 36,067.05	No Record	No Record	Uninsured Employers Claims Account
23	L62	Boncore Enterprises, Inc.	9/9/2004	207	Yes	Medical Claims	\$ 270,103.49	\$ -	\$ 270,103.49	Permanently Revoked	No Record	Uninsured Employers Claims Account
24	DIR935	BrandSource-Las Vegas Valley, LLC	3/5/2009	154	Yes	Medical Claims	\$ 9,145.75	\$ -	\$ 9,145.75	Dissolved	No Record	Uninsured Employers Claims Account
25	DIR4140	Brett Knudsen dba Southwest Tree Co	5/11/2017	55	No	Medical Claims	\$ 4,170.03	\$ -	\$ 4,170.03	Permanently Revoked	No Record	Uninsured Employers Claims Account

#	DIR #	Business Entity/ Debtor22	Date of Initial Invoice	Number of Months Since Initial Invoice	More than 72 months	Type of Penalty	Amount Assessed	Amount Collected	Balance Due	Secretary of State	Contractor's Board	DIR Section
26	DIR4219	Brian Diehl dba	4/17/2014	92	Yes	Medical Claims	\$ 9,796.10	\$ -	\$ 9,796.10	Expired	No Record	Uninsured Employers Claims Account
27	L42	C & C Maintenance Services	7/20/2006	185	Yes	Medical Claims	\$ 65,177.52	\$ -	\$ 65,177.52	Default	No Record	Uninsured Employers Claims Account
28	DIR4146	Cantwell, Larry	11/2/2017	50	No	Medical Claims	\$ 35,192.27	\$ -	\$ 35,192.27	Unable to determine	No Record	Uninsured Employers Claims Account
29	DIR4456	Carrillo, Eulalia & Hector	1/1/2015	84	Yes	Medical Claims	\$ 150,620.22	\$ -	\$ 150,620.22	No Record	No Record	Uninsured Employers Claims Account
30	DIR5071	Carlos Urias dba CarZone	1/29/2015	83	Yes	Medical Claims	\$ 24,589.40	\$ -	\$ 24,589.40	Unable to determine	No Record	Uninsured Employers Claims Account
31	DIR3333	Carriage House Timeshare	11/30/2017	49	No	Medical Claims	\$ 16,811.50	\$ -	\$ 16,811.50	Unable to determine	No Record	Uninsured Employers Claims Account
32	DIR4138	Classic Touch Mobile Heavy Equipment Re	11/23/2017	49	No	Medical Claims	\$ 42,660.86	\$ -	\$ 42,660.86	Permanently Revoked	No Record	Uninsured Employers Claims Account
33	DIR2583	Clean & Clean Inc	6/15/2006	186	Yes	Medical Claims	\$ 26,765.78	\$ -	\$ 26,765.78	Permanently Revoked	No Record	Uninsured Employers Claims Account
34	DIR4135	Club Nokia Bar	2/9/2017	58	No	Medical Claims	\$ 519.30	\$ -	\$ 519.30	No Record	No Record	Uninsured Employers Claims Account
35	DIR3581	Cobalt EDI LLC	2/26/2015	82	Yes	Medical Claims	\$ 64,104.47	\$ -	\$ 64,104.47	No Record	No Record	Uninsured Employers Claims Account
36	DIR5075	Concrete Craft	10/5/2017	51	No	Medical Claims	\$ 32,589.27	\$ -	\$ 32,589.27	Revoked	No Record	Uninsured Employers Claims Account
37	DIR5435	Convenient Auto Repairs Service	3/6/2014	93	Yes	Medical Claims	\$ 73,387.47	\$ -	\$ 73,387.47	Permanently Revoked	No Record	Uninsured Employers Claims Account
38	DIR3336	Copeland, William	1/25/2018	47	No	Medical Claims	\$ 909.92	\$ -	\$ 909.92	No Record	No Record	Uninsured Employers Claims Account
39	DIR5434	Coyle, Steven	3/22/2007	177	Yes	Medical Claims	\$ 313,515.72	\$ -	\$ 313,515.72	No Record	No Record	Uninsured Employers Claims Account
40	DIR618	Craftsman Painting	5/28/2009	151	Yes	Medical Claims	\$ 174,961.14	\$ -	\$ 174,961.14	Permanently Revoked	No Record	Uninsured Employers Claims Account
41	DIR3339	D & S Transport, LLC	12/7/2017	48	No	Medical Claims	\$ 24,388.05	\$ -	\$ 24,388.05	Permanently Revoked	No Record	Uninsured Employers Claims Account
42	L71	Dave & Mardi Montgomery dba	11/28/2002	229	Yes	Medical Claims	\$ 272,326.14	\$ -	\$ 272,326.14	No Record	No Record	Uninsured Employers Claims Account
43	L9	Dennis & Dawn Johnson	7/19/2007	173	Yes	Medical Claims	\$ 32,844.98	\$ -	\$ 32,844.98	Permanently Revoked	No Record	Uninsured Employers Claims Account
44	DIR2608	Depressurized Technologies-Cellio	1/16/2002	239	Yes	Medical Claims	\$ 313,703.76	\$ -	\$ 313,703.76	Permanently Revoked	No Record	Uninsured Employers Claims Account
45	DIR2611	Depressurized Technologies-Elias	1/16/2002	239	Yes	Medical Claims	\$ 466,150.29	\$ -	\$ 466,150.29	Permanently Revoked	No Record	Uninsured Employers Claims Account
46	DIR2612	Depressurized Technologies-Gonzales	12/19/2001	240	Yes	Medical Claims	\$ 731,610.29	\$ -	\$ 731,610.29	Permanently Revoked	No Record	Uninsured Employers Claims Account
47	DIR2609	Depressurized Technologies-Gonzalez	2/27/2002	238	Yes	Medical Claims	\$ 478,998.91	\$ -	\$ 478,998.91	Permanently Revoked	No Record	Uninsured Employers Claims Account
48	DIR2610	Depressurized Technologies-Lopez	2/14/2002	238	Yes	Medical Claims	\$ 1,242,010.19	\$ -	\$ 1,242,010.19	Permanently Revoked	No Record	Uninsured Employers Claims Account
49	L89	Dhaka Convenience Store	8/25/2005	196	Yes	Medical Claims	\$ 9,803.92	\$ -	\$ 9,803.92	No Record	No Record	Uninsured Employers Claims Account
50	DIR3337	Dietz Construction	11/9/2017	49	No	Medical Claims	\$ 227,955.94	\$ -	\$ 227,955.94	No Record	No Record	Uninsured Employers Claims Account

#	DIR #	Business Entity/ Debtor22	Date of Initial Invoice	Number of Months Since Initial Invoice	More than 72 months	Type of Penalty	Amount Assessed	Amount Collected	Balance Due	Secretary of State	Contractor's Board	DIR Section
51	DIR2584	DKRM Commercial Builders, Inc.	12/8/2011	120	Yes	Medical Claims	\$ 75,183.96	\$ -	\$ 75,183.96	Permanently Revoked	No Record	Uninsured Employers Claims Account
52	L23	Dominic's	10/8/2000	254	Yes	Medical Claims	\$ 146,461.53	\$ -	\$ 146,461.53	Permanently Revoked	No Record	Uninsured Employers Claims Account
53	L61	Don Hetrick	11/27/2003	217	Yes	Medical Claims	\$ 18,232.24	\$ -	\$ 18,232.24	No Record	No Record	Uninsured Employers Claims Account
54	DIR4161	Donald Freeze dba	4/29/2010	140	Yes	Medical Claims	\$ 102,062.06	\$ -	\$ 102,062.06	No Record	No Record	Uninsured Employers Claims Account
55	L13	Dorothy Siler dba Cabinetry by Design	8/24/2006	184	Yes	Medical Claims	\$ 106,021.48	\$ -	\$ 106,021.48	No Record	No Record	Uninsured Employers Claims Account
56	DIR1044	Durango Quality Homes, Inc.	5/24/2007	175	Yes	Medical Claims	\$ 22,081.84	\$ -	\$ 22,081.84	Permanently Revoked	No Record	Uninsured Employers Claims Account
57	DIR4297	Eisahco, Inc	6/7/2018	42	No	Medical Claims	\$ 16,778.64	\$ -	\$ 16,778.64	Dissolved	No Record	Uninsured Employers Claims Account
58	L88	EKAROS, Inc. dba The Flying Eagle	11/6/2008	157	Yes	Medical Claims	\$ 1,334.44	\$ -	\$ 1,334.44	Permanently Revoked	No Record	Uninsured Employers Claims Account
59	DIR978	El Shaddai's Inc., jointly and severally	1/18/2007	179	Yes	Medical Claims	\$ 4,449.54	\$ -	\$ 4,449.54	Dissolved	No Record	Uninsured Employers Claims Account
60	L5	Elegant Tile & Marble	12/28/2006	180	Yes	Medical Claims	\$ 153,873.75	\$ -	\$ 148,982.40	Permanently Revoked	No Record	Uninsured Employers Claims Account
61	DIR3340	Emerson, Gordon	11/16/2017	49	No	Medical Claims	\$ 366,295.07	\$ -	\$ 366,295.07	Unable to determine	No Record	Uninsured Employers Claims Account
62	L97	Enprotec Corporation	6/21/2007	174	Yes	Medical Claims	\$ 3,406.40	\$ -	\$ 3,406.40	Permanently Revoked	No Record	Uninsured Employers Claims Account
63	DIR2592	Erik Anderson	4/26/2012	116	Yes	Medical Claims	\$ 5,798.06	\$ -	\$ 5,798.06	No Record	No Record	Uninsured Employers Claims Account
64	L90	Erislandis Blanco Porte and/or Gan Tran	4/19/2007	176	Yes	Medical Claims	\$ 64,872.01	\$ -	\$ 64,872.01	Expired	No Record	Uninsured Employers Claims Account
65	DIR782	Exotic Flooring Design, Inc., a NV Corp	6/8/2006	186	Yes	Medical Claims	\$ 37,327.74	\$ -	\$ 37,327.74	Permanently Revoked	No Record	Uninsured Employers Claims Account
66	DIR5462	Fantastic Nails	1/4/2018	48	No	Medical Claims	\$ 4,689.88	\$ -	\$ 4,689.88	Permanently Revoked	No Record	Uninsured Employers Claims Account
67	L19	Fife Enterprises Inc	3/6/2008	165	Yes	Medical Claims	\$ 6,665.77	\$ -	\$ 6,665.77	Permanently Revoked	No Record	Uninsured Employers Claims Account
68	DIR5567	Fisher Klosterman	3/27/2008	165	Yes	Medical Claims	\$ 440,209.65	\$ -	\$ 440,209.65	No Record	No Record	Uninsured Employers Claims Account
69	DIR3227	Flawlace LLC	5/30/2013	103	Yes	Medical Claims	\$ 6,649.77	\$ -	\$ 6,649.77	Dissolved	No Record	Uninsured Employers Claims Account
70	DIR619	Franz Faller & Kari Faller	8/17/2007	172	Yes	Medical Claims	\$ 63,919.61	\$ -	\$ 63,919.61	Permanently Revoked	No Record	Uninsured Employers Claims Account
71	L33	Freddie's Bar	2/18/2001	250	Yes	Medical Claims	\$ 54,421.22	\$ -	\$ 54,421.22	No Record	No Record	Uninsured Employers Claims Account
72	DIR2973	Furniture Royal Inc	4/11/2011	128	Yes	Medical Claims	\$ 48,128.43	\$ -	\$ 48,128.43	Default	No Record	Uninsured Employers Claims Account
73	L92	Garden Fresh Produce	12/10/2003	216	Yes	Medical Claims	\$ 95,431.60	\$ -	\$ 95,431.60	Permanently Revoked	No Record	Uninsured Employers Claims Account
74	L74	Gateway Commercial/Gateway Construction	11/13/2003	217	Yes	Medical Claims	\$ 213,376.31	\$ -	\$ 213,376.31	No Record	No Record	Uninsured Employers Claims Account
75	DIR5461	George Soetje; Jeremme McGilvray	8/2/2012	113	Yes	Medical Claims	\$ 144.08	\$ -	\$ 144.08	No Record	No Record	Uninsured Employers Claims Account

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76	DIR4196	Gerardo M. Rosales	5/25/2017	55	No	Medical Claims	\$ 61.02	\$ -	\$ 61.02	Expired	No Record	Uninsured Employers Claims Account
77	DIR3522	Gino Long	3/13/2014	93	Yes	Medical Claims	\$ 21,587.90	\$ -	\$ 21,587.90	Expired	No Record	Uninsured Employers Claims Account
78	DIR740	Global Business Funding Inc	4/8/2010	140	Yes	Medical Claims	\$ 47,973.77	\$ -	\$ 47,973.77	Permanently Revoked	No Record	Uninsured Employers Claims Account
79	DIR2874	Good, Inc.	2/7/2013	106	Yes	Medical Claims	\$ 1,584.74	\$ -	\$ 1,584.74	Dissolved	No Record	Uninsured Employers Claims Account
80	L16	Gordon Christensen	6/18/2003	222	Yes	Medical Claims	\$ 44,893.37	\$ -	\$ 44,893.37	Permanently Revoked	No Record	Uninsured Employers Claims Account
81	L3	Greater Auto Sales, Inc.	6/18/2009	150	Yes	Medical Claims	\$ 15,917.28	\$ -	\$ 15,917.28	Permanently Revoked	No Record	Uninsured Employers Claims Account
82	L28	Hair Design Studio	4/25/1999	272	Yes	Medical Claims	\$ 17,583.08	\$ -	\$ 17,583.08	No Record	No Record	Uninsured Employers Claims Account
83	L81	Hanger Cleaners	7/19/2003	221	Yes	Medical Claims	\$ 4,785.86	\$ -	\$ 4,785.86	No Record	No Record	Uninsured Employers Claims Account
84	L11	Harry Carey	5/31/2007	175	Yes	Medical Claims	\$ 24,728.48	\$ -	\$ 24,728.48	No Record	No Record	Uninsured Employers Claims Account
85	L4	Henryk Sienkiewicz	7/13/2006	185	Yes	Medical Claims	\$ 100,590.07	\$ -	\$ 100,590.07	Expired	No Record	Uninsured Employers Claims Account
86	L21	High Sierra Stables	11/8/1998	277	Yes	Medical Claims	\$ 3,000.00	\$ -	\$ 3,000.00	No Record	No Record	Uninsured Employers Claims Account
87	DIR811	Horizon Sand Products	8/18/2005	196	Yes	Medical Claims	\$ 33,799.26	\$ -	\$ 33,799.26	Permanently Revoked	No Record	Uninsured Employers Claims Account
88	L108	Hospitality Ventures-Carson City	9/24/2009	147	Yes	Medical Claims	\$ 461.77	\$ -	\$ 461.77	Permanently Revoked	No Record	Uninsured Employers Claims Account
89	L47	HR Serve	10/7/2001	242	Yes	Medical Claims	\$ 129,194.81	\$ -	\$ 129,194.81	No Record	No Record	Uninsured Employers Claims Account
90	L35	Hughes, Terry	9/14/1996	303	Yes	Medical Claims	\$ 21,189.78	\$ -	\$ 21,189.78	No Record	No Record	Uninsured Employers Claims Account
91	DIR980	IBOLV LLC	7/14/2011	125	Yes	Medical Claims	\$ 25,150.35	\$ -	\$ 25,150.35	Permanently Revoked	No Record	Uninsured Employers Claims Account
92	DIR5425	Indian Curry House, LLC	9/28/2017	51	No	Medical Claims	\$ 12.55	\$ -	\$ 12.55	Revoked	No Record	Uninsured Employers Claims Account
93	DIR5426	Infinity Massage and Spa	1/4/2018	48	No	Medical Claims	\$ 12.26	\$ -	\$ 12.26	Unable to determine	No Record	Uninsured Employers Claims Account
94	L72	Invisible Fencing of the Sierra	11/10/2005	193	Yes	Medical Claims	\$ 371.00	\$ -	\$ 371.00	No Record	No Record	Uninsured Employers Claims Account
95	DIR581	J&K Distributors Inc	6/11/2009	150	Yes	Medical Claims	\$ 11,451.29	\$ -	\$ 11,451.29	Permanently Revoked	No Record	Uninsured Employers Claims Account
96	DIR3345	Jackson, Bob	11/30/2017	49	No	Medical Claims	\$ 14,741.46	\$ -	\$ 14,741.46	No Record	No Record	Uninsured Employers Claims Account
97	L6	JIT Trucking Inc	10/19/2006	182	Yes	Medical Claims	\$ 28,372.75	\$ -	\$ 28,372.75	No Record	No Record	Uninsured Employers Claims Account
98	L53	Joaquin Valdivieso Gamez	7/5/2007	174	Yes	Medical Claims	\$ 53,860.68	\$ -	\$ 53,860.68	No Record	No Record	Uninsured Employers Claims Account
99	DIR804	Joe's Electronics	6/9/2005	198	Yes	Medical Claims	\$ 40,794.62	\$ -	\$ 40,794.62	Permanently Revoked	No Record	Uninsured Employers Claims Account
100	DIR595	John McDonald	7/24/2009	149	Yes	Medical Claims	\$ 51,063.63	\$ -	\$ 51,063.63	Unable to determine	No Record	Uninsured Employers Claims Account

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101	DIR4062	Journey Community Health	12/4/2014	85	Yes	Medical Claims	\$ 9.18	\$ -	\$ 9.18	Revoked	No Record	Uninsured Employers Claims Account
102	DIR4159	Jude 22	8/24/2006	184	Yes	Medical Claims	\$ 43,731.23	\$ -	\$ 43,731.23	Revoked	No Record	Uninsured Employers Claims Account
103	L38	King Home Health Care	7/14/2001	245	Yes	Medical Claims	\$ 229,896.90	\$ -	\$ 229,896.90	No Record	No Record	Uninsured Employers Claims Account
104	DIR2591	King Taco Express Inc., Inc.	6/21/2012	114	Yes	Medical Claims	\$ 863.22	\$ -	\$ 863.22	No Record	No Record	Uninsured Employers Claims Account
105	DIR2590	King Taco Express Inc., Inc./Emmanuel	9/23/2010	135	Yes	Medical Claims	\$ 495.05	\$ -	\$ 495.05	Permanently Revoked	No Record	Uninsured Employers Claims Account
106	DIR812	La Chasse Construction	3/15/2007	177	Yes	Medical Claims	\$ 4,537.24	\$ -	\$ 4,537.24	No Record	No Record	Uninsured Employers Claims Account
107	DIR2153	La Manzanilla	12/12/2008	156	Yes	Medical Claims	\$ 10,956.52	\$ -	\$ 10,956.52	Permanently Revoked	No Record	Uninsured Employers Claims Account
108	DIR4179	La Selva LLC	3/1/2018	46	No	Medical Claims	\$ 9,489.28	\$ -	\$ 9,489.28	Dissolved	No Record	Uninsured Employers Claims Account
109	L14	Laine Photolabs Inc	2/17/2008	166	Yes	Medical Claims	\$ 63,603.16	\$ -	\$ 63,603.16	Dissolved	No Record	Uninsured Employers Claims Account
110	L56	Land Ho Inc-Keeble	5/26/2005	199	Yes	Medical Claims	\$ 1,764.83	\$ -	\$ 1,764.83	Unable to determine	No Record	Uninsured Employers Claims Account
111	L57	Land Ho Inc-Varnum	4/14/2005	200	Yes	Medical Claims	\$ 84,551.08	\$ -	\$ 84,551.08	Unable to determine	No Record	Uninsured Employers Claims Account
112	DIR617	Las Vegas Professional Football	8/17/2007	172	Yes	Medical Claims	\$ 43,714.78	\$ -	\$ 43,714.78	Cancelled	No Record	Uninsured Employers Claims Account
113	DIR2618	Las Vegas Tow LLC	7/11/2013	101	Yes	Medical Claims	\$ 4,769.61	\$ -	\$ 4,769.61	Permanently Revoked	No Record	Uninsured Employers Claims Account
114	DIR2677	Lasike 10 LLC	11/17/2005	193	Yes	Medical Claims	\$ 91,230.74	\$ -	\$ 91,230.74	Permanently Revoked	No Record	Uninsured Employers Claims Account
115	DIR934	Levinson Esq, Barry	8/9/2003	220	Yes	Medical Claims	\$ 268,018.85	\$ -	\$ 268,018.85	Permanently Revoked	No Record	Uninsured Employers Claims Account
116	DIR5427	LT Eventions, Inc.	11/7/2013	97	Yes	Medical Claims	\$ 6,916.34	\$ -	\$ 6,916.34	No Record	No Record	Uninsured Employers Claims Account
117	DIR5219	M&M Axle & Tire	8/14/2014	88	Yes	Medical Claims	\$ 198,822.21	\$ -	\$ 198,822.21	No Record	No Record	Uninsured Employers Claims Account
118	DIR3580	M&M Cleaning & Paleta	7/2/2015	78	Yes	Medical Claims	\$ 10,362.94	\$ -	\$ 10,362.94	No Record	No Record	Uninsured Employers Claims Account
119	DIR3171	Mahendra Anganu	2/19/2015	82	Yes	Medical Claims	\$ 2,154.86	\$ -	\$ 2,154.86	No Record	No Record	Uninsured Employers Claims Account
120	DIR5463	Mann Law Firm	3/2/2012	118	Yes	Medical Claims	\$ 321.30	\$ -	\$ 321.30	Permanently Revoked	No Record	Uninsured Employers Claims Account
121	L96	Marco's Muffler & Radiator Shop	4/9/2009	152	Yes	Medical Claims	\$ 2,607.66	\$ -	\$ 2,607.66	Expired	No Record	Uninsured Employers Claims Account
122	DIR5464	Mechanics of Fitness dba Vegas Cheer	4/11/2013	104	Yes	Medical Claims	\$ 8.06	\$ -	\$ 8.06	Unable to determine	No Record	Uninsured Employers Claims Account
123	DIR4315	MFT LLC	9/27/2018	39	No	Medical Claims	\$ 2,966.74	\$ -	\$ 2,966.74	Unable to determine	No Record	Uninsured Employers Claims Account
124	DIR4141	Nelson Auto Works	12/14/2017	48	No	Medical Claims	\$ 3,436.41	\$ -	\$ 3,436.41	Permanently Revoked	No Record	Uninsured Employers Claims Account
125	DIR5429	Nevada Mobile Concrete Mix, Inc	11/4/2005	194	Yes	Medical Claims	\$ 35,838.13	\$ -	\$ 35,838.13	Permanently Revoked	No Record	Uninsured Employers Claims Account

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126	600013	Nevada Tops Inc	10/5/2006	183	Yes	Medical Claims	\$ 23,274.48	\$ -	\$ 23,274.48	Permanently Revoked	No Record	Uninsured Employers Claims Account
127	DIR1215	Nevadanix, Inc	11/26/2009	145	Yes	Medical Claims	\$ 44,722.73	\$ -	\$ 44,722.73	Permanently Revoked	No Record	Uninsured Employers Claims Account
128	DIR753	New Vision Electric Inc-Hinchcliffe	11/19/2009	145	Yes	Medical Claims	\$ 829.74	\$ -	\$ 829.74	Permanently Revoked	Revoked	Uninsured Employers Claims Account
129	DIR753-a	New Vision Electric Inc-Hinchcliffe2	2/25/2010	142	Yes	Medical Claims	\$ 916.21	\$ -	\$ 916.21	Permanently Revoked	Revoked	Uninsured Employers Claims Account
130	L12	North Valley Auto Sales, Inc.	6/21/2007	174	Yes	Medical Claims	\$ 10,296.95	\$ -	\$ 10,296.95	Administrative Hold	No Record	Uninsured Employers Claims Account
131	DIR667	Nouveau Imaging, Inc;	3/18/2010	141	Yes	Medical Claims	\$ 120,544.28	\$ -	\$ 120,544.28	Permanently Revoked	No Record	Uninsured Employers Claims Account
132	DIR5465	Nuco Fitness USA Inc	4/4/2013	105	Yes	Medical Claims	\$ 8.06	\$ -	\$ 8.06	No Record	No Record	Uninsured Employers Claims Account
133	DIR4220	Off the Wall Metal Fabricators LLC	8/25/2016	64	No	Medical Claims	\$ 1,527.76	\$ -	\$ 1,527.76	Permanently Revoked	No Record	Uninsured Employers Claims Account
134	L79	Oil Filtration Services, Inc.	5/18/2006	187	Yes	Medical Claims	\$ 12,740.98	\$ -	\$ 12,740.98	Permanently Revoked	No Record	Uninsured Employers Claims Account
135	DIR5568	On & Offshore Quality Control	5/30/2013	103	Yes	Medical Claims	\$ 289.90	\$ -	\$ 289.90	Cancelled	No Record	Uninsured Employers Claims Account
136	DIR2676	Optimum Equipment Group, LLC	9/26/2013	99	Yes	Medical Claims	\$ 4,226.87	\$ -	\$ 4,226.87	Permanently Revoked	No Record	Uninsured Employers Claims Account
137	DIR3349	Orcon, Inc	11/30/2017	49	No	Medical Claims	\$ 12,376.00	\$ -	\$ 12,376.00	Permanently Revoked	No Record	Uninsured Employers Claims Account
138	DIR5460	Palavanchi, R./Evarts, E	9/30/2001	243	Yes	Medical Claims	\$ 599,068.59	\$ -	\$ 599,068.59	No Record	No Record	Uninsured Employers Claims Account
139	L54	Park Renovations	5/26/2005	199	Yes	Medical Claims	\$ 26,740.84	\$ -	\$ 26,740.84	No Record	No Record	Uninsured Employers Claims Account
140	DIR4139	Party Palace, LLC	11/30/2017	49	No	Medical Claims	\$ 814.83	\$ -	\$ 814.83	Permanently Revoked	No Record	Uninsured Employers Claims Account
141	L78	PBS Construction & Landscaping	6/8/2006	186	Yes	Medical Claims	\$ 4,922.04	\$ -	\$ 4,922.04	No Record	No Record	Uninsured Employers Claims Account
142	L51	Pepe's Tavern	2/10/2005	202	Yes	Medical Claims	\$ 95,667.62	\$ -	\$ 95,667.62	No Record	No Record	Uninsured Employers Claims Account
143	L63	Peridime Investment Corp.	4/14/2005	200	Yes	Medical Claims	\$ 127,973.21	\$ -	\$ 127,973.21	Permanently Revoked	No Record	Uninsured Employers Claims Account
144	L30	Peter Nevin, aka Perot Nevin III,	9/14/1996	303	Yes	Medical Claims	\$ 11,340.81	\$ -	\$ 11,340.81	No Record	No Record	Uninsured Employers Claims Account
145	L18	Plan-It-Wood	6/14/2007	174	Yes	Medical Claims	\$ 56,683.27	\$ -	\$ 56,683.27	No Record	No Record	Uninsured Employers Claims Account
146	DIR741	Plaza Ceramic Tile of Nevada Inc	8/6/2009	148	Yes	Medical Claims	\$ 55,035.45	\$ -	\$ 55,035.45	Permanently Revoked	No Record	Uninsured Employers Claims Account
147	DIR4137	Powerlink Transporters LLC	9/28/2017	51	No	Medical Claims	\$ 72,603.22	\$ -	\$ 72,603.22	Dissolved	No Record	Uninsured Employers Claims Account
148	DIR1158	Prim Health Services, a Nevada Corp.,	7/7/2011	125	Yes	Medical Claims	\$ 8,243.64	\$ -	\$ 8,243.64	Permanently Revoked	No Record	Uninsured Employers Claims Account
149	L24	Professional Services	8/15/1996	304	Yes	Medical Claims	\$ 201,282.52	\$ -	\$ 201,282.52	Permanently Revoked	No Record	Uninsured Employers Claims Account
150	L99	Purple Zen, Inc., a California Corp.	9/4/2008	160	Yes	Medical Claims	\$ 32,801.19	\$ -	\$ 32,801.19	No Record	No Record	Uninsured Employers Claims Account

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151	DIR3354	R&B Service, LLC	2/10/2008	166	Yes	Medical Claims	\$ 37,624.85	\$ -	\$ 37,624.85	Permanently Revoked	No Record	Uninsured Employers Claims Account
152	L37	R&V Contractors, Inc	1/27/2000	263	Yes	Medical Claims	\$ 174,234.64	\$ -	\$ 174,234.64	Permanently Revoked	No Record	Uninsured Employers Claims Account
153	L82	Rathmann Construction	3/30/2006	189	Yes	Medical Claims	\$ 432.37	\$ -	\$ 432.37	No Record	No Record	Uninsured Employers Claims Account
154	DIR4178	Raul Time, Inc.	9/29/2016	63	No	Medical Claims	\$ 14,024.89	\$ 9,080.43	\$ 4,944.46	Default	No Record	Uninsured Employers Claims Account
155	DIR5459	Raymond Van De Vooren	9/13/2018	39	No	Medical Claims	\$ 10.35	\$ -	\$ 10.35	Expired	No Record	Uninsured Employers Claims Account
156	DIR758	Red Willow Research Inc	10/29/2009	146	Yes	Medical Claims	\$ 29,083.98	\$ -	\$ 29,083.98	Withdrawn	No Record	Uninsured Employers Claims Account
157	DIR2798	Results Landscape Services	4/24/2014	92	Yes	Medical Claims	\$ 3,163.81	\$ -	\$ 3,163.81	No Record	No Record	Uninsured Employers Claims Account
158	L20	Reynolds, Gary	11/30/2017	49	No	Medical Claims	\$ 43,019.75	\$ -	\$ 43,019.75	No Record	No Record	Uninsured Employers Claims Account
159	L86	Roberto's Taco Shop	1/25/2007	179	Yes	Medical Claims	\$ 4,830.77	\$ -	\$ 4,830.77	Expired	No Record	Uninsured Employers Claims Account
160	DIR979	Rua Restaurant Comida Mexicana	2/17/2011	130	Yes	Medical Claims	\$ 36,955.12	\$ -	\$ 36,955.12	No Record	No Record	Uninsured Employers Claims Account
161	DIR5431	S & R Auto Body	4/12/2012	116	Yes	Medical Claims	\$ 146,117.42	\$ -	\$ 146,117.42	No Record	No Record	Uninsured Employers Claims Account
162	DIR2607	S Hands Inc	2/2/2012	119	Yes	Medical Claims	\$ 3,466.52	\$ -	\$ 3,466.52	Permanently Revoked	No Record	Uninsured Employers Claims Account
163	DIR2606	Saenverg Stucco & Drywall LLC	8/30/2012	112	Yes	Medical Claims	\$ 21,706.83	\$ -	\$ 21,706.83	Dissolved	No Record	Uninsured Employers Claims Account
164	DIR4399	Safety Security LLC	11/15/2018	37	No	Medical Claims	\$ 1,705.58	\$ -	\$ 1,705.58	No Record	No Record	Uninsured Employers Claims Account
165	DIR5423	Sanchez, Juan M	11/2/2017	50	No	Medical Claims	\$ 9.75	\$ -	\$ 9.75	Unable to determine	No Record	Uninsured Employers Claims Account
166	DIR1214	Schubert, Mark	8/25/2011	124	Yes	Medical Claims	\$ 337.09	\$ -	\$ 337.09	No Record	No Record	Uninsured Employers Claims Account
167	DIR2714	Schweitzer Building & Remodeling	7/28/2007	173	Yes	Medical Claims	\$ 257,338.09	\$ -	\$ 257,338.09	Permanently Revoked	No Record	Uninsured Employers Claims Account
168	L80	Sedano Inc	12/18/2003	216	Yes	Medical Claims	\$ 5,814.86	\$ -	\$ 5,814.86	Permanently Revoked	No Record	Uninsured Employers Claims Account
169	DIR5073	Sergio's Pest Control	1/12/2017	59	No	Medical Claims	\$ 76.23	\$ -	\$ 76.23	No Record	No Record	Uninsured Employers Claims Account
170	L36	Shade Structures Inc	11/9/2000	253	Yes	Medical Claims	\$ 5,492.71	\$ -	\$ 5,492.71	Permanently Revoked	No Record	Uninsured Employers Claims Account
171	L77	Sign A Rama	9/23/2004	207	Yes	Medical Claims	\$ 11,593.79	\$ -	\$ 11,593.79	No Record	Active	Uninsured Employers Claims Account
172	DIR4316	Silver Design LLC	3/29/2018	45	No	Medical Claims	\$ 194.54	\$ -	\$ 194.54	Dissolved	No Record	Uninsured Employers Claims Account
173	L84	Silver State Metals Inc	11/13/2008	157	Yes	Medical Claims	\$ 656.29	\$ -	\$ 656.29	Permanently Revoked	No Record	Uninsured Employers Claims Account
174	DIR739	Socal Pump & Well Drilling Inc	4/22/2010	140	Yes	Medical Claims	\$ 7,880.41	\$ -	\$ 7,880.41	Permanently Revoked	No Record	Uninsured Employers Claims Account
175	L29	Solution West, LLC	10/7/2001	242	Yes	Medical Claims	\$ 28,740.76	\$ -	\$ 28,740.76	Dissolved	No Record	Uninsured Employers Claims Account

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176	DIR4145	Southwest Childcare Enterprises Inc	4/21/2016	68	No	Medical Claims	\$ 9,084.03	\$ -	\$ 9,084.03	Revoked	No Record	Uninsured Employers Claims Account
177	DIR5432	Sri Devi Enterprises L.L.C.	12/10/2009	144	Yes	Medical Claims	\$ 52,139.09	\$ -	\$ 52,139.09	Dissolved	No Record	Uninsured Employers Claims Account
178	DIR5433	SSE Inc. (SWAT 24)	6/13/2001	246	Yes	Medical Claims	\$ 142,996.37	\$ -	\$ 142,996.37	No Record	No Record	Uninsured Employers Claims Account
179	L106	St. Peter Enterprises LLC	6/18/2004	210	Yes	Medical Claims	\$ 99,166.43	\$ -	\$ 99,166.43	No Record	No Record	Uninsured Employers Claims Account
180	DIR3547	Starving Students Moving Co	3/3/2016	70	No	Medical Claims	\$ 1,345.14	\$ -	\$ 1,345.14	No Record	No Record	Uninsured Employers Claims Account
181	L73	The Floyd Group	4/22/2004	212	Yes	Medical Claims	\$ 30,851.27	\$ -	\$ 30,851.27	Administrative Hold	No Record	Uninsured Employers Claims Account
182	L17	The Granite Shop Inc	8/7/2008	160	Yes	Medical Claims	\$ 39,079.36	\$ -	\$ 39,079.36	Permanently Revoked	No Record	Uninsured Employers Claims Account
183	DIR4133	Tijuana Trolley Charters	11/23/2017	49	No	Medical Claims	\$ 2,030.94	\$ -	\$ 2,030.94	No Record	No Record	Uninsured Employers Claims Account
184	L55	Tip Top Tree Service	5/13/2004	211	Yes	Medical Claims	\$ 69,458.57	\$ -	\$ 69,458.57	No Record	No Record	Uninsured Employers Claims Account
185	L70	Tri State Petroleum Inc	12/18/2003	216	Yes	Medical Claims	\$ 5,255.11	\$ -	\$ 5,255.11	Revoked	No Record	Uninsured Employers Claims Account
186	L75	Twenty-Four Play Inc	8/17/2016	64	No	Medical Claims	\$ 264,035.81	\$ -	\$ 264,035.81	Dissolved	No Record	Uninsured Employers Claims Account
187	L40	United Linen Service & Dry Cleaners	4/21/2005	200	Yes	Medical Claims	\$ 9,027.83	\$ -	\$ 9,027.83	No Record	No Record	Uninsured Employers Claims Account
188	DIR1020	Valenzuela, Oscar	10/6/2011	122	Yes	Medical Claims	\$ 181,267.19	\$ -	\$ 181,267.19	No Record	No Record	Uninsured Employers Claims Account
189	DIR616	Vegas Grand Investment Inc	4/16/2009	152	Yes	Medical Claims	\$ 2,993.19	\$ -	\$ 2,993.19	Permanently Revoked	No Record	Uninsured Employers Claims Account
190	DIR4197	VRPA Inc	5/3/2018	44	No	Medical Claims	\$ 4,855.92	\$ -	\$ 4,855.92	Revoked	No Record	Uninsured Employers Claims Account
191	DIR4152	Warrior & Sons Inc	1/5/2017	60	No	Medical Claims	\$ 2,119.83	\$ -	\$ 2,119.83	Permanently Revoked	No Record	Uninsured Employers Claims Account
192	L46	Welter, Ronald	3/10/2000	261	Yes	Medical Claims	\$ 309,829.60	\$ -	\$ 309,829.60	No Record	No Record	Uninsured Employers Claims Account
193	DIR4064	Willet, Robert	1/26/2017	59	No	Medical Claims	\$ 282.98	\$ -	\$ 282.98	No Record	No Record	Uninsured Employers Claims Account
194	DIR5424	Wilson, George	5/4/2017	56	No	Medical Claims	\$ 282,226.36	\$ -	\$ 282,226.36	Expired	No Record	Uninsured Employers Claims Account
195	DIR5436	Windmill Enterprise LLC	9/1/2016	64	No	Medical Claims	\$ 1,222.59	\$ -	\$ 1,222.59	Permanently Revoked	No Record	Uninsured Employers Claims Account
196	L87	WS Services LLC	10/16/2008	158	Yes	Medical Claims	\$ 1,044.72	\$ -	\$ 1,044.72	Permanently Revoked	No Record	Uninsured Employers Claims Account
197	DIR4160	YJS Property LLC	9/8/2016	63	No	Medical Claims	\$ 13,840.84	\$ -	\$ 13,840.84	Dissolved	No Record	Uninsured Employers Claims Account
198	DIR5430	Zhang, Rong Guo	6/6/2013	102	Yes	Medical Claims	\$ 24,638.40	\$ -	\$ 24,638.40	No Record	No Record	Uninsured Employers Claims Account
199	DIR1032	Precision Seamless Gutters, Inc.	11/17/2011	121	Yes	Administrative Fine	\$ 1,000.00	\$ 768.83	\$ 217.41	No Record	No Record	Workers' Compensation North (Admin)
200	DIR1032	Precision Seamless Gutters, Inc.	11/17/2011	121	Yes	Administrative Fine	\$ 1,000.00	\$ 768.83	\$ 13.76	No Record	No Record	Workers' Compensation North (Admin)

#	DIR #	Business Entity/ Debtor22	Date of Initial Invoice	Number of Months Since Initial Invoice	More than 72 months	Type of Penalty	Amount Assessed	Amount Collected	Balance Due	Secretary of State	Contractor's Board	DIR Section
201	DIR1050	Lawrence W Rosine Co, Inc	4/20/2012	116	Yes	Administrative Fine	\$ 600.00		\$ 600.00	Dissolved	Inactive/Voluntary Surrender	OSHA LV
202	DIR1050	Lawrence W Rosine Co, Inc	4/20/2012	116	Yes	Administrative Fine	\$ 600.00		\$ 600.00	Dissolved	Inactive/Voluntary Surrender	OSHA LV
203	DIR1115	James Earl Bratton and Emmicah Jackson Bratton dba Nevada	5/16/2012	115	Yes	Administrative Fine	\$ 3,000.00		\$ 3,000.00	No Record	No Record	OSHA RNO
204	DIR1115	James Earl Bratton and Emmicah Jackson Bratton dba Nevada	5/16/2012	115	Yes	Administrative Fine	\$ 200.00		\$ 200.00	No Record	No Record	OSHA RNO
205	DIR1179	Faber Bros Co, Inc	7/30/2012	113	Yes	Administrative Fine	\$ 3,060.00		\$ 3,060.00	Dissolved	Revoked	OSHA LV
206	DIR1179	Faber Bros Co, Inc	7/30/2012	113	Yes	Administrative Fine	\$ 1,530.00		\$ 1,530.00	Dissolved	Revoked	OSHA LV
207	DIR1184	Rex Sorensen dba TRC Construction	8/10/2012	112	Yes	Administrative Fine	\$ 7,700.00		\$ 7,700.00	Permanently Revoked	No Record	OSHA RNO
208	DIR1314	CNS RESTORATION INC	1/29/2010	143	Yes	PREMIUM PENALTY	\$ 1,739.52		\$ 1,739.52	Permanently Revoked	No Record	Workers' Compensation South (Premium)
209	DIR1458	Gino Anthony Logn dba Southwest Roofing	10/8/2012	110	Yes	Administrative Fine	\$ 12,600.00		\$ 12,600.00	Permanently Revoked	Revoked	OSHA LV
210	DIR1458	Gino Anthony Long dba Southwest Roofing	10/8/2012	110	Yes	Administrative Fine	\$ 2,400.00		\$ 2,400.00	Permanently Revoked	Revoked	OSHA LV
211	DIR1537	JORGE MELENDEZ DBA ALPINE FIXTURES & SHEET METAL	5/27/2011	127	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
212	DIR1537	JORGE MELENDEZ DBA ALPINE FIXTURES & SHEET METAL	5/27/2011	127	Yes	PREMIUM PENALTY	\$ 400.88		\$ 400.88	Permanently Revoked	No Record	Workers' Compensation South (Premium)
213	DIR1551	FERNANDO & MARIBEL CONSTANTINO DBA SUN LAND	9/1/2010	136	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
214	DIR1551	FERNANDO & MARIBEL CONSTANTINO DBA SUN LAND	9/1/2010	136	Yes	PREMIUM PENALTY	\$ 109.63		\$ 109.63	Permanently Revoked	No Record	Workers' Compensation South (Premium)
215	DIR1552	PRIMARY NURSING REGISTRY INC	7/16/2010	137	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
216	DIR1554	CREATIVE CONSTRUCTION & CARPENTRY LLC	3/30/2012	117	Yes	ADMINISTRATIVE FINE	\$ 7,500.00		\$ 7,500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
217	DIR1554	CREATIVE CONSTRUCTION & CARPENTRY LLC	3/30/2012	117	Yes	PREMIUM PENALTY	\$ 17,734.28		\$ 17,734.28	Permanently Revoked	Revoked	Workers' Compensation South (Premium)
218	DIR1556	Shonna McKnight Rodgers dba Granny's Kitchen	10/15/2012	110	Yes	Administrative Fine	\$ 2,975.00		\$ 2,975.00	Revoked	No Record	OSHA LV
219	DIR1557	CALEDONIAN SECURITY SOLUTIONS INC	7/16/2010	137	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Cancelled not Renewed	Workers' Compensation South (Admin)
220	DIR1557	CALEDONIAN SECURITY SOLUTIONS INC	7/16/2010	137	Yes	PREMIUM PENALTY	\$ 827.26		\$ 827.26	Permanently Revoked	Cancelled not Renewed	Workers' Compensation South (Premium)
221	DIR1560	COLUMBUS STEVE/PARADISE LAWN SERVICES LTD DBA ABSOLUTE	7/16/2010	137	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Cancelled not Renewed	Workers' Compensation South (Admin)
222	DIR1560	COLUMBUS STEVE/PARADISE LAWN SERVICES LTS DBA ABSOLUTE	7/16/2010	137	Yes	PREMIUM PENALTY	\$ 69.77		\$ 69.77	Permanently Revoked	Cancelled not Renewed	Workers' Compensation South (Premium)
223	DIR1561	ACY COLBAL INC (MI HYE SHIN) DBA MAPLE CLEANERS	7/16/2010	137	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	REVOKED	No Record	Workers' Compensation South (Admin)
224	DIR1561	ACY COLBAL INC (MI HYE SHIN) DBA MAPLE CLEANERS	7/16/2010	137	Yes	PREMIUM PENALTY	\$ 360.94		\$ 360.94	REVOKED	No Record	Workers' Compensation South (Premium)
225	DIR1562	MOONEY DRILLING LLC	8/27/2010	136	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	Cancelled not Renewed	Workers' Compensation South (Admin)

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226	DIR1562	MOONEY DRILLING LLC	8/27/2010	136	Yes	PREMIUM PENALTY	\$ 102.16		\$ 102.16	Dissolved	Cancelled not Renewed	Workers' Compensation South (Premium)
227	DIR1563	MEME LAS VEGAS LLC DBA ELEVEN SPAS VEGAS	2/18/2011	130	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
228	DIR1563	MEME LAS VEGAS LLC DBA ELEVEN SPAS VEGAS	2/18/2011	130	Yes	PREMIUM PENALTY	\$ 984.43		\$ 984.43	Permanently Revoked	No Record	Workers' Compensation South (Premium)
229	DIR1567	EMILY MANGO HIG WENZEL DDS LTD (DBA LAKE DENTAL)	6/8/2011	126	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Revoked	No Record	Workers' Compensation South (Admin)
230	DIR1568	SECOR PAINTING LLC	8/27/2010	136	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
231	DIR1568	SECOR PAINTING LLC	8/27/2010	136	Yes	PREMIUM PENALTY	\$ 468.45		\$ 468.45	Permanently Revoked	Revoked	Workers' Compensation South (Premium)
232	DIR1569	CMC MECHANICAL INC	9/1/2010	136	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
233	DIR1569	CMC MECHANICAL INC	9/1/2010	136	Yes	PREMIUM PENALTY	\$ 350.68		\$ 350.68	Permanently Revoked	No Record	Workers' Compensation South (Premium)
234	DIR1570	FRANCHISE INC BDA PRICE LANDSCAPING (PRICE LANDSCAPE	2/18/2011	130	Yes	PREMIUM PENALTY	\$ 2,222.93		\$ 2,222.93	Permanently Revoked	Cancelled not Renewed	Workers' Compensation South (Premium)
235	DIR1571	ONSITE MEDIA LLC	6/24/2011	126	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Revoked	No Record	Workers' Compensation South (Admin)
236	DIR1571	ONSITE MEDIA LLC	6/24/2011	126	Yes	PREMIUM PENALTY	\$ 150.03		\$ 150.03	Revoked	No Record	Workers' Compensation South (Premium)
237	DIR1573	MARNEE THAI I LLC DBA MARNEE THAI RESTAURANT (INC)	3/25/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
238	DIR1573	MARNEE THAI I LLC DBA MARNEE THAI RESTAURANT (INC)	3/25/2011	129	Yes	PREMIUM PENALTY	\$ 153.23		\$ 153.23	Permanently Revoked	No Record	Workers' Compensation South (Premium)
239	DIR1616	TOP TOURS USA, INC DBA TOP TOURS OF LAS VEGAS	5/18/2012	115	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
240	DIR1618	SON DAO DBA OASIS NAIL & SPA	2/24/2012	118	Yes	PREMIUM PENALTY	\$ 454.93		\$ 454.93	No Record	No Record	Workers' Compensation South (Premium)
241	DIR1619	KEITH PEARCE DBA PREMIER COLLISION CENTER (PREMIER AUTO	2/24/2012	118	Yes	ADMINISTRATIVE FINE	\$ 2,500.00		\$ 2,500.00	Revoked	No Record	Workers' Compensation South (Admin)
242	DIR1619	KEITH PEARCE DBA PREMIER COLLISION CENTER (PREMIER AUTO	2/24/2012	118	Yes	PREMIUM PENALTY	\$ 2,405.14		\$ 2,405.14	Revoked	No Record	Workers' Compensation South (Premium)
243	DIR1624	JAMES E VEGA / MARIA MUCCIO VEGA DBA ALLSTATE INSURANCE	3/23/2012	117	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Default	No Record	Workers' Compensation South (Admin)
244	DIR1624	JAMES E VEGA / MARIA MUCCIO VEGA DBA ALLSTATE INSURANCE	3/23/2012	117	Yes	PREMIUM PENALTY	\$ 46.87		\$ 46.87	Default	No Record	Workers' Compensation South (Premium)
245	DIR1626	CAART ENTERPRISES, INC.	3/9/2012	117	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
246	DIR1628	COFFEE PIAZANOS LLC GRAND CENTRAL PERK	2/18/2011	130	Yes	PREMIUM PENALTY	\$ 400.27		\$ 400.27	Permanently Revoked	No Record	Workers' Compensation South (Premium)
247	DIR1630	RICHARD NIETO DBA GENUINE QUALITY COATINGS	7/29/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
248	DIR1630	RICHARD NIETO DBA GENUINE QUALITY COATINGS	7/29/2011	125	Yes	PREMIUM PENALTY	\$ 119.52		\$ 119.52	Permanently Revoked	Revoked	Workers' Compensation South (Premium)
249	DIR1650	PREMIER MECHANICAL LLC	6/17/2011	126	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
250	DIR1650	PREMIER MECHANICAL LLC	6/17/2011	126	Yes	PREMIUM PENALTY	\$ 3,817.50		\$ 3,817.50	Permanently Revoked	Revoked	Workers' Compensation South (Premium)

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251	DIR1651	AMERICAN MONSTER HEATING & COOLING INC	6/24/2011	126	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
252	DIR1651	AMERICAN MONSTER HEATING & COOLING INC	6/24/2011	126	Yes	PREMIUM PENALTY	\$ 316.63		\$ 316.63	Permanently Revoked	Revoked	Workers' Compensation South (Premium)
253	DIR1652	RICHARD TODD HENDERSON DBA RED ROCK WELDING (06 CHAMP LLC)	8/5/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Revoked	Cancelled not Renewed	Workers' Compensation South (Admin)
254	DIR1653	NAGOYA RESTAURANT MGMT INC	8/5/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
255	DIR1654	LA PLUS GROCERY INC	8/12/2011	124	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
256	DIR1655	TROPICAL ANGELS II INC	9/30/2011	123	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	Cancelled not Renewed	Workers' Compensation South (Admin)
257	DIR1656	KOLOR CRATIONS USA LLC DBA ALLY RAT CUSTOMS	2/18/2011	130	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
258	DIR1657	COATS GREG & SANDRA (DBA KRYSTAL KLEAN CLEANING)	2/18/2011	130	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
259	DIR1658	LOGISTICS GROUP INC DBA MTS DRIVER RECRUITERS	3/18/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
260	DIR1659	IRVINGTON PROPERTIES LLC	3/18/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
261	DIR1661	ORTIZ JAVIER DBA ORTIZ ROOFING	4/5/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Default	Revoked	Workers' Compensation South (Admin)
262	DIR1662	FORCE FIVE LLC DBA TOP MODEL & TALENT DEVELOPMENT CENTER	1/19/2011	131	Yes	PREMIUM PENALTY	\$ 945.21		\$ 945.21	Permanently Revoked	No Record	Workers' Compensation South (Premium)
263	DIR1663	COMMUNITY OUTREACH MINISTRIES / THRIFT STORE	5/27/2011	127	Yes	PREMIUM PENALTY	\$ 271.07		\$ 271.07	Permanently Revoked	No Record	Workers' Compensation South (Premium)
264	DIR1664	MARK ALBERTI DBA THE TREE AMINGOS	5/27/2011	127	Yes	PREMIUM PENALTY	\$ 13,742.47		\$ 13,742.47	Expired	No Record	Workers' Compensation South (Premium)
265	DIR1665	FRANCISCO SOTO SANCHEZ DBA SOTOS CONSTRUCTION CLEAN UP	3/18/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
266	DIR1666	VEGAS AUTO CUSTOMS INC DBA VEGAS AUTO SALON	5/18/2011	127	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
267	DIR1666	VEGAS AUTO CUSTOMS INC DBA VEGAS AUTO SALON	5/18/2011	127	Yes	PREMIUM PENALTY	\$ 124.28		\$ 124.28	Permanently Revoked	No Record	Workers' Compensation South (Premium)
268	DIR1670	NEVADA MEMORIAL CREMATION OR BURIAL SOCIETY INC	8/5/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Revoked	No Record	Workers' Compensation South (Admin)
269	DIR1670	NEVADA MEMORIAL CREMATION OR BURIAL SOCIETY INC	8/5/2011	125	Yes	PREMIUM PENALTY	\$ 222.36		\$ 222.36	Permanently Revoked	No Record	Workers' Compensation South (Premium)
270	DIR1705	PEAM ENTERPRISES INC LLC (DBA JUST A GENTLE TOUCH)	3/31/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
271	DIR1705	PEAM ENTERPRISES INC LLC (DBA JUST A GENTLE TOUCH)	3/31/2011	129	Yes	PREMIUM PENALTY	\$ 79.50		\$ 79.50	Dissolved	No Record	Workers' Compensation South (Premium)
272	DIR1709	S & F WHARTON INC DBA SOUTH DURANGO CAR WASH	5/16/2011	127	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
273	DIR1709	S & F WHARTON INC DBA SOUTH DURANGO CAR WASH	5/16/2011	127	Yes	PREMIUM PENALTY	\$ 562.14		\$ 562.14	Permanently Revoked	No Record	Workers' Compensation South (Premium)
274	DIR1710	EMMA VEGA & JUANE MIRABEL DBA SWEET DELIGHTS BAKERY	3/9/2012	117	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
275	DIR1710	EMMA VEGA & JUANE MIRABEL DBA SWEET DELIGHTS BAKERY	3/9/2012	117	Yes	PREMIUM PENALTY	\$ 72.07		\$ 72.07	Permanently Revoked	No Record	Workers' Compensation South (Premium)

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276	DIR1711	LT EVENTS INC	4/25/2012	116	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
277	DIR1711	LT EVENTS INC	4/25/2012	116	Yes	PREMIUM PENALTY	\$ 2,457.16		\$ 2,457.16	Permanently Revoked	No Record	Workers' Compensation South (Premium)
278	DIR1713	WORLD OF CHARMS INC / WOC INC DBA WORLD OF CHARMS	4/13/2012	116	Yes	PREMIUM PENALTY	\$ 321.40		\$ 321.40	Permanently Revoked	No Record	Workers' Compensation South (Premium)
279	DIR1713	WORLD OF CHARMS INC / WOC INC DBA WORLD OF CHARMS	4/13/2012	116	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
280	DIR1721	SIN CITY MMA LLC DBA THROWDOWN TRAINING CENTER	3/9/2012	117	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
281	DIR1736	THE TOW TRUCK COMPANY INC	3/9/2012	117	Yes	PREMIUM PENALTY	\$ 1,945.03		\$ 1,945.03	Permanently Revoked	No Record	Workers' Compensation South (Premium)
282	DIR1738	GLOBAL DYNAMICS INC (PIZZA WORLD)	9/9/2011	123	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
283	DIR1738	GLOBAL DYNAMICS INC (PIZZA WORLD)	9/9/2011	123	Yes	PREMIUM PENALTY	\$ 55.73		\$ 55.73	Dissolved	No Record	Workers' Compensation South (Premium)
284	DIR1739	PEAM ENTERPRISES INC LLC (DBA JUST A GENTLE TOUCH)	10/14/2011	122	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
285	DIR1739	PEAM ENTERPRISES INC LLC (DBA JUST A GENTLE TOUCH)	10/14/2011	122	Yes	PREMIUM PENALTY	\$ 76.40		\$ 76.40	Dissolved	No Record	Workers' Compensation South (Premium)
286	DIR1740	VINH T NGUYEN DBA MODERN NAILS	10/21/2011	122	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	No Record	Workers' Compensation South (Admin)
287	DIR1740	VINH T NGUYEN DBA MODERN NAILS	10/21/2011	122	Yes	PREMIUM PENALTY	\$ 69.64		\$ 69.64	Expired	No Record	Workers' Compensation South (Premium)
288	DIR1741	INNOVATIVE MARKETING SOLUTIONS GROUP	10/21/2011	122	Yes	PREMIUM PENALTY	\$ 1,855.17		\$ 1,855.17	Permanently Revoked	No Record	Workers' Compensation South (Premium)
289	DIR1745	MARIO CHICAS DBA EL GUANACO RESTAURANT / PUPUSERIA EL	7/8/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Cancelled	No Record	Workers' Compensation South (Admin)
290	DIR1745	MARIO CHICAS DBA EL GUANACO RESTAURANT / PUPUSERIA EL	7/8/2011	125	Yes	PREMIUM PENALTY	\$ 294.19		\$ 294.19	Cancelled	No Record	Workers' Compensation South (Premium)
291	DIR1747	SCHAUF COOLING TOWER REPAIR CO INC	7/8/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Cancelled not Renewed	Workers' Compensation South (Admin)
292	DIR1747	SCHAUF COOLING TOWER REPAIR CO INC	7/8/2011	125	Yes	PREMIUM PENALTY	\$ 77.29		\$ 77.29	Permanently Revoked	Cancelled not Renewed	Workers' Compensation South (Premium)
293	DIR1752	TOMA HERFI INC DBA DURANGO MARKET	6/24/2011	126	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Administrative Hold	No Record	Workers' Compensation South (Admin)
294	DIR1752	TOMA HERFI INC DBA DURANGO MARKET	6/24/2011	126	Yes	PREMIUM PENALTY	\$ 210.24		\$ 210.24	Administrative Hold	No Record	Workers' Compensation South (Premium)
295	DIR1753	PHILLIP ROSZELLE DBA ACTION PROCESS SERVICE OF NEVADA INC	7/15/2011	125	Yes	PREMIUM PENALTY	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Premium)
296	DIR1753	PHILLIP ROSZELLE DBA ACTION PROCESS SERVICE OF NEVADA INC	7/15/2011	125	Yes	PREMIUM PENALTY	\$ 28.62		\$ 28.62	Permanently Revoked	No Record	Workers' Compensation South (Premium)
297	DIR1755	JAMES ALBERT INC DBA JAMES ALBERT SCHOOL OF COSMETOLOGY	7/8/2011	125	Yes	PREMIUM PENALTY	\$ 173.77		\$ 173.77	Permanently Revoked	No Record	Workers' Compensation South (Premium)
298	DIR1755	JAMES ALBERT INC DBA JAMES ALBERT SCHOOL OF COSMETOLOGY	7/8/2011	125	Yes	ADMINISTRATIVE FINE	\$ 2,500.00		\$ 2,500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
299	DIR1757	SKSZ HOLDING SERVICES LLC DBA LA FOCACCIA	5/20/2011	127	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
300	DIR1759	SEOUL OAK LLC	8/12/2011	124	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)

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301	DIR1759	SEOUL OAK LLC	8/12/2011	124	Yes	PREMIUM PENALTY	\$ 98.55		\$ 98.55	Dissolved	No Record	Workers' Compensation South (Premium)
302	DIR1761	JF HIDEAWAY LLC DBA JOHNNY FONTAINE'S BEACH HOUSE	8/12/2011	124	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
303	DIR1761	JF HIDEAWAY LLC DBA JOHNNY FONTAINE'S BEACH HOUSE	8/12/2011	124	Yes	PREMIUM PENALTY	\$ 184.90		\$ 184.90	No Record	No Record	Workers' Compensation South (Premium)
304	DIR1762	MAHARAJA PALACE LLC DBA KOHINOOR BANQUET & BUFFET	9/7/2011	123	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
305	DIR1762	MAHARAJA PALACE LLC DBA KOHINOOR BANQUET & BUFFET	9/7/2011	123	Yes	PREMIUM PENALTY	\$ 118.67		\$ 118.67	Permanently Revoked	No Record	Workers' Compensation South (Premium)
306	DIR1764	SCANDINOVA SYSTEM INC	4/6/2012	116	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
307	DIR1764	SCANDINOVA SYSTEM INC	4/6/2012	116	Yes	PREMIUM PENALTY	\$ 122.88		\$ 122.88	Permanently Revoked	No Record	Workers' Compensation South (Premium)
308	DIR1767	HAHN LAWRENCE DBA ENGRAVABLEIMAGEZ.COM	5/14/2012	115	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
309	DIR1767	HAHN LAWRENCE DBA ENGRAVABLEIMAGEZ.COM	5/14/2012	115	Yes	PREMIUM PENALTY	\$ 51.81		\$ 51.81	No Record	No Record	Workers' Compensation South (Premium)
310	DIR1768	SEDAN LLC (ZEDAN LLC) DBA FAT MOE PIZZA & WINGS	5/18/2012	115	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
311	DIR1768	SEDNA LLC (ZEDAN LLC) DBA FAT MOE PIZZA & WINGS	5/18/2012	115	Yes	PREMIUM PENALTY	\$ 83.54		\$ 83.54	Permanently Revoked	No Record	Workers' Compensation South (Premium)
312	DIR1770	LV DANCE LTD. DBA ARUTHUR MURRAY DANCE STUDIOS	9/2/2011	124	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
313	DIR1771	NICOLIS VLADIMIR DBA NEVADA FORECLOSURE CONSULTANTS INC	7/8/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
314	DIR1772	MARIO CHICAS DBA PUPUSERIA EL GUANACO	7/29/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Cancelled	No Record	Workers' Compensation South (Admin)
315	DIR1774	FORBES ENTERTAINMENT LAS VEGAS LLC DBA FORBES KTV RESTAURANT &	7/29/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
316	DIR1775	RW SPORTS VENTURES INC	9/30/2011	123	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
317	DIR1799	MIKE CARVATTA DBA GLACIER AIR CONDITIONING	9/7/2011	123	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	Cancelled not Renewed	Workers' Compensation South (Admin)
318	DIR1799	MIKE CARVATTA DBA GLACIER AIR CONDITIONING	9/7/2011	123	Yes	PREMIUM PENALTY	\$ 66.85		\$ 66.85	No Record	Cancelled not Renewed	Workers' Compensation South (Premium)
319	DIR1801	JAMES PICCOLO DEVELOPMENT CO DBA JP PRINTING & DESIGN	2/10/2012	118	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
320	DIR1801	JAMES PICCOLO DEVELOPMENT CO DBA JP PRINTING & DESIGN	2/10/2012	118	Yes	PREMIUM PENALTY	\$ 67.17		\$ 67.17	Permanently Revoked	No Record	Workers' Compensation South (Premium)
321	DIR1802	MARIA RAQUEL AYALA CASTRO DBA EL PULGARCITO RESTAURANT	7/29/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
322	DIR1802	MARIA RAQUEL AYALA CASTRO DBA EL PULGARCITO RESTAURANT	7/29/2011	125	Yes	PREMIUM PENALTY	\$ 38.47		\$ 38.47	No Record	No Record	Workers' Compensation South (Premium)
323	DIR1804	VEGAS MARTINI GROUP LLC/STRAIGHT UP MARTINI BAR	10/12/2011	122	Yes	ADMINISTRATIVE FINE	\$ 2,500.00		\$ 2,500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
324	DIR1804	VEGAS MARTINI GROUP LLC/STRAIGHT UP MARTINI BAR	10/12/2011	122	Yes	PREMIUM PENALTY	\$ 540.44		\$ 540.44	Permanently Revoked	No Record	Workers' Compensation South (Premium)
325	DIR1805	MCCORMICK CONSULTING LLC	9/3/2009	148	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)

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326	DIR1805	MCCORMICK CONSULTING LLC	9/3/2009	148	Yes	PREMIUM PENALTY	\$ 25.78		\$ 25.78	Permanently Revoked	No Record	Workers' Compensation South (Premium)
327	DIR1843	GMS AUTOMOTIVE LLC	3/18/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
328	DIR1875	Crystal M Dieleman dba Construction Management Corp	11/21/2012	109	Yes	Administrative Fine	\$ 2,550.00		\$ 2,550.00	Dissolved	Cancelled not Renewed	OSHA LV
329	DIR1878	US AXIOLOGY INC	10/7/2011	122	Yes	ADMINISTRATIVE FINE	\$ 7,500.00		\$ 7,500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
330	DIR1878	US AXIOLOGY INC	10/7/2011	122	Yes	PREMIUM PENALTY	\$ 3,601.64		\$ 3,601.64	Permanently Revoked	No Record	Workers' Compensation South (Premium)
331	DIR1880	R BARNES LLC DBA A3D SURVEYS	6/24/2011	126	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
332	DIR1880	R BARNES LLC DBA A3D SURVEYS	6/24/2011	126	Yes	PREMIUM PENALTY	\$ 75.50		\$ 75.50	Dissolved	No Record	Workers' Compensation South (Premium)
333	DIR1881	CATCH 22 FRESH FISH MARKET LLC	8/27/2010	136	Yes	ADMINISTRATIVE FINE	\$ 1,250.00		\$ 1,250.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
334	DIR1881	CATCH 22 FRESH FISH MARKET LLC	8/27/2010	136	Yes	PREMIUM PENALTY	\$ 537.58		\$ 537.58	Permanently Revoked	No Record	Workers' Compensation South (Premium)
335	DIR1883	RIDON INC DBA BACK EAST BAR & GRILL	6/10/2011	126	Yes	ADMINISTRATIVE FINE	\$ 2,500.00		\$ 2,500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
336	DIR1883	RIDON INC DBA BACK EAST BAR & GRILL	6/10/2011	126	Yes	PREMIUM PENALTY	\$ 219.29		\$ 219.29	Permanently Revoked	No Record	Workers' Compensation South (Premium)
337	DIR1884	BELLE ANGE LLC BELLE ANGE SALON	10/21/2011	122	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
338	DIR1884	BELLE ANGE LLC BELLE ANGE SALON	10/21/2011	122	Yes	PREMIUM PENALTY	\$ 115.53		\$ 115.53	Permanently Revoked	No Record	Workers' Compensation South (Premium)
339	DIR1885	EUGENIO SUEZ-HAUENSTEIN DBA SUEZ & HAUENSTEIN SUPERMARKED	11/10/2011	121	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
340	DIR1885	EUGENIO SUEZ-HAUENSTEIN DBA SUEZ & HAUENSTEIN SUPERMARKED	11/10/2011	121	Yes	PREMIUM PENALTY	\$ 399.39		\$ 399.39	Permanently Revoked	No Record	Workers' Compensation South (Premium)
341	DIR1887	MAG DRYWALL & PAINTING INC DBA MARIO A GONZALEZ PAINTING	7/16/2010	137	Yes	ADMINISTRATIVE FINE	\$ 2,500.00		\$ 2,500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
342	DIR1887	MAG DRYWALL & PAINTING INC DBA MARIO A GONZALEZ PAINTING	7/16/2010	137	Yes	PREMIUM PENALTY	\$ 14,256.95		\$ 14,256.95	Permanently Revoked	Revoked	Workers' Compensation South (Premium)
343	DIR1888	KUSTOM KINGZ INC	6/10/2011	126	Yes	ADMINISTRATIVE FINE	\$ 7,500.00		\$ 7,500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
344	DIR1888	KUSTOM KINGZ INC	6/10/2011	126	Yes	PREMIUM PENALTY	\$ 18,802.19		\$ 18,802.19	Permanently Revoked	No Record	Workers' Compensation South (Premium)
345	DIR1889	MANUEL MARQUINA DBA MANNY'S OUTLAW GRILL	10/27/2011	122	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	No Record	Workers' Compensation South (Admin)
346	DIR1889	MANUEL MARQUINA DBA MANNY'S OUTLAW GRILL	10/27/2011	122	Yes	PREMIUM PENALTY	\$ 335.34		\$ 335.34	Expired	No Record	Workers' Compensation South (Premium)
347	DIR1893	1 DEVELOPMENT CONSTRUCTION CORP DBA MEJIA CONTRACTING	8/12/2011	124	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
348	DIR1896	OASIS CORP DBA ONE OF A KIND PRODUCE	10/21/2011	122	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
349	DIR1897	BRIAN COTTRELL DBA SILVER STATE STONE & TILE LLC	3/31/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
350	DIR1898	JAMES A MCEACHERN AND CAROL MCEACHERN DBA SIERRA AUCTION	8/5/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	No Record	Workers' Compensation South (Admin)

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351	DIR1898	JAMES A MCEACHERN AND CAROL MCEACHERN DBA SIERRA AUCTION	8/5/2011	125	Yes	PREMIUM PENALTY	\$ 138.68		\$ 138.68	Expired	No Record	Workers' Compensation South (Premium)
352	DIR1904	CHRIS DONOHUE DBA VALIANT ELEMENTS LLC / AMBIANCE	3/11/2011	129	Yes	PREMIUM PENALTY	\$ 3,542.22		\$ 3,542.22	Permanently Revoked	No Record	Workers' Compensation South (Premium)
353	DIR1919	PHI OF NEVADA INC	8/19/2011	124	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
354	DIR1919	PHI OF NEVADA INC	8/19/2011	124	Yes	PREMIUM PENALTY	\$ 197.69		\$ 197.69	No Record	No Record	Workers' Compensation South (Premium)
355	DIR1922	SW STRETCH LLC	8/23/2012	112	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
356	DIR1922	SW STRETCH LLC	8/23/2012	112	Yes	PREMIUM PENALTY	\$ 384.73		\$ 384.73	Permanently Revoked	No Record	Workers' Compensation South (Premium)
357	DIR1923	SANDY LOEW (DBA PARK GRILL)	8/19/2011	124	Yes	ADMINISTRATIVE FINE	\$ 2,500.00		\$ 2,500.00	Expired	No Record	Workers' Compensation South (Admin)
358	DIR1923	SANDY LOEW (DBA PARK GRILL)	8/19/2011	124	Yes	PREMIUM PENALTY	\$ 73.80		\$ 73.80	Expired	No Record	Workers' Compensation South (Premium)
359	DIR1931	LORENZO GARCIA	4/16/2010	140	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	No Record	Workers' Compensation South (Admin)
360	DIR1931	LORENZO GARCIA	4/16/2010	140	Yes	PREMIUM PENALTY	\$ 87.93		\$ 87.93	Expired	No Record	Workers' Compensation South (Premium)
361	DIR1996	BENTLY'S COFFEE LLC BRANDON EASTMAN	4/8/2012	116	Yes	PREMIUM PENALTY	\$ 2,891.38		\$ 2,891.38	Permanently Revoked	No Record	Workers' Compensation South (Premium)
362	DIR1998	COPERTINO INC DBA ICE COLD AIR & HEATING	7/16/2010	137	Yes	PREMIUM PENALTY	\$ 17.46		\$ 17.46	Permanently Revoked	Revoked	Workers' Compensation South (Premium)
363	DIR1998	COPERTINO INC DBA ICE COLD AIT & HEATING	7/16/2010	137	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
364	DIR1999	R B KIM LLC DBA MOM & POP DRY CLEANERS / POLO CLEANERS	6/24/2011	126	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
365	DIR1999	R B KIM LLC DBA MOM & POP DRY CLEANERS / POLO CLEANERS	6/24/2011	126	Yes	PREMIUM PENALTY	\$ 574.18		\$ 574.18	Permanently Revoked	No Record	Workers' Compensation South (Premium)
366	DIR2000	GOLDMAN GROUP LLC DBA 3D PUZZLES	5/4/2012	116	Yes	PREMIUM PENALTY	\$ 143.54		\$ 143.54	Dissolved	No Record	Workers' Compensation South (Premium)
367	DIR2000	GOLDMAN GROUP LLC DBA 3D PUZZLES	5/4/2012	116	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
368	DIR2003	ROBERT G LUCHERINI CHARTERED	7/8/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
369	DIR2003	ROBERT G LUCHERINI CHARTERED	7/8/2011	125	Yes	PREMIUM PENALTY	\$ 88.22		\$ 88.22	Permanently Revoked	No Record	Workers' Compensation South (Premium)
370	DIR2005	H & L CORP	8/5/2011	125	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Dissolved	No Record	Workers' Compensation South (Admin)
371	DIR2005	H & L CORP	8/5/2011	125	Yes	PREMIUM PENALTY	\$ 26.91		\$ 26.91	Dissolved	No Record	Workers' Compensation South (Premium)
372	DIR2006	SKOFED MORTGAGE FUNDING CORP	9/4/2012	112	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
373	DIR2006	SKOFED MORTGAGE FUNDING CORP	9/4/2012	112	Yes	PREMIUM PENALTY	\$ 24.85		\$ 24.85	Permanently Revoked	No Record	Workers' Compensation South (Premium)
374	DIR2007	TOWNE CENTER ESCROW LLC	2/18/2011	130	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
375	DIR2007	TOWNE CENTER ESCROW LLC	2/18/2011	130	Yes	PREMIUM PENALTY	\$ 78.71		\$ 78.71	Permanently Revoked	No Record	Workers' Compensation South (Premium)

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376	DIR2008	THEMEING SOLUTIONS INC.	5/11/2011	127	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	Cancelled not Renewed	Workers' Compensation South (Admin)
377	DIR2008	THEMEING SOLUTIONS INC.	5/11/2011	127	Yes	PREMIUM PENALTY	\$ 8,607.29		\$ 8,607.29	Expired	Cancelled not Renewed	Workers' Compensation South (Premium)
378	DIR2011	SILVER BUTTE CONSTRUCTION INC	4/8/2011	128	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	Cancelled not Renewed	Workers' Compensation South (Admin)
379	DIR2011	SILVER BUTTE CONSTRUCTION INC	4/8/2011	128	Yes	PREMIUM PENALTY	\$ 122.16		\$ 122.16	Expired	Cancelled not Renewed	Workers' Compensation South (Premium)
380	DIR2012	AMERICAN INDUSTRIAL SUPPLY INC	8/27/2010	136	Yes	PREMIUM PENALTY	\$ 90.25		\$ 90.25	No Record	No Record	Workers' Compensation South (Premium)
381	DIR2012	AMERICAN INDUSTRIES SUPPLY INC	8/27/2010	136	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
382	DIR2013	DKRM COMMERCIAL BUILDERS INC	12/20/2010	132	Yes	PREMIUM PENALTY	\$ 2,901.78		\$ 2,901.78	Permanently Revoked	No Record	Workers' Compensation South (Premium)
383	DIR2014	CASINO EXCITEMENT INC DBA CASINO LIGHTING SIGN	9/23/2011	123	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	Revoked	Workers' Compensation South (Admin)
384	DIR2016	FLAWLACE LLC DBA FLAWLACE BEAUTY BOUTIQUE	8/19/2011	124	Yes	PREMIUM PENALTY	\$ 485.26		\$ 485.26	Dissolved	No Record	Workers' Compensation South (Premium)
385	DIR2017	PE3J INC (FP3J) DBA MANILA GOOD HA REST (SA LAS VEGAS)	5/11/2011	127	Yes	PREMIUM PENALTY	\$ 133.92		\$ 133.92	Permanently Revoked	No Record	Workers' Compensation South (Premium)
386	DIR2018	PE3J INC (FP3J) DBA MANILA GOOD HA SA LAS VEGAS	8/19/2011	124	Yes	PREMIUM PENALTY	\$ 79.86		\$ 79.86	Permanently Revoked	No Record	Workers' Compensation South (Premium)
387	DIR2019	PE3J INC (FP3J) DBA MANILA GOOD HA SA LAS VEGAS	9/7/2011	123	Yes	ADMINISTRATIVE FINE	\$ 2,500.00		\$ 2,500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
388	DIR2019	PE3J INC (FP3J) DBA MANILA GOOD HA SA LAS VEGAS	9/7/2011	123	Yes	PREMIUM PENALTY	\$ 419.59		\$ 419.59	Permanently Revoked	No Record	Workers' Compensation South (Premium)
389	DIR2026	PAUL GERBER DBA PAUL GERBER GC	5/13/2011	127	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	Inactive/Voluntary Surrender	Workers' Compensation South (Admin)
390	DIR2027	WESTERN GAS LIQUIDS INC DBA HIGH SIERRA PROPANE	3/11/2011	129	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Revoked	No Record	Workers' Compensation South (Admin)
391	DIR2027	WESTERN GAS LIQUIDS INC DBA HIGH SIERRA PROPANE	3/11/2011	129	Yes	PREMIUM PENALTY	\$ 363.05		\$ 363.05	Revoked	No Record	Workers' Compensation South (Premium)
392	DIR2031	TERESA CHAPARRO DBA LLANTERA EL PRIMO	6/9/2011	126	Yes	PREMIUM PENALTY	\$ 2,282.87		\$ 2,282.87	Cancelled	No Record	Workers' Compensation South (Premium)
393	DIR2040	24/7 DISTRIBUTING INC	6/1/2009	151	Yes	PREMIUM PENALTY	\$ 4,048.48		\$ 4,048.48	Revoked	No Record	Workers' Compensation South (Premium)
394	DIR2044	SERVICE FORCE USA LLC	3/28/2012	117	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
395	DIR2052	SCOTT A. NEVINS FEDEX	12/10/2012	108	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
396	DIR2053	P & J DELIVERY SERVICES, LLC. FEDEX	6/21/2011	126	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
397	DIR2054	TRACEE BLAKE	6/21/2011	126	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
398	DIR2056	JYM PIZZA INC - DOMINOES	12/13/2010	132	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Withdrawn	No Record	Workers' Compensation South (Admin)
399	DIR2062	CANAM MINERALS, INC	10/8/2010	134	Yes	ADMINISTRATIVE FINE	\$ 1,000.00		\$ 1,000.00	Dissolved	No Record	Workers' Compensation South (Admin)
400	DIR2063	CANAM MINERALS, INC	10/8/2010	134	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Dissolved	No Record	Workers' Compensation South (Admin)

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401	DIR2065	UNITED FOOTBALL LEAGUE	5/23/2011	127	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
402	DIR2066	UNITED FOOTBALL LEAGUE	5/23/2011	127	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
403	DIR2070	EXPRESS TRANSPORT	3/9/2012	117	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Withdrawn	No Record	Workers' Compensation South (Admin)
404	DIR2071	180 DIGITAL INTERIORS, INC FORMERLY 180 CONNECT, INC	3/16/2012	117	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
405	DIR2074	AK DESIGNN LLC DBA ACCENT WINDOWS	7/19/2011	125	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Dissolved	Revoked	Workers' Compensation South (Admin)
406	DIR2077	MEME LAS VEGAS DBA ELEVEN SPAS LAS VEGAS	3/28/2012	117	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
407	DIR2083	VITRO AMERICA DISTRIBUTION WEST	3/28/2012	117	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
408	DIR2084	CASH AMERICA INTERNATIONAL	3/28/2012	117	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
409	DIR2090	SEA VETERINARY SERVICES	12/9/2011	120	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Dissolved	No Record	Workers' Compensation South (Admin)
410	DIR2091	INGERSOLL RAND DBA HUSSMAN	3/28/2012	117	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
411	DIR2092	INGERSOLL RAND DBA HUSSMAN	3/28/2012	117	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	No Record	No Record	Workers' Compensation South (Admin)
412	DIR2094	GAB ROBINS NA INC	12/10/2009	144	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Withdrawn	No Record	Workers' Compensation South (Admin)
413	DIR2095	GAB ROBINS NA INC	12/10/2009	144	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Withdrawn	No Record	Workers' Compensation South (Admin)
414	DIR2177	SONIA YANIRA MELENDEZ DBA S & R AUTO BODY	1/27/2012	119	Yes	PREMIUM PENALTY	\$ 425.79		\$ 425.79	Expired	No Record	Workers' Compensation South (Premium)
415	DIR2191	DIAL ENTERTAINMENT LLC DBA DIAL INTERNATIONAL ENTERTAINMENT	12/2/2011	121	Yes	ADMINISTRATIVE FINE	\$ 3,150.00		\$ 3,150.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
416	DIR2196	CraftWorks Restaurants & Breweries, Inc dba Gordon Biersch (Franchise)	11/13/2012	109	Yes	Invoice	\$ 260.00		\$ 260.00	Revoked	No Record	Mechanical Compliance
417	DIR2251	MONUMENT ENTERTAINMENT GROUP INC DBA MONUMENT	7/19/2013	101	Yes	PREMIUM PENALTY	\$ 9,610.52		\$ 9,610.52	Permanently Revoked	No Record	Workers' Compensation South (Premium)
418	DIR2257	MEDICAL TOUR EXPERTS INC	1/19/2011	131	Yes	PREMIUM PENALTY	\$ 1,287.12		\$ 1,287.12	Dissolved	No Record	Workers' Compensation South (Premium)
419	DIR2259	SAMARITAN HOSPICE, INC (JOSE C CRUZ)	4/30/2012	116	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
420	DIR2259	SAMARITAN HOSPICE, INC (JOSE C CRUZ)	4/30/2012	116	Yes	PREMIUM PENALTY	\$ 301.17		\$ 301.17	Permanently Revoked	No Record	Workers' Compensation South (Premium)
421	DIR2335	ANTONIO BENITEZ (BENETIZ) DBA TACOS LOS TORITOS	7/30/2012	113	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	No Record	No Record	Workers' Compensation South (Admin)
422	DIR2335	ANTONIO BENITEZ (BENETIZ) DBA TACOS LOS TORITOS	7/30/2012	113	Yes	PREMIUM PENALTY	\$ 203.10		\$ 203.10	No Record	No Record	Workers' Compensation South (Premium)
423	DIR2401	ELITE MAINTENANCE SERVICES INC DBA ELITE PARKING INC	1/18/2013	107	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
424	DIR2410	CONSUELO A. VALENZUELA DBA VASQUEZ GENERAL MECHANIC	8/27/2010	136	Yes	PREMIUM PENALTY	\$ 859.85		\$ 859.85	Expired	No Record	Workers' Compensation South (Premium)
425	DIR2425	FABIO GUERRA DBA X AUTO ELECTRIC & PARTS	7/24/2012	113	Yes	ADMINISTRATIVE FINE	\$ 515.21		\$ 515.21	Cancelled	No Record	Workers' Compensation South (Admin)

#	DIR #	Business Entity/ Debtor22	Date of Initial Invoice	Number of Months Since Initial Invoice	More than 72 months	Type of Penalty	Amount Assessed	Amount Collected	Balance Due	Secretary of State	Contractor's Board	DIR Section
426	DIR2427	JULIE CHANG DBA KABOB KORNER	6/8/2012	114	Yes	PREMIUM PENALTY	\$ 43.67		\$ 43.67	Permanently Revoked	No Record	Workers' Compensation South (Premium)
427	DIR2458	Sprint PCS #5147 dba Sprint PCS	4/10/2013	104	Yes	Invoice	\$ 130.00		\$ 130.00	Cancelled	No Record	Mechanical Compliance
428	DIR2471	DERICK LUU DBA HOLLYWOOD BEAUTY SUPPLY	5/31/2013	103	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	No Record	Workers' Compensation South (Admin)
429	DIR2471	DERICK LUU DBA HOLLYWOOD BEAUTY SUPPLY	5/31/2013	103	Yes	PREMIUM PENALTY	\$ 238.85		\$ 238.85	Expired	No Record	Workers' Compensation South (Premium)
430	DIR2486	McKinley Group of Florida dba Las Palmas Apartments (Owner of record	6/27/2013	102	Yes	Invoice	\$ 130.00		\$ 130.00	Cancelled	No Record	Mechanical Compliance
431	DIR2491	ARSEN KHACHOY DBA MODEN CLOSETS	5/15/2013	103	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Expired	No Record	Workers' Compensation South (Admin)
432	DIR2506	Shelley Shepard dba Five Star Athletics, LLC	9/9/2013	99	Yes	Premium Penalty	\$ 50.74	\$ -	\$ 50.74	Default	No Record	Workers' Compensation North (Premium)
433	DIR2534	AUTO PRICE CLUB, LLC DBA BLUE FIRE BBQ	8/9/2013	100	Yes	PREMIUM PENALTY	\$ 2,283.53		\$ 2,283.53	Permanently Revoked	No Record	Workers' Compensation South (Premium)
434	DIR2565	United Milling & Refining Corp f/k/a Noble Technologies	9/17/2013	99	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	Revoked	No Record	Workers' Compensation North (Admin)
435	DIR2568	NTA, Inc	10/17/2013	98	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	Withdrawn	No Record	Workers' Compensation North (Admin)
436	DIR2599	MAYRA MARQUEZ DBA BUFFALO PIZZA	7/31/2013	101	Yes	PREMIUM PENALTY	\$ 1,784.14		\$ 1,784.14	No Record	No Record	Workers' Compensation South (Premium)
437	DIR2640	Leidos Constructors LLC dba SAIC Energy Environment	5/4/2014	92	Yes	Invoice	\$ 2,160.00	\$ 2,160.00	\$ 116.47	No Record	No Record	Mechanical Compliance
438	DIR2680	AUTO PRICE CLUB, LLC DBA BLUE FIRE BBQ	1/31/2014	95	Yes	ADMINISTRATIVE FINE	\$ 7,500.00		\$ 7,500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
439	DIR2764	Robert Graham Retail LLC	2/20/2014	94	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	Revoked	No Record	Workers' Compensation North (Admin)
440	DIR2784	HENRY ARMIJO DBA NEW VISION ELECTRIC INCORPORATED	10/10/2013	98	Yes	PREMIUM PENALTY	\$ 432.28		\$ 432.28	Expired	Revoked	Workers' Compensation South (Premium)
441	DIR2896	Santa Fe Hotel Ltd	1/13/2014	95	Yes	Premium Penalty	\$ 183.91	\$ -	\$ 183.91	Revoked	No Record	Workers' Compensation North (Premium)
442	DIR2914	Lone Creek Trucking Inc	8/11/2014	88	Yes	Premium Penalty	\$ 30.64	\$ -	\$ 30.64	Revoked	No Record	Workers' Compensation North (Premium)
443	DIR3073	High Desert Guns LLC	10/6/2014	86	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	Default	No Record	Workers' Compensation North (Admin)
444	DIR3074	J Silk Inc	6/12/2014	90	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	Default	No Record	Workers' Compensation North (Admin)
445	DIR3132	Stephen Stiffler dba 1st Call Mobile Repair	11/24/2014	85	Yes	Premium Penalty	\$ 80.22	\$ -	\$ 80.22	Expired	No Record	Workers' Compensation North (Premium)
446	DIR3238	Commercial Center District dba Asian Market	12/4/2014	85	Yes	Invoice	\$ 120.00		\$ 120.00	Permanently Revoked	No Record	Mechanical Compliance
447	DIR3240	BCBG Max Azaria Group Inc dba Herve Leger @ Venetian	2/3/2015	83	Yes	Invoice	\$ 120.00		\$ 120.00	Revoked	No Record	Mechanical Compliance
448	DIR3243	City Place Miucci, LLC dba City Place Apartments	4/24/2015	80	Yes	Invoice	\$ 100.00		\$ 100.00	Permanently Revoked	No Record	Mechanical Compliance
449	DIR3248	CFJ Travel Plazas dba Flying J Travel Plaza	7/14/2015	77	Yes	Invoice	\$ 100.00		\$ 100.00	Cancelled	No Record	Mechanical Compliance
450	DIR3257	Universal Business Insurance & UBI Management LLC dba Mesquite-AZ,	1/15/2015	83	Yes	Invoice	\$ 120.00		\$ 120.00	Permanently Revoked	No Record	Mechanical Compliance

#	DIR #	Business Entity/ Debtor22	Date of Initial Invoice	Number of Months Since Initial Invoice	More than 72 months	Type of Penalty	Amount Assessed	Amount Collected	Balance Due	Secretary of State	Contractor's Board	DIR Section
451	DIR3258	MGM Mirage Advertising, Inc. dba MGM Mirage Design Center	4/8/2015	80	Yes	Invoice	\$ 60.00		\$ 60.00	Dissolved	No Record	Mechanical Compliance
452	DIR3268	SPT Management Services, Inc dba 27 Hwy 50	2/23/2015	82	Yes	Invoice	\$ 120.00		\$ 120.00	Withdrawn	No Record	Mechanical Compliance
453	DIR3270	Richard Shelton dba Sterling - #1.50 Cleaners	3/23/2015	81	Yes	Invoice	\$ 110.00		\$ 110.00	No Record	No Record	Mechanical Compliance
454	DIR3301	Dam Good Pizza LLC dba Dominos Pizza	9/16/2013	99	Yes	Premium Penalty	\$ 1,257.79	\$ -	\$ 1,257.79	Revoked	No Record	Workers' Compensation North (Premium)
455	DIR3301	Dam Good Pizza LLC dba Dominos Pizza	9/16/2013	99	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	Revoked	No Record	Workers' Compensation North (Admin)
456	DIR3307	An & Do Management Inc	11/21/2013	97	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	No Record	No Record	Workers' Compensation North (Admin)
457	DIR3352	Kirkland Enterprises, Inc dba Maple Cleaners	9/28/2015	75	Yes	Invoice	\$ 20.00		\$ 20.00	Dissolved	No Record	Mechanical Compliance
458	DIR3423	Leasa Carter dba LC Providers Inc.	10/7/2014	86	Yes	Premium Penalty	\$ 3,728.34	\$ -	\$ 3,728.34	No Record	No Record	Workers' Compensation North (Premium)
459	DIR3424	Edin Chavez dba Home Perfect Inc.	3/28/2014	93	Yes	Premium Penalty	\$ 2,209.02	\$ -	\$ 2,209.02	Dissolved	Revoked	Workers' Compensation North (Premium)
460	DIR3426	Cara Kennedy dba The Library Café	8/22/2013	100	Yes	Administrative Fine	\$ 300.00	\$ -	\$ 300.00	Expired	No Record	Workers' Compensation North (Admin)
461	DIR3428	Jhem Mondragon dba Ace Smog LLC	9/26/2013	99	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	Revoked	No Record	Workers' Compensation North (Admin)
462	DIR3435	Steve Stiffler dba 1st Call Mobile Repair	8/26/2013	100	Yes	Premium Penalty	\$ 2,028.24	\$ -	\$ 2,028.24	Expired	No Record	Workers' Compensation North (Premium)
463	DIR3437	Town Food & Liquor Inc.	10/28/2014	86	Yes	Premium Penalty	\$ 66.88	\$ -	\$ 66.88	Revoked	No Record	Workers' Compensation North (Premium)
464	DIR3499	TS Arcade Inc dba Don's Kid Kastle	3/29/2016	69	No	Administrative Fine	\$ 1,000.00	\$ 921.57	\$ 78.43	Unable to determine	No Record	Workers' Compensation North (Admin)
465	DIR3508	Dirk Foster dba Mountain Lake Cleaning	11/26/2013	97	Yes	Premium Penalty	\$ 2,391.35	\$ 800.00	\$ 1,591.35	Cancelled	No Record	Workers' Compensation North (Premium)
466	DIR3511	Christopher Harnly dba Harnly Ceramic & Stone	8/12/2014	88	Yes	Administrative Fine	\$ 1,000.00	\$ 80.00	\$ 920.00	No Record	No Record	Workers' Compensation North (Admin)
467	DIR3512	Asif Karim dba Out of the World Discount Liquor	6/12/2014	90	Yes	Administrative Fine	\$ 5,975.94	\$ -	\$ 5,975.94	No Record	No Record	Workers' Compensation North (Admin)
468	DIR3513	Klick File Inc	7/25/2013	101	Yes	Administrative Fine	\$ 500.00	\$ -	\$ 500.00	No Record	No Record	Workers' Compensation North (Admin)
469	DIR3540	7/11 Motor Lodge (Owner of record Curi, Nestor & Rajashri)	4/5/2016	69	No	Invoice	\$ 115.00		\$ 115.00	Expired	No Record	Mechanical Compliance
470	DIR3541	Fantastic Cleaners	4/25/2016	68	No	Invoice	\$ 20.00		\$ 20.00	Default	No Record	Mechanical Compliance
471	DIR3557	Jose Manuel Maldonado dba JS Services	5/10/2013	103	Yes	Administrative Fine	\$ 200.00	\$ -	\$ 200.00	No Record	No Record	Workers' Compensation North (Admin)
472	DIR3570	Las Mariachis Tan dba Incline Cleaners	5/16/2016	67	No	Invoice	\$ 60.00		\$ 60.00	No Record	No Record	Mechanical Compliance
473	DIR3579	Nike Inc dba Niketown @ Forum Shops	6/8/2016	66	No	Invoice	\$ 600.00		\$ 600.00	Withdrawn	No Record	Mechanical Compliance
474	DIR3585	Optum Clinic & Urgent Care	1/13/2017	59	No	Administrative Fine	\$ 600.00		\$ 600.00	No Record	No Record	OSHA LV
475	DIR3586	Wester Iron Enterprises	1/13/2017	59	No	Administrative Fine	\$ 2,400.00		\$ 2,400.00	Permanently Revoked	Revoked	OSHA LV

#	DIR #	Business Entity/ Debtor22	Date of Initial Invoice	Number of Months Since Initial Invoice	More than 72 months	Type of Penalty	Amount Assessed	Amount Collected	Balance Due	Secretary of State	Contractor's Board	DIR Section
476	DIR3609	Hanwoo Cho dba Town Mall Cleaners Inc	7/26/2016	65	No	Invoice	\$ 110.00		\$ 110.00	Permanently Revoked	No Record	Mechanical Compliance
477	DIR3611	Monette Reed dba Reed's Manor	8/1/2016	65	No	Invoice	\$ 200.00		\$ 200.00	Dissolved	No Record	Mechanical Compliance
478	DIR3691	CIII CSFB 2005-C4 Sienna OP	12/20/2016	60	No	Invoice	\$ 400.00		\$ 400.00	Permanently Revoked	No Record	Mechanical Compliance
479	DIR3699	Old School Brewing Company	10/18/2016	62	No	Invoice	\$ 20.00		\$ 20.00	Revoked	No Record	Mechanical Compliance
480	DIR3701	Quality Inn & Suites dba Nevada Motel Partners LLC	5/15/2017	55	No	Invoice	\$ 100.00		\$ 100.00	Dissolved	No Record	Mechanical Compliance
481	DIR3702	Shea by Mortons	10/18/2016	62	No	Invoice	\$ 200.00		\$ 200.00	No Record	No Record	Mechanical Compliance
482	DIR3705	Willow Creek Buffalo Assisted dba Cornet Limited Inc.	11/14/2016	61	No	Invoice	\$ 20.00		\$ 20.00	Revoked	No Record	Mechanical Compliance
483	DIR3707	Bullock Building	1/5/2017	60	No	Invoice	\$ 60.00		\$ 60.00	Dissolved	No Record	Mechanical Compliance
484	DIR3714	5 Star Restaurants	1/5/2017	60	No	Invoice	\$ 50.00		\$ 50.00	Dissolved	No Record	Mechanical Compliance
485	DIR3821	Nito's Handyman	7/21/2017	53	No	Administrative Fine	\$ 5,500.00		\$ 5,500.00	Cancelled	No Record	OSHA LV
486	DIR3823	Blowout Dollhouse	7/21/2017	53	No	Administrative Fine	\$ 3,600.00		\$ 3,600.00	Revoked	No Record	OSHA LV
487	DIR3989	William Duckes dba Dukes Steel Construction, Inc	9/29/2017	51	No	Administrative Fine	\$ 2,100.00		\$ 2,100.00	No Record	No Record	OSHA RNO
488	DIR3990	Betra Mfg Co	9/29/2017	51	No	Administrative Fine	\$ 4,200.00		\$ 4,200.00	Dissolved	No Record	OSHA RNO
489	DIR3991	Betra Mfg Co	9/29/2017	51	No	Administrative Fine	\$ 4,900.00		\$ 4,900.00	Dissolved	No Record	OSHA RNO
490	DIR4096	Picture Perfect Supply	2/20/2018	46	No	Administrative Fine	\$ 1,200.00		\$ 1,200.00	No Record	No Record	OSHA RNO
491	DIR4097	Joseph Lee Arthur dba Arthur Products Inc	2/20/2018	46	No	Administrative Fine	\$ 1,800.00		\$ 1,800.00	Revoked	No Record	OSHA RNO
492	DIR4098	The Urban Group of Companies dba Urban Metals	2/20/2018	46	No	Administrative Fine	\$ 30,000.00		\$ 30,000.00	Revoked	No Record	OSHA RNO
493	DIR4101	Ponderosa Lodge	2/20/2018	46	No	Administrative Fine	\$ 19,400.00		\$ 19,400.00	Expired	No Record	OSHA RNO
494	DIR4102	Ponderosa Lodge	2/20/2018	46	No	Administrative Fine	\$ 10,500.00		\$ 10,500.00	Expired	No Record	OSHA RNO
495	DIR4308	Pets R Us	2/20/2019	34	No	Administrative Fine	\$ 6,340.00		\$ 6,340.00	No Record	No Record	OSHA RNO
496	DIR4309	Chavez-Ramirez, Victor M dba Rumba's Man of All Work	2/20/2019	34	No	Administrative Fine	\$ 1,350.00		\$ 1,350.00	Expired	No Record	OSHA RNO
497	DIR4313	Salkeld Inc	2/20/2019	34	No	Administrative Fine	\$ 2,160.00		\$ 2,160.00	Revoked	No Record	OSHA RNO
498	DIR4314	Owens Precision Inc	2/20/2019	34	No	Administrative Fine	\$ 4,000.00		\$ 4,000.00	Default	No Record	OSHA RNO
499	DIR2085	NEVADA BOTTLING & BEVERAGE	7/19/2011	125	Yes	ADMINISTRATIVE FINE	\$ 375.00		\$ 375.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)
500	DIR2072	WASHWORKS, LLC	12/23/2011	120	Yes	ADMINISTRATIVE FINE	\$ 500.00		\$ 500.00	Permanently Revoked	No Record	Workers' Compensation South (Admin)

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501	DIR1055	Countess Investments dba Purfect Auto Service #108	4/20/2012	116	Yes	Administrative Fine	\$ 3,600.00		\$ 3,600.00	Revoked	No Record	OSHA LV
502	DIR1059	Eric Pena Pena dba Llantero Flamingo	4/20/2012	116	Yes	Administrative Fine	\$ 2,925.00		\$ 2,925.00	Expired	No Record	OSHA LV
503	DIR2132	Carson Valley Laundry Systems - Kingsland, Bruce or Cynthia	1/4/2013	108	Yes	Invoice	\$ 40.00		\$ 40.00	Cancelled	No Record	Mechanical Compliance
504	DIR1874	Daniel Larson dba Southwestern Construction Co.	11/21/2012	109	Yes	Administrative Fine	\$ 5,500.00		\$ 5,500.00	No Record	Cancelled not Renewed	OSHA LV
			01/05/22						14,993,683.33			

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 1, 2022

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

From: Jennifer Hamilton, Executive Branch Budget Officer  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**GOVERNOR'S FINANCE OFFICE**

Agenda Item Write-up:

Pursuant to NRS 41.950 and NRS 41.970, the Governor's Finance Office requests the Board of Examiners to approve a payment of \$220,922.82 from the Statutory Contingency Account, to Ignacio Dealba, Jr. representing compensation for his wrongful conviction.

Additional Information:

AB267, approved in the 2019 legislative session, provides for the compensation and other properly related matters of certain persons who were wrongfully convicted. This bill requires a court to enter a certificate of innocence and determine the proper amount of award.

On January 20, 2022 a Certificate of Innocence as well as an Order Granting Monetary Relief was granted to Ignacio Dealba, Jr. by the Eighth Judicial District Court. Per NRS 41.950(1)(a)(1) Mr. Dealba is entitled to an award of \$150,000 for three (3) years of wrongful incarceration, \$25,000 for reasonable attorney fees and an additional \$922.82 in court ordered litigation costs (NRS 41.950(2)(a)), and \$45,000 representing a lump sum payment for three years of housing assistance (Dealba agreed to waive additional or future claims for housing assistance).

The Order Granting Monetary and Non-Monetary Relief allows for Mr. Dealba to seek future reimbursements for tuition, books and fees if Dealba wish to attend an institution operated by the Nevada System of Higher Education; costs of participating in Medicare or Medicaid (if eligible) or a qualified health plan offered on the health insurance exchange administered by the Silver State Health Insurance Exchange (Bronze or Silver plan);

program(s) for reentry into the community; counseling services; and programs for assistance for financial literacy as outlined in NRS 41.950(2)(b).

Statutory Authority:

BOE approval is required pursuant to NRS 41.970

REVIEWED: ARF

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

**Attorneys:**

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**Via US Mail and electronic mail:**  
**jlhamilton@finance.nv.gov**

January 20, 2022

Governor's Finance Office  
Board of Examiners  
Ms. Jennifer Hamilton, Executive Branch Budget Officer  
209 East Musser Street, Suite 200  
Carson City, Nevada 89701  
Tel: 775-687-0134

**RECEIVED**

**JAN 24 2022**

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**Re: Wrongful Conviction Claim Submission on behalf of Ignacio  
Dealba, Jr., Pursuant to NRS 41.970  
Eighth Judicial District Court Case No. A-20-818953-P**

Dear Ms. Hamilton:

I represent Mr. Ignacio Dealba, Jr. ("Mr. Dealba") in the above-referenced matter, and, on his behalf, I am hereby submitting his wrongful conviction claim for consideration by the Board of Examiners at its March 8, 2022, monthly meeting, pursuant to NRS 41.970.<sup>1</sup> In support of his claim, the relevant Order Granting Monetary and Non-Monetary Relief is attached along with the Certificate of Innocence and Order.

As referenced in the attached Certificate of Innocence and Order, on February 10, 2006, Mr. Dealba was convicted of Conspiracy to Commit Robbery, Robbery with Use of a Deadly Weapon, and Attempt Murder with Use of a Deadly Weapon in *State v. Ignacio Dealba, Jr.*, Eighth Judicial District Court Case No. C212902, for the robbery of Veronica Gonzalez at a Las Vegas Chevron gas station on June 7, 2005. Further to that conviction, Mr. Dealba was sentenced and ultimately incarcerated for a period of three years, nine months, and twenty-three days. Deductions for other

<sup>1</sup> NRS 41.970 Submission of claim to State Board of Examiners; claim paid from Reserve for Statutory Contingency Account. To recover damages or other monetary relief awarded by a court pursuant to NRS 41.950, less any adjustment pursuant to NRS 41.960, a person who was successful in his or her action brought pursuant to NRS 41.900 must submit a claim to the State Board of Examiners. The claim must be for payment of the damages or other monetary relief from the Reserve for Statutory Contingency Account, upon approval by the State Board of Examiners.

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concurrent sentences yielded a net period of wrongful incarceration of two years, six months, and fourteen days, which, pursuant to NRS 41.950(3), calculates for compensation at three (3) years.


Further to appeal, on January 2, 2009, the Nevada Supreme Court entered an order reversing and remanding Mr. Dealba's convictions, in *Dealba v. State*, 281 P.3d 1166 (Nev. 2009) (unpublished). Following remand, the State of Nevada presented an oral motion to dismiss the case against Mr. Dealba on September 3, 2009, and an order was entered on September 29, 2009, dismissing Eighth Judicial District Court Case No. C212902. Mr. Dealba was released from incarceration on December 3, 2009, without parole.

Mr. Dealba timely filed his petition for compensation under NRS 41.900, *et seq.*, opening Eighth Judicial District Court Case No. A-20-818953-P, and, on July 21, 2021, Mr. Dealba filed a Motion for Partial Summary Judgment pursuant to Nevada Rule of Civil Procedure 56, requesting a determination that he had met the applicable provisions of NRS 41.900 as to establishing that he is factually innocent of the crime for which he was convicted. On November 23, 2021, the court entered its Findings of Fact, Conclusions of Law, and Order granting Mr. Dealba's Motion for Partial Summary Judgment (attached).

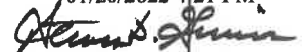
The court ordered that the State of Nevada pay Mr. Dealba \$150,000.00 in damages for the time he was incarcerated due to his wrongful conviction and that it also compensate him \$45,000.00 for three (3) years of housing assistance under NRS 41.950(2)(b)(5). Additionally, the court order authorizes payment of attorneys' fees in the amount of \$25,000.00 and costs in the amount of \$922.82. Cumulatively, these figures total **\$220,922.82**.

Further to the attached Claim for Wrongful Conviction and supporting documents, Mr. Dealba hereby requests his claim be set on calendar for the March 8, 2022, Board of Examiners meeting, with approval and payment of his claim in the amount noted. If you have any questions or need any additional documents to timely approve this claim, please do not hesitate to contact me. Thank you.

Best regards,

  
Nathan E. Lawrence, Esq.

nlawrence@vegascase.com

  
CLERK OF THE COURT

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE WRONGFUL CONVICTION OF IGNACIO DEALBA, JR.	Case No.: A-20-818953-P Dept. No.: XXXI
--	--

**CERTIFICATE OF INNOCENCE AND ORDER**

Petitioner Ignacio Dealba, Jr. ("Dealba") timely filed this action for relief on August 3, 2020, pursuant to NRS 41.900, *et seq.*, providing for the compensation of certain persons who were wrongfully convicted and imprisoned. The Court finds and orders as follows:

1. On February 10, 2006, Dealba was convicted by the State of Nevada of Conspiracy to Commit Robbery, Robbery with Use of a Deadly Weapon, and Attempt Murder with Use of a Deadly Weapon in *State v. Ignacio Dealba, Jr.*, Eighth Judicial District Court Case No. C212902, for the robbery of Veronica Gonzalez at a Las Vegas Chevron gas station on June 7, 2005.

2. Dealba was sentenced to: (1) a term of 24 to 84 months for robbery with an equal and consecutive sentence for the use of a deadly weapon; (2) a term of 32 to 144 months for attempted murder with an equal and consecutive sentence for the use of a deadly weapon; and (3) a term of 12 to 48 months for possession of a firearm by an ex-felon. He was subsequently imprisoned in the Nevada Department of Corrections.

3. The Nevada Supreme Court entered an order reversing and remanding Dealba's convictions in the underlying criminal case on January 2, 2009, in *Dealba v. State*, 281 P.3d 1166 (Nev. 2009) (unpublished).

4. The State presented an oral motion to dismiss the case against Dealba on September 3, 2009, and an order entered on September 29, 2009, dismissing Eighth Judicial District Court Case No. C212902.

5. Dealba was released from incarceration on December 3, 2009, without parole.

6. Dealba timely filed his petition for compensation under NRS 41.900, *et seq.*

7. On July 21, 2021, Dealba filed a Motion for Partial Summary Judgment pursuant

1 to Nevada Rule of Civil Procedure 56, requesting a determination that he had met the applicable  
2 provisions of NRS 41.900 as to establishing that he is factually innocent of the crime for which  
3 he was convicted.

4 8. On November 23, 2021, this Court entered its Findings of Fact, Conclusions of  
5 Law, and Order granting the Motion for Partial Summary Judgment.

6 **NOW, THEREFORE,**

7 A. This Court finds that Dealba did not commit the acts, felonies, or offenses for  
8 which he was convicted in Eighth Judicial District Court Case No. C212902 and is actually  
9 innocent of those crimes.

10 B. This Court finds that Dealba was not an accessory or accomplice to the acts that  
11 were the basis of the conviction in Case No. C212902, did not aid, abet, or act as an accomplice  
12 or accessory to a person who committed the acts that were the basis for the conviction in Case  
13 No. C212902, and had no involvement whatsoever in those crimes.

14 C. This Court finds that Dealba did not commit or suborn perjury, fabricate evidence,  
15 or, by his own conduct, cause or bring about the conviction in Case No. C212902.

16 D. This Court finds that Dealba was not convicted of an offense necessarily included  
17 in the offense charged.

18 F. The State of Nevada agrees Dealba is entitled to relief pursuant to NRS 41.900, *et*  
19 *seq.*

20 IT IS THEREFORE ORDERED as follows:

21 That Dealba's Petition for Certificate of Innocence is GRANTED.

22 ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
23  
24  
25

Dated this 20th day of January, 2022

26 The Honorable Joanna S. Kishner  
27 Eighth Judicial District Court Judge

44A 438 2315 61D0  
Joanna S. Kishner  
District Court Judge

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 In the Matter of the Petition of  
7 Ignacio Dealba, Jr.

CASE NO: A-20-818953-P  
DEPT. NO. Department 31

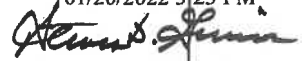
8  
9 **AUTOMATED CERTIFICATE OF SERVICE**

10 This automated certificate of service was generated by the Eighth Judicial District  
11 Court. The foregoing Order was served via the court's electronic eFile system to all  
12 recipients registered for e-Service on the above entitled case as listed below:

13 Service Date: 1/20/2022

14 Heather Procter	hprocter@ag.nv.gov
15 Marsha Landreth	mlandreth@ag.nv.gov
16 Rikki Garate	rgarate@ag.nv.gov
17 Jaimie Stilz	jstilz@ag.nv.gov
18 Cheryl Martinez	cjmartinez@ag.nv.gov
19 Nathan Lawrence	nlawrence@vegascase.com
20 Sheryl Serreze	sserreze@ag.nv.gov

21  
22  
23  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

IN THE MATTER OF THE WRONGFUL CONVICTION OF IGNACIO DEALBA, JR.	Case No.: A-20-818953-P Dept. No.: XXXI
--	--

**ORDER GRANTING MONETARY AND NON-MONETARY RELIEF**

This matter having been submitted to the Court by stipulation of the Parties; the Court having reviewed all pleadings, documents, and exhibits on file in the above-entitled matter; the Court having simultaneously herewith issued a Certificate of Innocence pursuant to NRS 41.910(1); and good cause appearing therefore, the Parties having stipulated to the relief sought, and the Court being fully informed,

**IT IS HEREBY ORDERED:**

- A. Petitioner Ignacio Dealba, Jr. ("Dealba") is granted total monetary compensation of one hundred and fifty thousand dollars (\$150,000.00) pursuant to NRS 41.950(1)(a)(1), calculated at \$50,000 per year of imprisonment for three (3) years.<sup>1</sup>
- B. Dealba is awarded reasonable attorney's fees of twenty-five thousand dollars (\$25,000.00) pursuant to NRS 41.950(2)(a).<sup>2</sup>
- C. Dealba is awarded costs of nine hundred twenty-two dollars and eighty-two cents (\$922.82).

---

<sup>1</sup> Dealba was convicted in the underlying criminal case (Eighth Judicial District Court Case No. C212902) on February 10, 2006, and released on December 3, 2009, for a total of 3 years, 9 months, 23 days. NRS 41.950(4) provides that "a person shall not receive compensation for any period of imprisonment during which the person was concurrently serving a sentence for a conviction of another offense for which the person was lawfully convicted and imprisoned." The Parties agree that Dealba served two concurrent sentences that reduce his compensable time served. Thus, the Parties stipulate to damages for a total time period of 2 years, 6 months, 14 days, which, pursuant to NRS 41.950(3), "must be rounded up to the nearest half year," resulting in a final calculation of three (3) years.

<sup>2</sup> The Court finds the attorney's fees reasonable under *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969), per the Court's concurrently-entered Order Granting Joint Motion for Orders Relating to and Approving Settlement.

1 D. Dealba is awarded the following additional payments and reimbursements pursuant to  
2 NRS 41.950(2), all to be paid from the Reserve for Statutory Contingency Account  
3 and which will be paid upon Dealba's submission of a claim(s) to the State Board of  
4 Examiners, subject to the \$100,000 per calendar year cap:

5 (a) Payment for housing assistance, consisting of a single lump sum of forty-five  
6 thousand dollars (\$45,000.00) which represents three (3) years' worth of  
7 reasonable housing assistance at \$15,000.00 per year pursuant to NRS  
8 41.950(2)(b)(5). In exchange for this lump sum payment for housing costs,  
9 Dealba agrees that he waives his right to seek any additional or future housing  
10 assistance reimbursements.

11 (b) Reimbursement for five (5) years following the date this order is entered for  
12 the cost of tuition, books, and fees if Dealba wishes to attend an institution  
13 operated by the Nevada System of Higher Education pursuant to NRS  
14 41.950(2)(b)(1);

15 (c) Reimbursement for five (5) years following the date this order is entered for  
16 the cost of participating in Medicare or Medicaid, if eligible for Medicare or  
17 Medicaid, or a qualified health plan offered on the health insurance exchange  
18 administered by the Silver State Health Insurance Exchange which has been  
19 designated by the Exchange as a Bronze or Silver plan, if not eligible for  
20 Medicare or Medicaid. Dealba shall be responsible for paying any co-  
21 payments, deductibles, and any other related costs under the state health care  
22 program;

23 (d) Reimbursement for five (5) years following the date this order is entered for a  
24 program(s) for reentry into the community;

25 (e) Reimbursement for five (5) years following the date this order is entered for  
26 counseling services, commenced not later than two (2) years after the date this  
27 order is entered; and

1 (f) Reimbursement for programs for assistance for financial literacy, commenced  
2 not later than two (2) years and completed not later than three (3) years after  
3 the date this order is entered.

4 **IT IS FURTHER ORDERED**, in accordance with NRS 41.960(3), that, if after entry of  
5 this Order, Dealba subsequently receives a civil settlement or award related to this same wrongful  
6 conviction, Dealba shall reimburse the State up to \$150,000.00. Dealba shall not be required to  
7 pay any interest or be required to reimburse the State for attorney's fees and costs awarded  
8 pursuant to NRS 41.950(2). The Parties expressly reserve jurisdiction in this Court to resolve any  
9 future disputes regarding this issue. **NRS 41.960(4) REQUIRES that Dealba notify the State**  
10 **Board of Examiners of any such further award.**

11 **IT IS FURTHER ORDERED**, in accordance with NRS 41.970, that in order to obtain  
12 all such monetary and non-monetary relief awarded, Dealba must submit a claim to the State  
13 Board of Examiners. The claim must be for payment of the damages or other monetary relief from  
14 the Reserve for Statutory Contingency Account, upon approval by the State Board of Examiners.  
15 Payment does not become effective without the prior approval of the State Board of Examiners.

16 **IT IS FURTHER ORDERED** that this Order may be used as the claim for submission  
17 to the State Board of Examiners for approval of payment from the Reserve for Statutory  
18 Contingency Account pursuant to submission under NRS 41.970.

19  
20 ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

21  
22 Dated this 20th day of January, 2022

23 

24 The Honorable Joanna S. Kishner  
25 Eighth Judicial District Court Judge  
26 609 63A C647 AFD0  
27 Joanna S. Kishner  
District Court Judge

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 In the Matter of the Petition of  
7 Ignacio Dealba, Jr.

CASE NO: A-20-818953-P  
DEPT. NO. Department 31

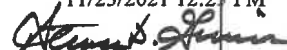
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19 Nathan Lawrence	nlawrence@vegascase.com
20 Sheryl Serreze	sserreze@ag.nv.gov

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CLERK OF THE COURT

1 **OGM**

2 GALLIAN WELKER & BECKSTROM, L.C.

3 Nathan E. Lawrence, SBN 15060

4 Travis N. Barrick, SBN 9257

5 540 East St. Louis Avenue

6 Las Vegas, Nevada 89104

7 Telephone: (702) 892-3500

8 Facsimile: (702) 386-1946

9 nlawrence@vegascase.com

10 *Attorneys for Petitioner Ignacio Dealba, Jr.*

11  
12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

14 Case No.: A-20-818953-P

15 Dept. No.: 31

16 In the Matter of the Wrongful Conviction of

17  
18 IGNACIO DEALBA, Jr.;

19 **FINDINGS OF FACT, CONCLUSIONS**  
20 **OF LAW, AND ORDER GRANTING**  
21 **PETITIONER'S MOTION FOR**  
22 **PARTIAL SUMMARY JUDGMENT**

23 This matter came before the Court on October 13, 2021, at 10:30 a.m. for hearing on  
24 Petitioner's Motion for Partial Summary Judgment, with appearances by Nathan E. Lawrence,  
25 Esq. and Travis N. Barrick, Esq., of the law firm of GALLIAN WELKER & BECKSTROM, L.C., on  
26 behalf of Petitioner IGNACIO DEALBA, Jr. ("Petitioner" or "Mr. Dealba") and appearances by  
27 Jaimie Stilz, Esq. and Sheryl Serreze, Esq., of the OFFICE OF THE ATTORNEY GENERAL, on behalf  
28 of the State of Nevada. The Court having duly considered the papers and pleadings on file in this  
case and having heard the oral arguments presented by respective counsel, the following findings  
of fact, conclusions of law, and order are hereby issued.

///

**FINDINGS OF FACT:**

1) On August 3, 2020, Mr. Dealba filed his Amended Verified Complaint for Wrongful Conviction Pursuant to NRS 41.900 *et seq.* (the "Complaint").

2) On October 1, 2020, the State of Nevada filed its Answer.

3) On July 21, 2021, Mr. Dealba filed his Motion for Partial Summary Judgment, pursuant to NRS 41.900 (the "MPSJ").

4) On August 4, 2021, the State of Nevada filed its Response to Mr. Dealba's MPSJ.

5) Mr. Dealba is not currently incarcerated and was not incarcerated as of the date of the filing of the Complaint.

6) Further to stipulation by the Parties and acceptance by this Court, the Court renders findings of fact as follows with respect to the underlying criminal matter (Eighth Judicial District Court Case No. C212902) for which Mr. Dealba was convicted and subsequently imprisoned, such articulation of facts being excerpted directly from the January 2, 2009, Nevada Supreme Court Order of Reversal and Remand in Case No. 47122:

Veronica Gonzales [*sic*]<sup>1</sup> was robbed at gunpoint in the parking lot of a Las Vegas Chevron gas station, which has an adjoining McDonald's restaurant. At the time Gonzales was being robbed, Sergeant Timothy Shalhoob was in the drive-thru at the McDonald's. Sergeant Shalhoob attempted to apprehend the robber, but the robber was able to elude Sergeant Shalhoob and fled the scene in a red BMW. Sergeant Shalhoob proceeded to chase the red BMW in his car. During this chase, the robber shot at Sergeant Shalhoob multiple times out of the BMW's sunroof. Less than two hours after the incident, Sergeant Shalhoob gave a statement describing the man who had robbed Gonzales and shot at him as a black, male adult wearing a light-colored short sleeve shirt.

The red BMW was eventually traced to James Vaughn's mother, and Vaughn was arrested by Detective Lance Spiotta. Vaughn made several statements to Detective Spiotta, which implicated appellant Ignacio Dealba as the man who had robbed Gonzales and shot at Sergeant Shalhoob. Dealba was

<sup>1</sup> In the underlying criminal proceedings in the Eighth Judicial District Court, Case No. C212902, the victim of the robbery is identified as Veronica Gonzalez.

1 eventually arrested at his home based on the information provided to the police  
2 by Vaughn. Following Dealba's arrest, Sergeant Shalhoob was dispatched to  
3 Dealba's residence to make an identification while Dealba was detained.  
4 Sergeant Shalhoob identified Dealba as the shooter, even though his previous  
statement had described the shooter as a black male, and Dealba is Hispanic.

5 Gonzales was also called to Dealba's residence to make an identification  
6 a few hours after Dealba was detained. Gonzales was unable to identify Dealba  
7 as the man who had robbed her. During trial, Gonzales was also unable to  
8 identify Dealba as the man who robbed her.

9 Dealba and Vaughn were eventually brought to trial and tried together.  
10 During the trial, Vaughn invoked his Fifth Amendment right not to incriminate  
11 himself and did not testify. However, Detective Spiotto did testify to statements  
12 made to him by Vaughn. Detective Spiotto redacted Dealba's name with the  
13 word "individual" during his testimony. Due to oversight by all involved in the  
14 trial, the district court did not give the jury a limiting instruction concerning  
15 Detective Spiotto's testimony regarding Vaughn's statements.

16 After a four-day trial, a Jury convicted Dealba of one count each of  
17 robbery with the use of a deadly weapon, attempted murder with the use of a  
18 deadly weapon, and ex-felon in possession of a firearm. The district court  
19 sentenced Dealba to: (1) a term of 24 to 84 months for robbery with an equal  
20 and consecutive sentence for the use of a deadly weapon, (2) a term of 32 to  
21 144 months for attempted murder with an equal and consecutive sentence for  
22 the use of a deadly weapon, and (3) a term of 12 to 48 months for possession of  
23 a firearm by an ex-felon. This appeal followed.

24 We conclude that Dealba's conviction must be reversed because it was  
25 error for the district court to fail to give the jury a limiting instruction regarding  
26 the jury's use of Detective Spiotto's testimony concerning Vaughn's statements  
27 in accordance with *Richardson v. Marsh*. [481 U.S. 200, 211, 107 S.Ct. 1702,  
28 95 L.Ed.2d 176 (1987)] Further, this error was not shown to be harmless  
beyond a reasonable doubt, since Vaughn had a motive to implicate Dealba, the  
independent identification of Dealba by Sergeant Shalhoob was unreliable, and  
the victim, Gonzales, was unable to identify Dealba, on two separate occasions,  
as the man who robbed her.

\* \* \*

Further, the evidence against Dealba was not particularly strong, making it less likely that Vaughn's statement did not contribute to the verdict against Dealba. In particular, Sergeant Shalhoob's identification of Dealba can be characterized as shaky at best. That identification was so suggestive, as it was made at night outside of Dealba's home and shortly after Dealba had been arrested, that its reliability is questionable. And further undermining that identification is the fact that Sergeant Shalhoob first described the man who robbed Gonzales and shot at him as a black male, not a Hispanic male.<sup>14</sup> Additionally, Gonzales was unable to identify Dealba as the man who robbed her. And she originally described the man who robbed her as a black man with no identifying marks on his arms, but Dealba is a Hispanic male who has "sleeve" tattoos that cover both of his arms from the forearm to the wrist. Given the weak case against Dealba, we cannot conclude that the district court's failure to give a limiting instruction was harmless beyond a reasonable doubt, and we therefore reverse Dealba's convictions for robbery with the use of a deadly weapon, attempted murder with the use of a deadly weapon, and possession of a firearm by an ex-felon.

<sup>14</sup> We note that at oral argument the State conceded the discrepancies between Sergeant Shalhoob's initial description of the man who robbed Gonzales and shot at him and Dealba's appearance.

*Dealba v. State*, 281 P.3d 1166 (Nev. 2009) (unpublished)

7) Additionally, with respect to Eighth Judicial District Court Case No. C212902:

- a. On September 3, 2009, the State presented an oral motion to dismiss the case / charging document against Mr. Dealba.
- b. On September 29, 2009, the court presiding over the underlying criminal matter entered an order dismissing Eighth Judicial District Court Case No. C212902.
- c. Mr. Dealba was released from incarceration on December 3, 2009.

8) In support of his MPSJ, Mr. Dealba presented declarations / affidavits from: 1) himself, attesting to his innocence; 2) Mr. James Vaughn (codefendant in the underlying criminal matter), exonerating Mr. Dealba; 3) Mr. Michael Robinett (Mr. Dealba's stepfather), providing an alibi for Mr. Dealba; and 4) Mr. Dealba's counsel, attesting to the extensive efforts made to procure all available evidence related to the underlying criminal matter.

9) With respect to the noted declarations / affidavits presented by Mr. Dealba, no evidence

1 was adduced contrary to the credibility of the declarants / affiants or in dispute with the various  
2 facts alleged therein.

3  
4 **CONCLUSIONS OF LAW:**

5  
6 1) Jurisdiction and venue for the instant matter are both proper in this Court as is the Court's  
7 disposition of the matter via motion for summary judgment.

8 2) The Court finds that, under EDCR 2.20, there is no opposition presented contrary to the  
9 factual statements, above-referenced declarations / affidavits, and other evidence adduced by Mr.  
10 Dealba in the MPSJ and the hearing thereon.

11 3) With respect to the declarations / affidavits presented by Mr. Dealba, the Court finds that  
12 such declarations / affidavits were not presented by Mr. Dealba in bad faith, and each is competent  
13 and sufficient to its purpose as a matter of law.

14 4) In accordance with the above and with respect to Nev. R. Civ. P. Rule 56, the Court finds  
15 that there is no genuine dispute as to any material issue of fact, and the facts adduced via the  
16 MPSJ and the hearing thereon are sufficient for the Court to render its decision, with no further  
17 necessity for a *sua sponte* evidentiary hearing.

18 5) With respect to the applicable elements of NRS 41.900, Mr. Dealba has met his burden  
19 by a preponderance of the evidence, more particularly as follows:

- 20 a. As of the date of the filing of the Complaint and the instant Order, Mr. Dealba  
21 was and is not currently incarcerated. *See* NRS 41.900(1).
- 22 b. Mr. Dealba was previously convicted of a felony in the State of Nevada, further  
23 to Eighth Judicial District Court Case No. C212902, and subsequently imprisoned  
24 for said conviction. *See* NRS 41.900(2)(a).
- 25 c. Mr. Dealba did not commit the felony for which he was convicted in Case No.  
26 C212902. *See* NRS 41.900(2)(b).
- 27 d. Mr. Dealba was not an accessory or accomplice to the acts which were the basis  
28 of his felony conviction. *See* NRS 41.900(2)(b)(1).

- 1 e. Mr. Dealba did not commit acts which were the basis of his felony conviction.  
2 See NRS 41.900(2)(b)(2).
- 3 f. Mr. Dealba did not aid, abet, or act as an accomplice to any person who  
4 committed the acts which were the basis of the felony conviction. See NRS  
5 41.900(2)(b)(3).
- 6 g. Mr. Dealba was not convicted of an offense necessarily included in the felony  
7 charge for which he was convicted. See NRS 41.900(2)(c).
- 8 h. Mr. Dealba's judgment of conviction was reversed, and the underlying case /  
9 charging document was dismissed. See NRS 41.900(2)(d)(1).
- 10 i. Mr. Dealba did not commit perjury or fabricate evidence at the underlying  
11 criminal proceeding nor did he, by his own conduct, cause or bring about his  
12 felony conviction. See NRS 41.900(2)(e).
- 13 j. Mr. Dealba did not engage in the conduct for which he was convicted, nor did he  
14 engage in any conduct constituting a lesser included or inchoate offense of the  
15 crime for which he was convicted, and is, in accord with the applicable provisions  
16 of NRS 41.900, Mr. Dealba is "innocent" of the crime for which he was convicted  
17 in Case No. C212902. See NRS 41.900(6).
- 18

19 Wherefore, the Court having duly considered the papers and pleadings on file in this case  
20 and having heard the oral arguments presented by respective counsel, the Court having found that  
21 Mr. Dealba has met his burden of proof under NRS 41.900 by a preponderance of the evidence,  
22 the Court further finds that Mr. Dealba is entitled to judgment as a matter of law, and good cause  
23 appearing therefor,

24 ///

26 ///

28 ///

1 IT IS HEREBY ORDERED that Petitioner's Motion for Partial Summary Judgment is  
2 GRANTED.

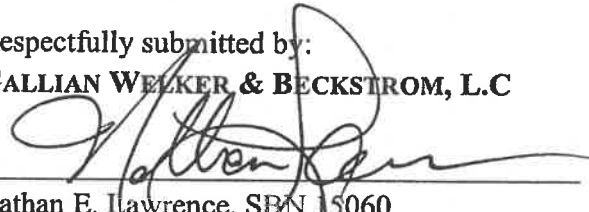
3  
4 IT IS SO ORDERED.

Dated this 23rd day of November, 2021



DISTRICT COURT JUDGE  
74A 5CF 8262 097B  
Joanna S. Kishner  
District Court Judge

8 Respectfully submitted by:  
9 GALLIAN WELKER & BECKSTROM, L.C.

  
11 Nathan E. Lawrence, SBN 15060  
12 Travis N. Barrick, SBN 9257  
13 540 East St. Louis Avenue  
14 Las Vegas, Nevada 89104  
15 Telephone: (702) 892-3500  
16 Facsimile: (702) 386-1946  
17 nlawrence@vegascase.com  
18 Attorneys for Petitioner Ignacio Dealba, Jr.

17 Approved as to form and content:  
18 AARON D. FORD, Attorney General

19 By: /s/ Jaimie Stilz  
20 Jaimie Stilz (Bar No. 13772)  
21 Deputy Attorney General  
22 555 E. Washington Ave., Ste. 3900  
23 Las Vegas, Nevada 89101  
24 Telephone: (702) 486-3130

25 By: /s/ Heather D. Procter  
26 Heather D. Procter (Bar. No. 8621)  
27 By: /s/ Sheryl Serreze  
28 Sheryl Serreze (Bar No. 12864)  
Deputy Attorney General  
100 North Carson Street  
Carson City, Nevada 89701-4717



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

Date: February 1, 2022  
To: Susan Brown, Director  
Governor's Finance Office  
From: Michele Lynn, Executive Branch Budget Officer  
Governor's Finance Office  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**OFFICE OF THE CONTROLLER**

Agenda Item Write-up:

The State Controller requests approval of a payment to the U.S. Treasury in an amount not to exceed \$71,584 from the General Fund. This is the highest possible liability payment for 2021. The U.S. Treasury is reviewing the report and is expected to have a final liability amount by March 14, 2022. Payment to the U.S. Treasury is required by March 31, 2022.

Additional Information:

Assembly Bill 494, section 98, of the 2021 Legislative Session 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 possible liability payment for fiscal year 2021 and a copy of the State's annual report to the U.S. Treasury are attached to this memorandum. That amount will be paid only if all Federal interest and State calculation costs are denied. If the 2021 calculations are accepted, the State will owe the Federal government \$595.

Statutory Authority:

AB 494 – Appropriations Act

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

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



**OFFICE OF THE  
STATE CONTROLLER**

**MEMORANDUM**

**To:** State Board of Examiners

**From:** State Controller Catherine Byrne, CPA *CCB*

**Date:** January 24, 2021

**Subject:** FY 2021 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.

Assembly Bill 494, Section 98, of the 2021 Legislative Session 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 \$71,584 from the General Fund. This is the highest possible payable liability for 2021. 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 14<sup>th</sup>. Payment to the U.S. Treasury is required by March 31<sup>st</sup>. The State paid the Federal government a net liability of \$301,380 for fiscal year 2020. If the 2021 calculations are accepted, the State will owe the Federal government \$595.

A schedule showing the highest liability payable for FY 2021, and a copy of the State's annual report to the U.S. Treasury, are attached to this memorandum.

**Cash Management Improvement Act**  
**2021 Annual Report**  
*State of Nevada*

---

*Annualized Interest Rate: 0.07%*

**State of Nevada State Contact**

Shayne Powell  
515 E. Musser St  
Carson City, Nevada 89701

spowell@sco.nv.gov

**Annual Report Claims**

Current State Interest Liability	\$71,584
State Interest Adjustment	\$0
Interest Calculation Costs	\$16,579
Current Federal Interest Liability	\$54,410
Federal Interest Adjustment	\$0
<b>Net State Interest Liability</b>	<b>595</b>

**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: Lori Hoover

Name of Authorized State Official: Lori Hoover

Title of Authorized State Official: Chief Deputy Controller

Date Signed: Dec 30, 2021

## Cash Management Improvement Act - 2021 Annual Report

### *State of Nevada Interest Claims Report*

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	21	0	10	0	11
10.555	National School Lunch Program	958	0	0	0	958
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	71	0	49	0	22
17.225F	Unemployment Insurance -- Federal Benefit Account and Administrative Costs	55,496	0	0	0	55,496
17.225S	Unemployment Insurance -- State Benefit Account	145	0	35,169	0	-35,024
20.205	Highway Planning and Construction	0	0	0	0	0
84.010	Title I Grants to Local Educational Agencies	1,637	0	828	0	809
84.027	Special Education -- Grants to States	88	0	1,204	0	-1,116
93.558	Temporary Assistance for Needy Families	4,077	0	169	0	3,908
93.563	Child Support Enforcement	1,066	0	365	0	701
93.575	Child Care and Development Block Grant	196	0	1,542	0	-1,346
93.658	Foster Care -- Title IV-E	1,487	0	0	0	1,487
93.659	Adoption Assistance	902	0	0	0	902
93.767	Children's Health Insurance Program	79	0	530	0	-451
93.778	Medical Assistance Program	5,361	0	14,544	0	-9,183
<b>Total Liability</b>		71,584	0	54,410	0	17,174

# Cash Management Improvement Act - 2021 Annual Report

## State of Nevada Interest Calculation Costs Certification

### I. State Costs - Internal

#### Clearance Pattern Development and Maintenance

State Personnel Cost: \$9,848  
State Non-Personnel Cost: \$0  
Other Costs: \$0

#### Interest Calculations

State Personnel Cost: \$6,732  
State Non-Personnel Cost: \$0  
Other Costs: \$0

### II. State Costs – External

#### Clearance Pattern Development and Maintenance

State Personnel Cost: \$0  
State Non-Personnel Cost: \$0  
Other Costs: \$0

#### Interest Calculations

State Personnel Cost: \$0  
State Non-Personnel Cost: \$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.

Adjusted Interest Calculation Costs: \$0

### III. Total Interest Calculation Costs

Total Interest Calculation Costs: \$16,579

### IV. 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: Lori Hoover

Name of Authorized State Official: Lori Hoover

Title of Authorized State Official: Chief Deputy Controller

Date Signed: Dec 30, 2021

**State of Nevada**  
**CMIA 2021**  
**Liability by CFDA Number**

CFDA #	Total Expenditures	State Liability	Federal Liability	Net Liability	Reportable State Liability	Reportable Federal Liability	Reportable Net Liability	Comments
10.551	1,054,040,131	0	0	0	0	0	0	FY 2021 Annual Interest Rate = 0.0007%
10.553	2,779,852	21	10	11	21	10	11	
10.555	7,076,464	958	0	958	958	0	958	
10.557	38,521,597	71	49	22	71	49	22	
17.225F	see below	55,496	0	55,496	55,496	0	55,496	Based on info provided by DETR
17.225S	4,019,313,907	145	35,169	(35,024)	145	35,169	(35,024)	
20.205	274,515,578	0	0	0	0	0	0	
84.010	126,713,125	1,637	828	809	1,637	828	809	
84.027	90,050,500	88	1,204	(1,116)	88	1,204	(1,116)	
93.558	36,071,318	4,077	169	3,908	4,077	169	3,908	
93.563	44,294,346	1,066	365	701	1,066	365	701	
93.575	101,858,309	196	1,542	(1,346)	196	1,542	(1,346)	
93.658	39,592,555	1,487	0	1,487	1,487	0	1,487	
93.659	46,080,843	902	0	902	902	0	902	
93.767	60,766,595	79	530	(451)	79	530	(451)	
93.778	3,659,917,892	5,361	14,544	(9,183)	5,361	14,544	(9,183)	
	9,601,593,013	71,584	54,410	17,174	71,584	54,410	17,174	

Net Interest Liability	17,174
Direct Costs	16,579
Amount due	595

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 14, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Tiffany Smorra, 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 HUMAN RESOURCE MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 288.555, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Branch Department of the State of Nevada, requests approval of an agreement entered into by the state and the American Federation of State, County and Municipal Employees (AFSCME), Local 4041 for the following Bargaining Units:

- A - Labor, maintenance, custodial and institutional employees
- E - Professional employees who provide health care
- F - Employees, other than professional, who provide health care and personal care
- I - Category III peace officers

Additional Information:

On June 23, 2021, the State and AFSCME scheduled a reopener collective bargaining session to negotiate a cost-of-living allowance (COLA) increase effective July 1, 2021. The parties reached no agreement. In July 2021, the parties submitted pleadings before an arbitrator. The arbitrator rendered a decision in favor of AFSCME, Local 4041's proposal of a three percent COLA increase effective July 1, 2021. Revisions to Article X – Compensation correspond with the agreement.

The estimated fiscal impact for the three percent COLA increase effective July 1, 2021 is \$12.8 million for Fiscal Year 2022 and \$13.2 million for Fiscal Year 2023. Total fiscal impact is \$26.0 million.

NRS 288.505 (1) (c) states a Collective Bargaining Agreement (CBA) must include "a non-appropriation clause that provides that any provision of the collective bargaining agreement which required the Legislature to appropriate money is effective only to the extent of legislative appropriation." Article XXXIII – Appropriations, of the AFSCME, Local 4041 CBA, provides for this non-appropriation clause.

Statutory Authority:

NRS 288.555, NRS 288.505 (1) (c)

<b>REVIEWED:</b> _____
<b>ACTION ITEM:</b> _____



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Division of Human Resource Management*  
209 E. Musser Street, Suite 101 | Carson City, Nevada 89701  
Phone: (775) 684-0150 | <http://hr.nv.gov> | Fax: (775) 684-0122

**MEMORANDUM**

February 1, 2022

TO: Clerk of the Board of Examiners

THROUGH: Frank Richardson, Administrator, Division of Human Resource Management

FROM: Mande Bowsmith, Deputy Administrator, Labor Relations Unit

SUBJECT: Consideration and Approval of AFSCME Arbitration Decision

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Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, began negotiations for a collective bargaining agreement (CBA) in November 2020. During the May 25, 2021, special Board of Examiners meeting, the Board approved the CBA. The approved and executed CBA became effective July 1, 2021.

Article X – Compensation, Salary Payment states the following:

*If the May 2021 meeting of the Economic Forum, pursuant to NRS 353.230, projects additional State revenues, the parties agree to a limited reopener with the express purpose of negotiating a cost-of-living increase in FY 2022. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties. If no agreement is reached, the parties will use the impasse procedure outlined in NRS 288.575 to resolve the issue.*

The 81<sup>st</sup> Session of the Nevada State Legislature adjourned *sine die* on June 1, 2021.

The State and AFSCME scheduled a reopener collective bargaining session pursuant to the language above on June 23, 2021.

The parties reached no agreement.

In July 2021, the parties submitted pleadings before an arbitrator. The arbitrator rendered a decision in favor of AFSCME's proposal of a three percent (3%) cost of living allowance (COLA) increase effective July 1, 2021. The arbitrator's decision is discussed in detail below.

#### Request in Front of the Board

Pursuant to NRS 288.555<sup>1</sup>, the Division of Human Resource Management (DHRM), Labor Relations Unit (LRU) is respectfully placing the decision rendered by the arbitrator in favor of AFSCME, Local 4041, to be included in the language of Article X – Compensation (as attached).

Approval of this arbitration decision strikes the following language in Article X – Compensation:

*If the May 2021 meeting of the Economic Forum, pursuant to NRS 353.230 projects additional State revenues, the parties agree to a limited reopener with the express purpose of negotiating a cost-of-living increase in FY 2022. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties. If no agreement is reached, the parties will use the impasse procedure outlined in NRS 288.575 to resolve the issue.*

The following will replace the struck language:

*Effective July 1, 2021, the salary schedules for Bargaining Units A, E, F, and I will reflect an increase of three percent (3%).*

#### Implementation of Arbitration Award

NRS 288.505 (1) (c) states that a CBA must include “a non-appropriation clause that provides that any provision of the collective bargaining agreement which required the Legislature to appropriate money is effective only to the extent of legislative appropriation.” This statute further states that “If there is a conflict between any provision of an agreement between the Executive Department and an exclusive representative and: (c) a provision of chapter 284 or 287 of NRS or NRS 288.570, 288.575, or 288.580, the provision of the agreement prevails unless the Legislature is required to appropriate money to implement the provision, within the limits of

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<sup>1</sup> **NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.**

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at a public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
  - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
  - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
  - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

legislative appropriations and any other available money” (NRS 288.505 (5) (c)).

Article XXXIII – Appropriations of the AFSCME, Local 4041, CBA was mutually agreed upon by the parties during collective bargaining sessions for the initial CBA. Article XXXIII states:

*The parties recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Legislature. The Governor shall request the drafting of a legislative measure<sup>2</sup> to effectuate those provisions under this Agreement that require Legislative Appropriations.*

*Legislative appropriation less than the bargained for value of economic articles will be implemented pursuant to legislative prioritization if applicable.*

*In the case where the Legislature underfunds the Agreement as negotiated and the Legislature is not clear about how those funds should be prioritized, the parties shall bargain over how funds appropriated for this Agreement will be distributed. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.*

*If any funding is approved by the Legislature in excess of this Agreement, and the Legislature is not clear about how those funds should be prioritized, the parties shall bargain over how those additional funds should be distributed. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.*

*Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.*

*The provisions of this Agreement shall not interfere with or supersede in any way the Governor’s rights under law.*

The arbitration decision stipulates as facts of the case the following:

*Section IV. Analysis of the Parties’ Final Offers*  
*Analysis of the final offers begins with these facts:*

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<sup>2</sup> NRS 288.560 Effective date of provisions of collective bargaining agreements; exception for provisions that require legislative measure to be given effect; duty of Governor to request drafting of legislative measure. If a provision of a collective bargaining agreement:

1. Does not require an act of the Legislature to be given effect, the provision becomes effective in accordance with the terms of the agreement.
2. Requires an act of the Legislature to be given effect:
  - a. The Governor shall request the drafting of a legislative measure pursuant to NRSS 218D.175 to effectuate the provision; and
  - b. The provisions becomes effective, if at all, on the date on which the act of the Legislature becomes effective.

1. *Any and all funding to be provided under the CBA is the sole function of the State Legislature.*
2. *Under NRS 288.575 an arbitrator lacks the authority to order the expenditure of funds.*
3. *The only jurisdiction of an arbitrator pursuant to the statute is to select between the parties' final offers according to which is the more "reasonable," and provide a rationale for that determination.*

The Executive Department has maintained the position that it has no ability to affect the arbitration award which would give employees covered under Bargaining Units A, E, F, and I, a three percent (3%) COLA, effective July 1, 2021. The Governor fulfilled his obligation under NRS 288.560 and requested the drafting of what became Assembly Bill (AB) 493, or the "Pay Bill," for the 81<sup>st</sup> Legislative Session. AB 493 included the amounts negotiated in the executed and approved CBA's for Bargaining Unit employees. AB 493 did not request, nor did the Legislature approve any additional funding for collective bargaining purposes.

At this time, the Executive Department can implement the arbitration award only so far as to amend the approved and executed CBA with the language as outlined above. The Executive Department does not have the authority to disburse any direct compensation without a specific appropriation by the Legislature.

Further, the Executive Department cannot disburse retroactive funds to employees, as would be the case under this arbitration award, without specific direction and appropriation by the Legislature.

Thank you for your consideration.

Attachments: Article X – Compensation, AFSCME CBA  
Arbitration Decision

**AFSCME Arbitration Award**  
**Estimated Fiscal Impact**  
**FMCS No. 210630-08063**

Cost of Living Allowance (COLA) Increase awarded in Arbitration	Effective 7/1/21	3.00%
COLA Increase approved in the "Pay Bill", AB 493	Effective 7/1/22	3.00%

	<u>Estimated Fiscal Impact</u>
3% COLA increase from arbitration award, to be paid retroactively to 7/1/2021	\$12.8M
COLA increase rolled over from Fiscal Year 2022 to Fiscal Year 2023, plus 3% COLA increase (included in "Pay Bill", AB 493) on the Fiscal Year 2022 COLA increase	\$13.2M
Total fiscal impact in Fiscal Year 2023	<u>\$26.0M</u>



Unit E: Professional employees who provide health care, including physical therapists and other employees in the medical and other professions related to health.

Unit F: Employees other than professional employees, who provide health care and personal care, including employees who provide care for children.

Unit I: Category III Peace Officers

#### C. Relevant bargaining history

Contract negotiations began late October, 2020, and were completed on March 4, 2021, at which time all articles had been tentatively agreed ("TA'd"). The process of reviewing the TAs by each party, including minor revisions, lasted almost two months before AFSCME submitted the final draft to its membership for ratification, a process that was completed on May 16. Final approval by the State Board of Examiners took place on May 25, and the CBA went into full force and effect. Various explanations for the time lapse between March 4 and the completion of ratification were offered during the hearing; but as will be discussed below, the reasons for the delay have no significant impact on the outcome of this arbitration.

#### D. Dispute over COLA

During the course of negotiations the parties were able to reach agreement on a three percent (3%) salary increase for all covered bargaining unit employees in FY 2023, i.e. beginning July 1, 2022. But they were unable to agree on a salary increase for FY 2022

(July 1, 2021 – June 30, 2022). Their differences were settled on March 4, 2021 when they

TA'd Article X of the new CBA ("Compensation) that included the following provision:

" If the May 2021 meeting of the Economic Forum, pursuant to NRS 353.230, projects additional State revenues, the parties agreed to a limited reopener with the express purpose of negotiating a cost-of-living increase in FY 2022. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties. If no agreement is reached, the parties will use the impasse procedure outlined in NRS 288.575 to resolve the issue"

The Economic Forum, at which projections of the State's financial or fiscal status for the next biennium are discussed, met on May 4, 2021. At that meeting the report projected additional revenues for the State of more than \$300 million in FY 2021 and \$900 million for FY 2021 through FY 2023, which projections had the effect of triggering the limited reopener of the CBA referred to in Article X (above).

However, before any bargaining sessions could be held with respect to a COLA for FY 2022, the State Legislature adjourned sine die on May 31. Because the Legislature was not in session, when a bargaining session was ultimately held on June 23, the State took the position that "non-appropriation would apply for compensatory items if the legislature couldn't fund [the payment]."<sup>1</sup> That is, according to the State, any COLA settlement that might be agreed to in negotiations involving the direct expenditure of funds, would be a nullity in the absence of the Legislature being in session. The result of the June 23 meeting, therefore, was that the parties were at impasse pursuant to Article X

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<sup>1</sup> Article XXXIII of the CBA ("Appropriations") includes the following statement:  
"The parties recognize that any provision of this Agreement that requires the expenditure of funds...shall be contingent upon specific appropriation of funds...by the legislature."

of the CBA and consequently, they agreed to binding, final offer arbitration according to the procedure set forth in NRS 288.575. This proceeding is the result.

D. Mandated arbitration procedure

The sole purpose of this arbitration is the selection of one of the final offers presented by AFSCME and the State. That selection is governed by statute, specifically NRS 288.580. Under the circumstances it is appropriate to quote the statute in its entirety:

**NRS 288.580 Requirements and standards for decision of arbitrator; decision is final and binding**

1. For issues in dispute after arbitration proceedings are held pursuant to NRS 288.575, the arbitrator shall incorporate either the final offer of the Executive Department or the final offer of the exclusive representative into his or her decision. The decision of the arbitrator shall be limited to a selection of one of the two final offers of the parties. The arbitrator shall not revise or amend the final offer of either party on any issue.

2. To determine which final offer to incorporate into his or her decision, the arbitrator shall assess the reasonableness of:

- (a) The position of each party as to each issue in dispute; and
- (b) The contractual terms and conditions contained in each final offer.

3. In assessing reasonableness pursuant to subsection 2, the arbitrator shall:

(a) Compare the wages, hours and other terms of conditions of employment for the employees within the bargaining unit with the wages, hours and other terms and conditions of employment for other employees performing similar services and for other employees generally:

- (1) In public employment in comparable communities;

and

- (2) In private employment in comparable communities;

and

(b) Consider, without limitation:

(1) The financial ability of the State to pay the costs associated with the proposed collective bargaining agreement, with due regard for the primary obligation of the State to safeguard the health, safety and welfare of the people of the State;

(2) The average price paid by consumers for goods and services in geographic location where the employees work; and

(3) Such other factors are normally or traditionally used as part of collective bargaining, mediation, arbitration or other methods of dispute resolution to determine the wages, hours, and other terms and conditions of employment for employees in public or private employment.

(4) The decision of the arbitrator is final and binding on the parties.

Thus the object of this proceeding is the determination of the “reasonableness” of each party’s final offer according to the criteria set forth in the statute.

## II. FINAL OFFERS OF THE PARTIES

### (a) AFSCME

**Final Wage Proposal  
AFSCME to the State of Nevada  
October 12, 2021**

Effective July 1<sup>st</sup>, 2021, the salary schedules for Bargaining Units A, E, F and I will reflect an increase of three percent (3%).

This above language shall supersede the compensation reopener language in Article X Compensation of the 2021-2023 CBA between parties. Specifically, the following language shall be satisfied upon ratification and approval by the parties:

If the May 2021 meeting of the Economic Forum, pursuant to NRS 353.230 projects additional State revenues, the parties agree to a limited reopener with the express purpose of negotiating a cost-of-living increase in FY 2022. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties. If no agreement is reached, the parties will use the impasse procedure outlined in NRS 288.575 to resolve the issue.

### (b) State of Nevada

**Last and Final Offer  
State of Nevada to AFSCM  
FMCS 210630-08063  
October 12, 2021**

The State of Nevada’s Last and Final offer remains as follows:

The State lacks the authority at this time to consider any proposal for a Fiscal Year 2021-2022 COLA because there is no lawful mechanism under NRS 353 or NRS 288 by which to seek appropriation to fund any further direct compensation.

### III. POSITIONS OF THE PARTIES

#### A. Introduction

On its face NRS 288.580 contemplates competing final offers based on economic considerations: "...wages, hours and other terms and conditions of employment...financial ability of the State to pay the costs associated with the proposed collective bargaining agreement..., " etc. Here, however, unlike AFSCME, the State has opted to not present such an offer, based on its position that the adjournment sine die of the Legislature on May 31, 2021, precludes consideration of the AFSCME's final offer, because the State is effectively estopped from funding it. Prior to the arbitration both parties filed briefs that extensively set forth their respective positions on the legal issues raised by the final offer of the State. Their positions may be summarized as follows:

#### (1) The State

As stated in its reply to AFSCME's Pre-Hearing Brief, the State contended that the issue in this arbitration is "whether the COLA reopener at issue in the instant impasse arbitration can commit the State to pay funds for the period covering FY 2022-FY 2023 biennium, after the legislative session has ended."

In its Motion to Deem AFSCME's Proposals withdrawn Per NRS 288.575, the State raised the following arguments:

- On March 4, 2021, when the parties TA'd the reopener provision of Article X, it was "discussed and understood" that any reopener negotiations would have to take place in the window of time following (1)the Economic Forum; (2)ratification of the CBA by the union membership; (3)approval of the CBA by the State Board of Examiners; and all these prior to the close of the Legislative Session.

- Although the Legislature passed a Pay Bill on May 31, 2021, including the agreed-upon three percent (3%) COLA increase for FY 2022-2023, there was no provision in that bill for a COLA increase for FY 2021-2022, to be the subject of pending negotiations. Thus when the Legislature adjourned sine die on June 1, "the parties were left without any time to implement the reopener provision...as was contemplated and agreed to in March." -

- Under NRS 288.575 any proposal that conflicts with or is otherwise inconsistent with other state laws must be considered withdrawn from the arbitration process. Therefore, because AFSCME's final offer exceeds the amount approved by the Legislature in their Pay Bill (prior to adjournment) it is inconsistent with the controlling statutes and must be withdrawn.

- The authority to grant any additional compensation "rests exclusively with the Legislature" but because the legislative session had concluded "there is no further opportunity to submit a compensation proposal...for inclusion in the biannual budget," and so "it is impossible for any State funds to be distributed in excess of the Legislature's final appropriations."

- Furthermore, in passing SB 135 (the Nevada collective bargaining statute), the Legislature made it clear that “arbitrators cannot bind the State to the expenditure of funds.”
- The statutes resulting from SB 135 establish a negotiating process, beginning in November, whereby there is sufficient time “for final recommendations related to budgetary matters to be submitted for legislative approval prior to the close of the regular session.” This “Legislative Scheme” serves to limit negotiations on direct compensation to the legislative timetable; and failure to submit a proposal within that timetable ends the ability of the Legislature to consider compensation.
- The Legislature, in enacting SB 135, “retained its ‘power of the purse’, “placing ‘guard rails in items of direct compensation’ that apply exclusively to the Executive Department.” And “unlike the statutory construction under which local governments arbitrate interest proposals (where the Arbitrator can bind the....employer to his or her chosen proposal)”, in this situation all are bound, including AFSCME and the Arbitrator, by the terms of the Pay Bill.

## (2) AFSCME

In its Pre-Hearing Brief AFSCME asserts that the issue in this arbitration is “whether the state has a duty to negotiate in good faith over a FY2022 COLA under the [negotiated] COLA reopener provision.”

AFSCME’s Pre-Hearing Brief raises the following arguments:

- The State is legally obligated to negotiate in good faith over a FY 2022 COLA “because direct monetary compensation is a mandatory subject of bargaining under NRS 288.150 (2)(a).”
- The parties agreed to a CBA reopener “specifically to negotiate a COLA in FY 2022,” a provision that was approved by the Board of Examiners consisting of the Governor, the Attorney General and the Secretary of State.
- The only proviso to a reopener was whether the May, 2021, meeting of the Economic Forum would project additional State revenues; but once that condition was met, the requirement to negotiate over a COLA in FY 2022 was triggered.
- The COLA reopener can commit the State to pay a FY 2022 COLA, “contingent on legislative approvals and appropriation required by law that are not at issue here”. (emphasis in original)
- Under applicable law the only task of the Arbitrator is limited to determining the reasonableness of the Parties’ positions concerning each issue in dispute and the contractual terms and provisions contained in each final offer.
- There is no statutory deadline for concluding collective bargaining regarding compensation or any other mandatory subject of bargaining.
- The evidence will show that the Union’s final offer is the most reasonable “and that the State has financial ability to pay the costs of the proposed collective bargaining agreement.”

#### IV. EVIDENCE REALTED TO THE STATUTORY CRITERIA OF REASONABLENESS

To support its final offer AFSCME introduced evidence intended to address the statutory criteria of “reasonableness.” That evidence broadly covered two subjects: the financial ability of the State to pay the proposed COLA for FY 2022; and the assertion that the proposed COLA increase would bring the State closer to parity with comparable employers. The primary consideration with respect to AFSCME’s evidence is that its accuracy, validity and relevance was uncontradicted, nor questioned by the State. Therefore, in the absence of contradictory evidence, AFSCME’s evidence in connection with the reasonableness of its final offer will be accepted at face value.

Regarding the financial ability of the State to pay the COLA for FY 2022 it is not possible to totally detail all the evidence on the subject, an exercise that is otherwise unnecessary due to the absence of competing data. For that reason the matter of the ability to pay will be presented in summary form. It should be noted at the outset, that AFSCME’s final offer supersedes the original language of Article X of the CBA, that would only have required the parties to negotiate over terms of a COLA for FY 2022; whereas the final offer sets a specific salary increase of three percent (3%). There was no evidence that the state objected to that amount and further, its representative at the one negotiating session held on June 23, 2021, made it clear that the dispute was not over the State’s financial ability to pay, but rather its ability to pay under the law. The following evidence is relevant to the financial ability of the State:

- The American Rescue Plan (“ARP”) enacted by Congress provided \$2.7 billion in federal funds to the State in March, 2021, to be used to make up for any shortfall of funds resulting from the COVID pandemic.

- The ARP granted the recipients (including the State) “broad latitude” for the use of funds to replace lost general revenues and to avoid cuts in other governmental services.
- The State transferred \$1 billion in ARP funds to the General Fund to make up for the loss of revenue resulting from the COVID pandemic, which funds could be used for rehiring of laid off employees and payroll expenses.
- ARP funds were “intended to be stimulative for states and local governments so they could go back to where they were pre-COVID,” and should not be treated as a one-time grant.
- Other states, including New York, California, and Ohio have used ARP funds to fund payroll increases.

Along with the above considerations it is also important, in connection with the State’s ability to pay the COLA increase for FY 2022, that under Article X of the CBA, the process of negotiation could only occur if the May Economic Forum projected additional State revenues, i.e. that there would be sufficient funds for a pay increase. Moreover, the Board of Examiners, essentially the last word in approving collective bargaining agreements for the State, approved the CBA after the projections of the May Economic Forum, presumably in full knowledge that negotiations for a COLA increase would be taking place.

Regarding the matter of comparability, most of the evidence was based on the State survey of salaries and benefits completed in October, 2020. Although NRS 288.575 (quoted above) directs the arbitrator to compare the wages and other terms of employment of bargaining unit employees with those of “other employees performing similar services and for other employees generally” the fact is that attempting a meaningful “apples to apples” comparison

between the four State bargaining units at issue, that include employees working over a widespread area in many different positions, with any other employee group, is very difficult. Another factor making a meaningful comparison difficult is that AFSCME's final offer for a three percent COLA applies to all classifications in the four bargaining units irrespective of differences in current pay, qualifications, nature of the work, and any other terms and conditions of employment.

Notwithstanding these concerns it is possible to generally describe AFSCME's presentation of comparables. The areas of comparison, based on the aforesaid State survey of October, 2020, may be broken down as follows:

- Selected school districts in Nevada (salaries).
- Regional transit in Nevada (salaries).
- Other State and private sector employees (salaries).
- Percentage of employee contributions towards pension benefits.  
(i.e. Colorado, California).

The gist of AFSCME's evidence regarding comparability is that State employees generally lag behind those of the employers selected for the comparisons in terms of overall compensation. Because the State presented no contrary evidence it is determined that the statutory factor of comparability was satisfied in connection with AFSCME's final offer.

AFSCME also presented evidence that the current compensation structure of the State employees has not kept up with the rate of inflation, which was 5.3 percent as of the arbitration, according to the CP I. This factor likewise favors the reasonableness of AFSCME's final offer.

The foregoing summary of AFSCME's uncontradicted evidence in connection with the financial aspects of its final offer supports the conclusion that its final offer satisfies the statutory criteria of reasonableness in all relevant aspects.

#### IV. ANALYSIS OF THE PARTIES' FINAL OFFERS

Analysis of the final offers begins with these facts:

1. Any and all funding to be provided under the CBA is the sole function of the State Legislature.
2. Under NRS 288.575 an arbitrator lacks the authority to order the expenditure of funds.
3. The only jurisdiction of an arbitrator pursuant to the statute is to select between the parties' final offers according to which is the more "reasonable," and provide a rationale for that determination.

The State's position, essentially, is that AFSCME's final offer cannot be regarded as "reasonable" because it consists of a pay increase (COLA) that could not legally be funded. In support of its position the State relies on the anticipated chronological structure of contract negotiations, to wit: negotiations began in the fall of 2020 with the expectation of completion by March of 2021. Upon completion of negotiations on March 4, 2021 (the TA's), the parties only needed to review and ratify the final document: and once the report of the May Economic Forum was issued (May 4) projecting additional revenues, the parties allegedly could complete negotiations, present the final document to the Board of Examiners for approval, and finally submit it to the Legislature for funding. The problem arose, according to the State, because AFSCME delayed in getting the CBA ratified by its membership until it was too late for the Legislature to complete the funding process before it adjourned on May 31. Therefore as the State argued in a Motion to Deem

AFSCME's Proposals Withdrawn, the reopener negotiations contemplated in Article X, when they finally took place, could not legally result in an agreement on a COLA for FY 2022, thereby nullifying any outcome in this arbitration other than acceptance of its final offer.

With due respect there is a basic flaw in the position presented by the State, in that there is no express chronological connection, either statutory or in the CBA itself, between completion of negotiations and the subsequent steps described above. As of March 4, 2021, the parties having negotiated in good faith, nevertheless failed to reach an agreement regarding a salary increase for FY 2022 (described as a COLA). To resolve their disagreement they adopted an approach to continuance of negotiations via a limited reopener predicated on just one contingency, the projection of additional State revenues by the Economic Forum. And if the subsequent negotiations failed to produce agreement on a COLA for FY 2022, the resulting impasse would be presented to final offer binding arbitration according to statutory guidelines of reasonableness. Moreover, when they TA'd the Article X reopener on March 4, based on the then-unknown projection of the Economic Forum, the parties realized (according to the testimony) that there was a tight window of time with several steps necessary before a final agreement on a COLA could be presented to the Legislature for funding prior to adjournment on May 31. The process of ratification of a first contract by several widely-dispersed bargaining units consisting of over 5000 employees, in and of itself, was likely to be time-consuming; not to mention the requirement of approval by the Board of Examiners. Nevertheless, knowing that time was very limited, the parties placed no other contingencies on the limited reopening of negotiations.

The State's contention that the adjournment of the Legislature on May 31, 2021, precluded an agreement on a COLA when the parties met for negotiations on June 23, is misplaced. AFSCME was aware on June 23 that by statute, any agreement on a COLA that might be negotiated would require funding by the Legislature (also required under Article XXIII of the CBA). But AFSCME also believed that funding might be achieved by other means such as the Legislature being called into special session by the Governor, perhaps at the initiative of the Board of Examiners (a "long shot" according to the Director of the Nevada Department of Administration). In any event, however, AFSCME takes the position that completion of the negotiating process under Article X of the CBA is separate and distinct from the matter of funding, a position that is consistent with the language of that article. It is also consistent with the State's ongoing obligation to bargain in good faith. For those reasons the final offer of the State is determined not to be reasonable, and the Motion to Deem AFSCME's Proposal Withdrawn is hereby overruled.

The only question remaining for determination is whether AFSCME's final offer satisfies the criteria of reasonableness set forth in the NRS 288.580 (quoted above, pp. 4-5). Because the only evidence in connection with those criteria was presented by AFSCME, as discussed above, and that such evidence clearly appears to comply with the statutory "requirements and standards," it is determined the AFSCME's final offer is selected as being the more reasonable of

the two; and is hereby incorporated into this decision.

Respectfully submitted,

Jeffrey A. Bellini

University Hts., Ohio  
November 20, 2021

## Original Article X

# Article X - Compensation

### **SALARY PAYMENT**

The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employee pay rates are set within a salary grade at a specific step.

Appendix D, "Salary Schedules for Bargaining Units A, E, F, and I" details the salary schedules for employees covered under this Agreement.

If the May 2021 meeting of the Economic Forum, pursuant to NRS 353.230, projects additional State revenues, the parties agree to a limited reopener with the express purpose of negotiating a cost-of-living increase in FY 2022. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties. If no agreement is reached, the parties will use the impasse procedure outlined in NRS 288.575 to resolve the issue.

Effective July 1, 2022, the salary schedules for Bargaining Units A, E, F, and I will reflect an increase of three percent (3%).

### **SALARY ADMINISTRATION**

The appropriate Central Pay Center is responsible for the administration of salaries in accordance with State policies and this Agreement. This Article is intended to provide general information regarding compensation. As such, the information herein shall not be construed as an exhaustive representation of the Employer's compensation plan.

### **SALARY RATE UPON INITIAL APPOINTMENT**

Upon initial appointment, an employee will be placed Step 1 at the appropriate salary grade for their job classification, with the exception of positions that have historically been difficult to recruit and fill and subject to the provisions of NAC 284.204.

### **SALARY RATE UPON PROMOTION**

Upon promotion to a position in a higher job classification an employee will be placed at the lowest step in the higher salary grade that either is the same step held in the former grade or is at a step which is the equivalent of an increase of two (2) steps above the step held in the former grade, whichever is higher.

### **SALARY RATE UPON DEMOTION**

Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.

Upon demotion for failure to complete a Trial Service Period, the employee will be placed in their former job classification and salary grade at their previous step but will have their pay

increased by any steps they would have received if they had not been serving a Trial Service Period for a promotional position.

Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification.

### **MERIT PAY INCREASE**

An employee shall receive a merit pay or step increase each year of this Agreement on their pay progression date pursuant to NAC 284.194-196.

### **CALLBACK PAY**

An employee will be paid two (2) hours of Callback Pay at the rate of one and one-half (1½) times their regular hourly rate of pay if they are called back to work during their scheduled time off, pursuant to NAC 284.214.

### **COMPENSATORY TIME**

An Overtime-eligible employee may accrue up to two hundred forty (240) hours of Compensatory Time at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour of time worked where such time worked would otherwise be compensated by Overtime Pay. At the time Overtime is offered, an employee will have the option of electing Compensatory Time. Cash Overtime may be offered if the budget allows. Such election may affect an opportunity to work Overtime.

Any date to be taken off as Compensatory Time shall be scheduled by agreement between the supervisor and the employee. Approval for the use of Compensatory Time will be granted in a fair and equitable manner.

All unused Compensatory Time will be paid pursuant to NAC 284.

### **HOLIDAY PAY**

When an authorized holiday falls on an employee's regularly scheduled workday and the employee is not required to work, the employee shall be paid at their regular hourly rate of pay for eight (8) hours. During a holiday workweek an employee working an alternative or innovative schedule has the option of remaining on their current schedule and utilizing their Annual Leave, Compensatory Time, or working additional hours, as needed, to make up the difference in Holiday Pay, or an employee may request to modify their schedule to complete a standard work week.

Full-time employees, whose normal work schedule does not include the day observed as a holiday, shall be entitled to time off equal to the employee's normal workday.

Employees required to work on the day a holiday is observed, will receive their regular hourly rate of pay in addition to Holiday Premium Pay equivalent to their regular hourly rate of pay for all hours actually worked on the holiday.

Employees who are required to work on the day a holiday is observed may elect to have their Holiday Premium Pay be in the form of cash payment for all hours actually worked or to accrue Compensatory Time.

Part-time employees will be paid for a holiday on a prorated basis.

Full time employees who have been in an unpaid status due to the use of LWOP on the workday prior to or directly following a holiday will be paid for the holiday provided they are in paid status for at least sixty percent (60%) of their regularly scheduled hours in the pay period during which the holiday falls.

## **OVERTIME**

The Employer shall compensate Overtime-eligible employees at the rate of one and one-half times (1½) their regular hourly rate of pay, including any pay differential, for hours worked in excess of their regularly designated workday or workweek if they are on a variable or innovative schedule agreement.

Overtime will be administered in accordance with NRS 284.100.

For purposes of this Article, "hours worked" includes all hours in a pay status.

If Overtime is required, the Employer shall first offer Overtime to the employees at the work site who are most qualified to perform the necessary tasks.

If more than one equally qualified employee volunteers to work an Overtime assignment, the Overtime shall be assigned based on the order of highest continuous State seniority, during an emergency situation and rotated in a fair and equitable manner.

If no volunteers are available, then the Employer will designate employees who are capable and qualified to perform the work based on reverse continuous State seniority. Mandatory Overtime assignments shall be rotated in a fair and equitable manner.

The Employer shall have the right to require employees to work Overtime consistent with this Agreement.

## **SHIFT DIFFERENTIAL PAY**

Employees who are assigned a regular work schedule that includes working between the hours of 6:00 pm and 7:00 am shall be paid, in addition to their regular hourly rate of pay, \$1.00 per hour for each hour of work between 6:00 p.m. and 7:00 a.m. unless a higher rate is in effect in which case the higher rate shall be paid.

## **SPECIAL ADJUSTMENTS TO PAY**

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The start of the consecutive working days will occur based on the first day the employee is actually working and has assumed the “acting” operational responsibilities.

Employees in a class series will only be authorized to be temporarily assigned to an acting position that is the immediate classification above their current classification, unless the number of personnel in the unit or division restricts this ability and it is mutually agreed to by the Employer and the Union.

An Acting Pay assignment may not last longer than six (6) months.

### **Bilingual Pay**

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Employees who receive a Special Adjustment to Pay (Bilingual Pay) agree to participate in a State-wide list whereby they may be called upon to provide interpretation services to other Departments or Divisions.

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## Revisions to Article X

# Article X - Compensation

### **SALARY PAYMENT**

The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employee pay rates are set within a salary grade at a specific step.

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Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 14, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Tiffany Smorra, Executive Branch Budget Officer  
Governor's Finance Office, Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

JS

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

**DEPARTMENT OF ADMINISTRATION –  
DIVISION OF HUMAN RESOURCE MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Branch Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Nevada Police Union (NPU) for Bargaining Unit G effective July 1, 2021.

Additional Information:

NRS 288, through Senate Bill 135 of the 2019 Legislature, grants certain state employees the right to organize and collectively bargain, requiring the State to recognize and negotiate wages, hours and other terms and conditions of employment with labor organizations that represent state employees and to enter into written agreements evidencing the result of collective bargaining, and requires that a new CBA be approved by the Board of Examiners at a public hearing. NPU was certified the exclusive representative for the state employees in Bargaining Unit G, and this agreement is the result of negotiations on their behalf.

The estimated fiscal impact for the two percent COLA for Fiscal Year 2023 is \$767,926. The estimated fiscal impact for the Longevity Bonus is \$222,000 for Fiscal Year 2023. As employee's education levels are not readily available, \$745,200 is the maximum fiscal impact for Education Bonus.

NRS 288.505 (1) (c) states a Collective Bargaining Agreement (CBA) must include “a non-appropriation clause that provides that any provision of the collective bargaining agreement which required the Legislature to appropriate money is effective only to the extent of legislative appropriation.”. Article XXIX – Non-Appropriation, of the NPU CBA, provides for this non-appropriation clause.

Statutory Authority:

NRS 288.555, subsection 1, NRS 288.505 (1) (c)

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



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



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Division of Human Resource Management***  
209 E. Musser Street, Suite 101 | Carson City, Nevada 89701  
Phone: (775) 684-0150 | <http://hr.nv.gov> | Fax: (775) 684-0122

**MEMORANDUM**

February 1, 2022

TO: Clerk of the Board of Examiners

THROUGH: Frank Richardson, Administrator, Division of Human Resource Management

FROM: Mandee Bowsmith, Deputy Administrator, Labor Relations Unit

SUBJECT: Consideration and Approval of the Nevada Police Union Collective Bargaining Agreement (CBA)

---

Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the Nevada Police Union (NPU) began negotiations for a collective bargaining agreement (CBA) in November 2020.

In May 2021, the parties declared impasse over three proposals: Compensation, Seniority, and Body Cameras.

In July 2021, the parties submitted pleadings before an arbitrator. The arbitrator rendered a decision whereby the parties were instructed to come to agreement on Seniority, the Body Camera language put forward by the State was accepted, and the Compensation language put forward by the NPU was accepted.

The State of Nevada appealed the arbitrator's decision to District Court. The District Court upheld the arbitrator's decision and awarded attorney's fees and costs to the NPU.

The State of Nevada has made the decision not to appeal the District Court decision to the Nevada Supreme Court.

### Request in Front of the Board

Pursuant to NRS 288.555<sup>1</sup>, the Division of Human Resource Management (DHRM), Labor Relations Unit (LRU) is respectfully placing the NPU CBA, covering employees in Bargaining Unit G, in front of this Board for review and approval.

### Implementation of the CBA

All non-economic provisions of the CBA will become effective retroactively to July 1, 2021.

### Fiscal Impact

The Executive Department is unable to determine the specific total fiscal impact this CBA will have on Department/Division Budgets as employee's level of education is not readily available.

Thank you for your consideration.

Attachments: NPU Collective Bargaining Agreement  
NPU Ratification Certification

---

<sup>1</sup> **NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.**

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
  - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
  - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
  - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

# NPU Arbitration

## Arbitrator's Final Order

### Estimated Fiscal Impact

#### Case Number: 210124-03033

Bargaining Unit: G  
Effective: 7/1/2022

Cost of Living Allowance (COLA) Increase included in "Pay Bill", AB 493 1.00%

Additional COLA Increase awarded through arbitration: 1.00%

Total COLA Increase 2.00%

Longevity Bonus: \$ 1,500 More than 10 years State service as of 7/1/22  
Education Bonus: \$ 900 Bachelor's Degree  
Education Bonus: \$ 500 Associates's Degree

#### FY23 COLA Increase

	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>	
COLA increase awarded in arbitration	\$ 1,130,656	\$ 405,196	\$ 1,535,852	2% COLA
COLA increase included in "Pay Bill"	(565,328)	(202,598)	(767,926)	Less 1% COLA
Total Fiscal Year 2023 fiscal impact	\$ 565,328	\$ 202,598	\$ 767,926	

<u>Department</u>	<u>Full Time Equivalent (FTE) Employees with the State more than 10 yrs</u>	<u>Longevity Bonus</u>	<u>Total FTE Employees in Bargaining Unit G</u>	<u>Education Bonus</u>
Parole & Probation	37	\$ 55,500	253	\$ 227,700
Investigation Division	6	9,000	19	17,100
Department of Public Safety	1	1,500	12	10,800
Fire Marshal	1	1,500	4	3,600
Parks Division	3	4,500	26	23,400
Wildlife Department	8	12,000	33	29,700
Highway Patrol	84	126,000	394	354,600
Capitol Police	1	1,500	20	18,000
Nevada System of Higher Education	7	10,500	67	60,300
<b>Total</b>	<b>148</b>	<b>\$ 222,000</b>	<b>828</b>	<b>\$ 745,200</b>
% of total employees	17.87%			



ESTABLISHED IN 1972,  
UNIONIZED IN 2020.

February 14, 2022

State of Nevada Board of Examiners  
Capitol Building  
Old Assembly Chambers  
101 North Carson Street  
Carson City, Nevada 89701

Dear Board of Examiners,

The Nevada Police Union ratified its negotiated Collective Bargaining Agreement with the State of Nevada. The vote ended on 12/22/2021 at 5pm. Below are the results:

**Please vote to ratify the Collective Bargaining Agreement that was negotiated between the Nevada Police Union and the State of Nevada**

**Votes** (425 voters)

Yes 95% (237 votes)

No 5% (13 votes)

Please feel free to contact me at [admin@nevadapoliceunion.com](mailto:admin@nevadapoliceunion.com) if you have any questions.

Sincerely,

Reesha Powell  
Executive Director  
Nevada Police Union



**NEVADA**  
**POLICE UNION**

**State of Nevada**  
**&**  
**Nevada Police Union (NPU)**  
**Collective Bargaining Agreement**  
**July 1, 2021 – June 30, 2023**

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# Preamble

This collective bargaining agreement (CBA) is entered into on July 1, 2021, between the Nevada Police Union (NPU), herein referred to as the "Union," and the State of Nevada, herein referred to as the "State" or the "Employer". It is the intent and purpose of this Agreement to promote sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly peaceful means of resolving misunderstandings or differences which may arise, and to set forth pursuant to the provisions of NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment. The Preamble is not subject to grievance under Article XVIII, Grievance Procedure.

## Article I Union Recognition

In accordance with the provisions of NRS 288, the State has recognized and does recognize the Union as the exclusive bargaining representative of all job classifications determined to be part of "Unit G" and listed in Appendix A, titled "Job Classifications Eligible for Membership in the Nevada Police Union (NPU)."

This Agreement does not cover any statutorily excluded job classifications, or any job classifications not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The Employer may establish additional job classifications which may be included in Appendix A, and/or may make changes to an existing bargaining unit job classification. Any proposed changes to the job classifications listed in Appendix A will be noticed to the Union within thirty (30) calendar days of the effective date of the change.

### Non-Discrimination

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, status as a veteran, status as a veteran separated from military service under conditions other than dishonorable, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental, or physical disability, genetic information, status as a victim of domestic violence, sexual assault, or stalking, or because of the participation or lack of participation in Union activities or affiliation. Bona fide occupational qualifications based upon the above traits do not constitute a violation of this Article.

Employees who feel they have been the subject of discrimination may file a complaint using the procedure outlined in Article \_\_, Workplace Behavior.

## Article II Management Rights

It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate and to command and direct employees. Nothing in this Article shall modify any other portion of this Agreement or supersede any provisions of NRS 288.150.

The powers, duties, rights, and responsibilities include, but are not limited to, the following pursuant to NRS 288.150:

1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
2. The right to reduce in force or lay off any employee because of lack of work or lack of money.
3. [The right] to determine appropriate staffing levels and work performance standards, except for safety considerations.
4. [The right] to determine the content of the workday, including without limitation workload factors, except for safety considerations.
5. [The right] to determine the quality and quantity of services to be offered to the public and the means of offering those services.
6. [The right] to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.
7. [The right] to determine training needs, methods of training, and the employees to be trained.
8. [The right] to plan, direct, schedule, command, supervise, and control the service operations furnished by employees of the Employer and to ensure appropriate services and the safety of the public.
9. And, [the right] to establish and govern reasonable rules and regulations pertaining to on and off-duty employment and conduct.

## **Article III Union Dues**

### **A. Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

### **B. Union Dues Deduction**

There shall be dues deductions by the State.

Deduction of Union Dues is strictly a voluntary deduction.

The Union will provide the Employer with a copy of the employee's signed membership card.

The Union will provide the designated pay center for the employee's Department or Division the percentage and maximum dues amount to be deducted from the employee's paycheck.

Within thirty (30) calendar days of receipt of the completed and signed membership card, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.

The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

If there is any change in the amount to be deducted for Union dues, the Union will notice the Employer within forty-five (45) calendar days.

## **C. Status Reports**

The Employer will provide the Union with a report in electronic format each pay period with the following information:

1. Employee name.
2. Mailing address.
3. Employee job title.
4. Department and Division.
5. Official duty station or work site.
6. Work phone number
7. Work email address.
8. Date of hire.
9. Pay grade.
10. Pay step.
11. Seniority date.
12. Separation date.

Information provided pursuant to this Section will be maintained by the Union in confidence according to federal and state law.

The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

## **D. Revocation**

An employee may revoke their authorization for payroll deduction of Union dues by written request to the Union in accordance with the terms and conditions of their signed membership card.

Upon receipt by the Employer of the confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, subsequent to the revocation.

## **E. Indemnification**

The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to the deduction of Union dues or fees and any and all issues related to Union disclosure of employee information from status reports.

The Employer agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

## **Article IV Hiring & Appointments**

The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statute. Candidates for positions in the classified service will be evaluated on the basis of experience, character, education, and any other factors relating to their ability to perform the duties of the position.

### **A. Promotions, Transfers, & Demotions**

The Employer will abide by NRS and NAC 284 when promoting, transferring, or demoting employees covered under this Agreement.

## **Article V Records Management**

The Employer has the authority to maintain files on each employee.

An employee may examine their own file(s), excluding administrative investigation, background investigation files, by contacting their Departmental or Divisional Human Resources Office and/or the appropriate Central Records Unit.

The Employer will provide access to the file(s) as soon as possible but not more than ten (10) business days from the date of request, absent exigent circumstances. Review of the file(s) will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s).

Written authorization is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any

contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable.

The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For detailed information, visit the DHRM Central Records website.

## **A. File Types**

The following are the types of files that may be maintained on each employee and may be available for review.

### **1. Medical File**

Medical Files are maintained by the employee's Department or Division and will be kept separate and confidential in accordance with federal and state law.

### **2. Payroll File**

Comprehensive payroll records will be maintained for each employee by the appropriate Central Records Unit.

### **3. Personnel File**

One (1) official Departmental or Divisional Personnel File will be maintained by the Employer for each employee. One (1) official central Personnel File may also be maintained for each employee. Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. The Departmental or Divisional Personnel File may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

No unfavorable comments or documents will be placed in an employee file unless:

- The employee has read and initialed the comment or document;
- or,

- If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and

- The employee is allowed to produce a written response that shall be placed in the employee file.

The supervisor may notify the employee of documentation being maintained in the Supervisor File via email and the employee may respond via email with

their written response to be attached to the documentation.

#### **4. Supervisor File**

Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, any other performance documentation that is appropriate [such as] a Performance Improvement Plan (PIP) or Last Chance Agreement (LCA).

The confidentiality and security of Supervisor Files will be maintained to the extent allowed or required by law.

The Supervisor File may be made available to the employee upon request.

No unfavorable comments or documents will be placed in a Supervisor File unless:

- The employee has read and initialed the comment or document;
- or,

- If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and

- The employee is allowed to produce a written response that shall be placed in the employee file.

Supervisory notes in a file shall be removed after an annual evaluation.

The supervisor may notify the employee of documentation being maintained in the Supervisor File via email and the employee may respond via email with their written response to be attached to the documentation.

#### **5. Training Files**

The Employer may maintain a record of all training the employee has taken while in active service. Employees are responsible for keeping records of their training certifications.

#### **6. Recordkeeping for the purposes of disciplinary action, promotion, or transfer :**

A Letter of Instruction will be considered for the purposes of evaluating disciplinary action no later than twelve (12) months from the date of issuance, so long as discipline did not result from non-compliance with the Letter of Instruction.

An Oral Warning will be considered for the purposes of evaluating further disciplinary action no later than eighteen (18) months from the date of issuance, so long as further discipline did not result for similar violations.

An Oral Warning may be considered for the purposes of promotion or transfer no later than eighteen (18) months from the date of issuance.

A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than thirty-six (36) months from the date of issuance, so long as further discipline did not result for similar violations.

A Written Reprimand may be considered for the purposes of promotion or transfer no later than thirty-six (36) months from the date of issuance.

Suspensions, demotions, and any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases. The Employer shall, however, consider the severity of the incident of unlawful discrimination, harassment, interactions with the public, or excessive force, the record of the officer otherwise, and any improvements the employee has made over their career consistent with progressive discipline.

Any investigation that results in a finding of fact of "Unfounded," "Exonerated," or "Not Sustained" shall not be made part of an employee's Departmental or Divisional Personnel File or Supervisor File and shall not be considered as evidence in a subsequent investigation of that employee on a different matter.

Any investigation that results in a finding of fact of "Sustained," "Sustained, Other," "Exonerated, Other," "Resolved," or "No Finding" may be included in an employee's Departmental or Divisional Personnel File and Supervisor File and may be considered in a subsequent investigation of that employee on the same or a similar matter.

## **B. Confidentiality**

The Employer will safeguard all records unless they are deemed available for public dissemination in accordance with federal and state law or court order.

## **C. Public Records**

The DHRM, or the appropriate Departmental or Divisional Central Records Unit, maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This record is considered non-confidential and may be available for inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the employee's Departmental or Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. However, if the record is released for public dissemination or inspection, then any information deemed confidential by statute or case law will be redacted prior to release.

# **Article VI Hours of Work**

This Article outlines the general administration of hours of work and shall not be construed as an exhaustive representation of the Employer's policies and procedures regarding hours of work foremployees. Department or Division-specific policies, Standing Orders (SO's), or Administrative Regulations (AR's) should be consulted when employees need detailed information.

## **A. Work Schedules**

The official workweek for the purposes of payroll begins on each Monday at 0001 hours and ends at 2359 hours on the following Sunday.

Regular work schedules for employees covered under this Agreement may consist of one of the following combinations of daily work hours, meal breaks, and rest periods during a workweek:

Eight (8) hours per workday, five (5) days per workweek, with two (2) consecutive RDO's.

Ten (10) hours per workday, four (4) days per workweek, with three (3) consecutive RDO's. A forty (40) hour per workweek variable and flexible schedule.

An eighty (80) hour per pay period variable and flexible schedule.

Absent exigent circumstances, employees shall have a minimum eight (8) hour break between shifts.

Employees covered under this Agreement are responsible for checking their Department or Division scheduling calendars to ensure they report for duty as required.

## **B. Meal Breaks for DCNR/Parks, NDPS, & NSHE**

The Employer and the Union agree to Meal Breaks that vary from and supersede the Meal Break requirements of federal and state law.

Meal Breaks for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes of paid time and will be scheduled as close the middle of the work shift as possible. Employees working three (3) or more hours longer than their regularly scheduled workday will be allowed an additional thirty (30) minute Meal Break.

Employees covered under this Agreement that are currently allowed to take a thirty (30) minute paid Meal Break under Department or Division policy will continue to have a thirty (30) minute paid Meal Break.

Employees covered under this Agreement that are currently allowed to take a sixty (60) minute paid Meal Break under Department or Division policy will continue to have a sixty (60) minute paid Meal Break.

When an employee's Meal Break is interrupted by work duties, they will be allowed to resume their Meal Break following the interruption, if possible, to complete their allotted Meal Break period.

Meal Breaks may not be used for late arrival or early departure from work and Meal Breaks and Rest Periods will not be combined.

## **C. Rest Periods for DCNR/Parks, NDPS, & NSHE**

The Employer and the Union agree to Rest Periods that vary from and supersede the Rest Period requirements of federal and state law.

Employees will be allowed one (1) Rest Period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest Periods do not require relief from duty. Rest periods will be paid.

Where the nature of the work allows employees to take intermittent Rest Periods equivalent to fifteen (15) minutes for each one-half (1/2) shift of three (3) hours or more, scheduled Rest Periods are not required.

Rest Periods may not be used for late arrival or early departure from work and Rest Periods and Meal Breaks will not be combined.

## **D. Meal Breaks for NDOW**

NDOW employees shall be entitled to a minimum of thirty (30) minutes for an unpaid Meal Break during their shift. An employee unable to take their Meal Break due to operational needs will be compensated appropriately.

Meal Breaks may not be used for late arrival or early departure from work and Meal Breaks and Rest Periods will not be combined.

## **E. Rest Periods for NDOW**

NDOW employees are generally entitled to two (2) fifteen (15) minute Rest Periods during their shift.

Rest Periods may not be used for late arrival or early departure from work and Rest Periods and Meal Breaks will not be combined.

## **F. Daily Work Shift Changes**

The Department or Division may adjust an employee's daily start and/or end time(s) if operational necessity dictates such change.

## **G. Temporary Schedule Changes**

An employee's workweek and/or work schedule may be temporarily changed with prior notice from the Department or Division.

A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Employees will receive three (3) calendar days' notice of any temporary schedule change via memorandum and/or email and/or telephone call and/or text message, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of a temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.

An employee scheduled to work during the Daylight Savings time changes will have the option to adjust their shift to ensure a full shift is worked or complete a leave slip for one (1) hour of either Compensatory Time or Annual Leave to accommodate the short day. For the extended day, an employee is required to either adjust their shift, or complete a Compensatory Time or Overtime slip, whichever the employee decides, after working the extra hour.

Adjustments in the hours of work of daily work shifts as described in the Subsection above during a workweek do not constitute a temporary schedule change.

Adjustments in the hours of work of daily work shifts or a workweek when staffing is required due to major incidents or calls for service do not constitute a temporary schedule change.

## **H. Permanent Schedule Changes**

An employee's workweek and work schedule may be permanently changed with prior notice from the Department or Division.

An employee will receive twenty-one (21) calendar days' notice via memorandum, email, and/or telephone call, of a permanent schedule change. This notice will include the reason for the schedule change. The day notice is given is not considered part of the notice period. The employee must acknowledge receipt of a permanent schedule change by informing their supervisor of such acknowledgement within the twenty-one (21) calendar day notice period. During that notice period, the employee may request a meeting with their supervisor to discuss potential hardships or family needs that the supervisor may consider relative to a permanent schedule change.

Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

## **I. Employee Requested Schedule Changes**

An employee may make a "flex request" wherein they ask for a flexible start or end time to their shift on a specific day. The Department or Division may approve or disapprove such request based on operational need.

An employee's workweek and work schedule may be changed at their request and with the Department's or Division's approval, provided the Department's or Division's operational needs are met and no Overtime expense is incurred.

## **J. Time Reporting**

Employees shall provide an accurate accounting of the hours worked and leave used during a payperiod using the appropriate timekeeping process as determined by the Department or Division. Entries must be made to account for all hours in the pay period and shall include the specific times at which their shift started and ended.

Employees working an Overtime assignment will have the choice between paid Overtime and Compensatory Time. All Overtime assignments must be pre-approved unless an unpredictable emergency prevents prior approval and communication. If paid Overtime is unavailable due to budget constraints, employees who have agreed to work for Compensatory Time in lieu of paid Overtime will be offered Overtime assignments. An employee will not be retaliated against or punished for refusing to work for Compensatory Time.

"Off-the-clock" work is prohibited and failure to accurately record working time is grounds for discipline.

## **K. Shift Bid Process**

Department or Division-specific shift bid processes are in Appendix \_ of this Agreement.

## **L. Shift Trade**

Department or Division-specific shift trade procedures are in Appendix \_ of this Agreement.

# **Article VII Seniority**

Seniority shall be based on total continuous State of Nevada service in a Category I Peace

Officer position.

Seniority shall be considered, subject to emergencies, operational needs, and safety, for the purposes of scheduling, shift bid, or leave as a "tie-breaking" mechanism when Departments or Divisions are approving or disapproving requests. Both parties understand that a tie breaker may not be applicable to every request.

Departments with shift bid processes will provide a shift bid list with at least 50% of the shift assignments available for bid by seniority.

Employees with more State seniority may make such selections over employees with less State seniority. If such selection process results in less than a minimal number of employees possessing the required skills and abilities being available to work on any particular shift, such minimal number shall be selected from among employees possessing the required skills and abilities by reverse State seniority.

Departments may assign staff to shifts based on training, experience, and special assignments to ensure best practices and public safety. The Employer has the right to reassign employees to shift assignments as required due to operational need and cross-training.

## **Article VIII Safety & Health**

### **A. General Provisions**

The Employer, employee, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

The Employer will provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and Nevada Peace Officer Standards & Training (POST).

Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.

The Department or Division may direct employees to use leave in accordance with Article \_\_, Leave, Sick Leave, when employees self-report a contagious health condition.

The Department or Division may direct employees to use leave in accordance with Article \_\_ Leave, Administrative Leave or Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment. This leave shall be paid consistent with Department or Division policy.

When a worksite is impacted by a critical incident, the Department or Division will provide

the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP). Employees may request the use of available leave banks, including Administrative Leave, should they need time away from work due to a critical incident, at the Employer's discretion.

## **B. Personal Protective Equipment (PPE)**

The Department or Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients.

The Department or Division will provide employees with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use.

Employees will abide by all requirements set forth by the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

The Employer will follow its policies and procedures regarding safety training for all employees. The Employer will form a joint Safety Committee in accordance with OSHA, NOSHA, the Employer's Risk Management Division requirements, and Article \_\_, Union/Management Communications Committees.

## **C. Safety Committees**

Safety Committees are intended to provide a forum for the Employer, employees, and the Union to communicate about issues that arise relative to the safety of the working environment.

Safety Committees will be made up of representatives from the Employer, the Union, and employees in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).

Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division head, or designee, for review and action, as necessary. The Department or Division head, or designee, will report follow-up action/information to the Safety Committee.

## **D. Ergonomic Assessments**

At the request of the employee, the employee's Department or Division will ensure that an ergonomic assessment of their workstation is completed. Solutions to identified issues/concerns will be implemented within available resources.

## **E. Physical Standards – Category I Peace Officers**

Employees in job classifications eligible for membership under this Agreement are responsible for maintaining their bodies to the appropriate physical standards as indicated in Nevada POST, the NRS, and applicable Department or Division policies.

The Employer and Category I Peace Officers are required to adhere to NRS 617 and the State of Nevada's Workers' Compensation Program administered by the Risk Management Division.

## **Article IX Compensation**

All employees this Agreement covers shall have all compensation protection and requirements provided by existing State and Federal law. Nothing in this Agreement shall be construed as limiting existing compensation law and policy governing employees.

### **A. Salary Payment**

The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employee pay rates are set within a salary grade at a specific step.

Appendix \_\_\_\_, "Salary Schedules for Bargaining Unit G" details the salary schedule for employees covered under this Agreement.

Effective the first full pay period in July 2022, the salary schedule for Bargaining Unit G will reflect an increase of two percent (2%).

Employees covered under this Agreement who have continuous State service of more than ten (10) years on July 1, 2022, will receive annual longevity bonus payments of one-thousand five hundred dollars.

Employees covered under this Agreement who have a bachelor degree will receive an annual education bonus payment of nine-hundred dollars beginning on July 1, 2022.

Employees covered under this Agreement who have an associate degree will receive an annual education bonus payment of five-hundred dollars beginning on July 1, 2022. An employee who has a bachelor's degree will not be eligible for a bonus based on their associate degree.

Any uniform allowance checks shall be paid in a separate check.

### **B. Salary Administration**

The appropriate Central Pay Center is responsible for the administration of salaries in accordance with State policies and this Agreement. This Article is intended to provide general information regarding compensation. As such, the information herein shall not be construed as an exhaustive representation of the Employer's compensation plan.

### **C. Salary Rate Upon Initial Appointment**

Upon initial appointment, an employee will be placed Step 1 at the appropriate salary grade for their job classification, subject to the provisions of NAC 284.204.

### **D. Salary Rate Upon Promotion**

Upon promotion to a position in a higher job classification an employee will be placed at the lowest step in the higher salary grade that either is the same step held in the former grade or is at a step which is the equivalent to an increase of two (2) steps above the step held in the former grade, whichever is higher.

### **E. Salary Rate Upon Demotion**

Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.

Upon demotion for failure to complete a Trial Service Period, the employee will be placed in their former job classification and salary grade at their previous step but will have their pay increased by any steps they would have received if they had not been serving a Trial Service Period for a promotional position.

Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification, in accordance with NAC 284.173.

### **F. Merit Pay Increase**

#### **1. General Provisions**

An employee who successfully completes twelve (12) months of satisfactory service, excluding Overtime, after initial appointment or promotion to a position, will be eligible for a merit pay increase within their salary grade on their pay progression date, and annually thereafter.

Merit pay increases are not automatically awarded to employees. Merit pay increases will not exceed the maximum of the range of the salary grade of the employee's job classification.

To be eligible for a merit pay increase, the employee must meet a satisfactory level of performance and competence during the twelve (12) month period prior to their performance

evaluation.

## **2. Denial of Merit Pay Increase**

If an employee receives a performance evaluation stating that their performance and competence is substandard, the Employer may withhold the merit pay increase. If the Employer denies a merit pay increase, the employee and the Union will be noticed in writing of the specific reasons for the denial. The employee may request a review of this denial by the Department or Division head, or designee, within ten (10) calendar days of receipt of the notice of denial. A meeting to discuss the review by the Department or Division head, or designee, will be scheduled within ten (10) calendar days of receipt of the request to review. The employee may request a Union Steward be present at the review meeting. The determination of the Department or Division head, or designee, is final. Denial of step increase is not subject to grievance under Article \_\_\_, Grievance Procedure.

## **3. Delay of Merit Pay Increase**

The Employer and the Union agree that if there is a delay in a merit pay increase being reflected on the employee's paycheck due to administrative delay or clerical error, the Employer will adjust the employee's paycheck appropriately to reflect retroactive payment of the merit pay increase to the proper effective date.

## **G. Callback Pay**

Callback pay will be administered in accordance with NAC 284.214.

## **H. Compensatory Time**

Compensatory Time will be administered in accordance with NAC 284.

The maximum amount of Compensatory Time accrual is two hundred forty (240) hours.

## **I. Dangerous Duty Pay**

Dangerous Duty Pay will be administered in accordance with NAC 284.208.

## **J. Overtime**

Overtime is defined in accordance with NRS 284.100 180.

## **K. Special Adjustments to Pay**

The maximum Special Adjustment to Pay and/or Special Assignment Pay for any employee is ten percent (10%) of their regular hourly rate of pay.

### **1. Field Training Officer (FTO) Pay**

An employee assigned to be an FTO may be eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (FTO Pay) for the hours spent in FTO status.

### **2. K-9 Pay**

Employees assigned to K-9 duty are eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (K-9 Pay).

### **3. Motors Pay**

An employee who is assigned to motorcycle duty may be eligible to receive a Special Adjustment to Pay (Motors Pay) equivalent to five percent (5%) of their regular hourly rate of pay.

## **L. Standby Pay**

An Overtime-eligible employee is considered to be on standby status in accordance with NAC 284.218.

## **M. Equipment & Weapons**

### **1. General Provisions**

The Department or Division will supply a list of approved types of weapons an employee can carry while on duty. An employee may choose to carry any weapon from this list while on duty so long as they maintain the appropriate training, certifications, and qualifications for that weapon.

The Department or Division Armorer will be responsible for maintenance and repair of State-issued weapons and will stock replacement weapons and ammunition for use when weapons become unserviceable.

Employees who choose to use a personal weapon as their duty weapon are responsible for maintenance of that weapon, as well as insuring that weapon meets the appropriate standards for use and maintenance as proscribed by Department or Division policy. Additionally, employees who choose to use their personal weapon must maintain the appropriate training, certifications, and qualifications for that weapon.

A State-issued weapon that is damaged or destroyed as a result of a duty related incident will be replaced by the Department or Division. If the incident giving rise to the need for a replacement weapon is a result of negligence, the employee may be subject to disciplinary action.

An employee retiring from the State service may elect to purchase their State-issued duty-firearm.

The Employer will provide body armor for employees covered under this Agreement.

Employees who wish to purchase upgraded body armor may be eligible for reimbursement up to the cost equivalent to the Employer-provided body armor, per the life of the body armor as detailed by the manufacturer.

## **2. Equipment Replacement**

The Employer will replace Employer-provided equipment on a regular schedule as defined in Department or Division policy and procedure, or as determined by the Employer, as needed due to normal wear and tear in the course and scope of the employee's duties.

Reimbursement for employee personal equipment ~~may will~~ may be granted by the Department or Division if said equipment is damaged during the normal course and scope of duty.

Employees must submit a report detailing how the personal equipment was damaged to their Department or Division for approval or disapproval within three (3) working days of the date the incident occurred.

## **N. Uniforms**

### **1. General Provisions**

Employees covered under this Agreement are required to wear uniforms.

The Employer will determine and provide all uniform pieces and gear or provide a Uniform Allowance, if applicable, for employees to purchase uniform pieces and gear from authorized vendors.

The State shall provide its existing uniform allowance which shall be paid to Union members in a check separate from their paycheck.

### **2. Uniform Replacement**

The Employer will provide for the replacement of uniform items on a regular schedule as defined in Department or Division policy and procedure, or as needed due to normal wear and tear in the course and scope of the employee's duties.

# Article X Leave

## Part I – Paid Leave

### A. Administrative Leave

The Employer has the right to place an employee on paid Administrative Leave in accordance with NAC 284.589.

An employee on paid Administrative Leave is required to be available to their supervisor during their leave.

### B. Annual Leave

Employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued leave is subject to the maximum as stated in NRS.

Employees will be eligible to use Annual Leave after completion of six (6) months of continuous full-time service.

#### 1. Accrual

For each calendar month of full-time continuous service, a regular full-time employee is entitled to accrue Annual Leave as follows:

Years of Continuous Service	Annual Leave Accrual
0 to 10 years	1¼ days per month
10 years to 15 years	1½ days per month
15 years to 20 years	1¾ days per month
20 years or more	2 1/4 days per month

#### 2. Annual Leave Usage

Employees must submit Annual Leave requests in writing using the approved method dictated by their Department or Division. The Department or Division has the authority to approve or disapprove Annual Leave requests if business or operational needs dictate such action.

#### 3. Annual Leave Cash Out

Upon separation from State service, excluding dismissal for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the

employee has six (6) months of continuous full-time service.

Upon the death of an employee in State service, the employee's estate will be compensated in a lump sum payment for any accrued but unused Annual Leave hours in the employee's Annual Leave bank.

## **C. Catastrophic Leave**

An employee may qualify for Catastrophic Leave if they or a member of their immediate family is affected by a serious illness, accident, or motor-vehicle crash which is life-threatening or which requires a lengthy convalescence, or there is a death of an immediate family member.

In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.

An employee may donate to their specific employing Departmental or Divisional Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.

Employees are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donation.

## **D. Civil Leave**

No civil or criminal case in which the employee has a personal interest shall be covered by this Section of the Agreement.

### **1. Jury Duty**

An employee who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable. If the employee must serve during a regularly scheduled workday they will be entitled to their regular hourly rate of pay for their regularly scheduled daily work hours and will be allowed to retain any compensation awarded by the court for jury service.

When an employee who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the supervisor will modify the employee's work schedule according to one (I) of the alternative work schedules below:

#### **Working Prior to Jury Duty Reporting Time**

If the employee is assigned to the graveyard shift and is ordered to appear for jury duty the same day, they will be relieved of duty no less than eight (8) hours prior to their scheduled jury duty appearance time; or,

#### **Working After Jury Duty Reporting Time**

If the employee is assigned to the graveyard shift and is ordered to appear for jury duty the same day, they will have their reporting time adjusted for the actual time spent serving jury duty. The employee will report late to the next shift the same number of hours spent serving jury duty. Employees will notice the on-duty supervisor of the number of hours needed for the shift adjustment as soon as they are released from their appearance in court.

In the event the employee serves for four (4) or more hours on the day of their appearance for jury duty, including their time going to and returning from the place where the court was held, the employee shall be relieved of duty for the entire shift.

### **2. Voting**

Civil Leave will be granted if an employee needs time away from work to vote and it is impractical to vote before or after their scheduled work shift.

## **E. Compensatory Time**

As defined in Article \_\_ , Compensation.

## F. Holidays

Employees will be provided the following paid non-working holidays per year:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day Observed	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	The Friday immediately following the fourth Thursday in November
Christmas Day	December 25

### 1. Holiday Pay

Full-time employees will be compensated at their regular hourly rate of pay for hours they are scheduled to work on a designated holiday even though they do not work.

### 2. Holiday Premium Pay

In addition to holiday pay, full-time employees who actually work on a designated holiday will be compensated at their regular hourly rate of pay for their regularly scheduled work hours.

### 3. Holiday Observance Days

For full-time employees with a Monday through Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a designated holiday falls on a Sunday, the succeeding Monday will be observed as the holiday.

For full-time employees who do not have a Monday through Friday work schedule, when a designated holiday falls on their scheduled workday, that day will be considered the holiday. When a designated holiday falls on the employee's RDO, the Department or Division will treat the employee's workday immediately before or immediately after as the holiday.

An employee may request an alternate day off as their holiday if the requested day off falls within the same pay period as the holiday. The Department or Division may approve or disapprove the request.

The holiday for graveyard shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the Department or

Division. The holiday will start either at the beginning of the scheduled graveyard shift that begins on the calendar day designated as the holiday, or the beginning of the shift that precedes the calendar day designated as the holiday.

The holiday for graveyard shift employees will be the same for all graveyard shift employees in a facility.

#### **4. Holiday Compensation Rules**

Part-time employees who begin employment before and remain employed after the designated holiday will be compensated in cash or Compensatory Time for the holiday in an amount proportionate to the time they were in pay status during the month prior to the holiday.

Full-time employees who are employed before the holiday and are in full pay status for eighty (80) non-Overtime or non-standby hours during the pay period, not counting the holiday, or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday.

Employees who resign, are dismissed, or are separated before a holiday will not be compensated for the holidays occurring after the effective date of the resignation, dismissal, or separation.

## **G. Military Leave**

Employees who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) working days during each twelve (12) month period.

Employees who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) working days during each twelve (12) month period.

The twelve (12) month period will begin on the day the employee has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.

Employees will provide a copy of any orders for military duty to their Departmental or Divisional Human Resources Office.

An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## **H. Sick Leave**

### **1. Accrual**

A full-time regular employee in continuous full-time service, excluding Overtime, will accrue Sick Leave at the rate of ten (10) hours per month.

### **2. Carry Forward & Transfer**

Employees will be allowed to carry forward, from year to year of service, any unused Sick Leave allowed under this Article, and will retain and carry forward any unused Sick Leave accumulated prior to the effective date of this Agreement. When an employee moves from one State Department or Division to another, regardless of status, their accrued Sick Leave will be transferred to the new Department or Division for their use.

### **3. Sick Leave Use**

Sick Leave will be charged in one-tenth ( 1/10th) of an hour increments and may be used for the following reasons:

Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.

Time away from work to attend personal medical or dental appointments.

Time away from work to care for family members as allowed under the Family and Medical Leave Act (FMLA). Family member is defined to include:

Child.

Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

Spouse.

Registered domestic partner.

Grandparent.

Grandchild.

Sibling.

Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an

employee's child's school or place of care has been closed for such a reason.

Time away from work to attend preventive health care appointments of household members, up to one (1) day for each occurrence, if arranged in advance with the Department or Division.

Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.

Time away from work to be with member(s) of the employee's household who experience injury or illness.

#### **4. Sick Leave Reporting, Certification, & Verification**

Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead of time, should be requested as far in advance as practicable. For unexpected Sick Leave, an employee must promptly notice their supervisor on the first day of Sick Leave and each day thereafter unless there is mutual agreement to do otherwise.

An employee returning to work after any Sick Leave absence may be required to provide written certification from their treating health care provider that clearly states that they are able to return to work and perform the essential functions of their job, with or without reasonable accommodation.

If medical certification or verification is required for employees in Overtime-eligible positions, it shall be in accordance with the provisions of this Agreement.

#### **5. Sick Leave Abuse**

The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.

Supervisors are expected to monitor employee usage of Sick Leave and may hold a Coaching & Counseling session, issue a Letter of Instruction, Oral Reprimand, or Written Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental or Divisional Penalties & Prohibitions.

When a supervisor suspects Sick Leave abuse they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.

If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article \_\_, Discipline.

The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in

discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department or Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.

## **6. Sick Leave Cash Out**

An employee who leaves or retires from State service may receive a cash out of Sick Leave hours pursuant to NRS 284.355.

## **I. Union Business Leave**

See Article \_\_, Union Activities.

## **J. Union Collective Bargaining Leave**

See Article \_\_, Union Activities.

## **K. Union Grievance Leave**

See Article \_\_, Union Activities.

## **L. Work-Related Injury Leave (Workers' Compensation)**

### **1. General Provisions**

This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.

If an employee incurs a work-related injury or illness they must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the C-1 Notice of Injury or Occupational Disease form.

Employees are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the DHRM Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.

The employee's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the

incident.

Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may contact the Workers' Compensation Administrator directly.

The Employer will abide by federal and state law regarding work-related injury and illness.

## **2. Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related injury or illness that is adjudicated by the Workers' Compensation Administrator as compensable under the state workers' compensation law and must be away from work as a result of that work-related injury or illness, may select Temporary Total Disability (TTD) compensation exclusively, or paid leave payments in addition to TTD.

## **3. Return-to-Work**

The Employer will follow the provisions of state law and Department or Division policy related to a Return-to-Work program. The Department or Division will attempt to find opportunities, if available, for modified duty that can be offered to employees participating in the Return-to-Work Program.

Employees suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments.

# **Part II – Unpaid Leave**

## **M. Benefits Related to Domestic Violence**

An employee who has been continuously employed by the State of Nevada for ninety (90) days or more, is entitled to time away from work not to exceed one hundred sixty (160) hours in one (1) twelve (12) month period if they are a victim of an act of domestic violence or their family or a household member is a victim of domestic violence. The time away from work will begin on the date of the act of domestic violence. An employee may request the use of Compensatory Time, Annual Leave, Sick Leave, or LWOP during the one hundred sixty (160) hours of time away from work.

An employee may use the time away from work related to domestic violence to:

- Obtain a diagnosis, care, or treatment of a related health condition; and/or,

- Obtain counseling or assistance; and/or,

- Participate in any related court proceedings; and/or,

Establish a safety plan.

A Department or Division will provide accommodations, such as relocation of workspace or duty location, modification of a work schedule, or a new work telephone number, to an employee who is a victim of an act of domestic violence or whose family or household member is a victim of domestic violence, unless an accommodation would pose an undue hardship on the Department or Division.

## **N. Bereavement Leave (Death in the Family)**

Employees are allowed time away from work for up to five (5) working days for Bereavement Leave. Leave for bereavement applies to the family member list as described under the Sick Leave Section of this Article, and for a relative.

Employees may use Sick Leave during their time away from work for bereavement.

In the event an employee needs greater than the five (5) days allowed for Bereavement Leave, they must communicate that need and have it approved by their Department or Division.

## **O. Furlough Leave**

In the event that the Nevada State Legislature requires that Furlough Leave be taken, all employees covered by this Agreement shall be subject to such requirements.

## **P. Leave Without Pay (LWOP)**

LWOP is approved temporary time away from work in a nonpaid status requested by an employee. LWOP does not cover a suspension from duty, Furlough Leave, or any absence for which an employee has not been approved or any nonpaid status during hours or days for which an employee would be compensated on an Overtime basis.

## **Q. Leave of Absence Without Pay**

A leave of absence without pay may be approved for up to one (1) year by a Department or Division head, or designee, for any satisfactory reason. The Personnel Commission, upon recommendation of the Department or Division head, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.

A leave of absence will be granted for an employee to accept a position in the Legislative Branch during a regular or special session of the Legislature if they are in a classified position.

## **R. Family & Medical Leave**

Consistent with the federal Family & Medical Leave Act of 1993 (FMLA) and any amendments thereto, and the Nevada State Family Leave Act (NFLA), an employee who has worked for the Employer for at least twelve (12) months and has been in full paid status, excluding paid leave, for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of time away from work under the FMLA in a twelve (12) month period for one or more of the following reasons a. through d.:

- a) Time away from work for the birth of and to care for a newborn child, or placement for adoption or foster care of a child, and to care for that child.
- b) Time away from work due to an employee's own serious health condition that requires their absence from work.
- c) Time away from work to care for a spouse, child, stepchild, adopted, or foster child, parent, or registered domestic partner, who suffers from a serious health condition that requires on-site care or supervision by the employee.
- d) Time away from work for a qualifying exigency when the employee's spouse, child, stepchild, adopted, or foster child of any age, or parent is on active duty or called to active-duty status of the Armed Forces, Reserves, or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees may take up to twenty-six (26) workweeks of time away from work in a single twelve (12) month period to care for a covered service member or veteran who is suffering from a serious injury or illness incurred while deployed on active duty, provided that covered service member or veteran is the employee's spouse, child, stepchild, adopted or foster child of any age, parent, or next of kin.

During a single twelve (12) month period where an employee takes time away from work to care for a family member in the military, the employee may only take a combined total of twenty-six (26) weeks of time away from work for being a military caregiver and time away from work for any other FMLA qualifying reason(s).

The single twelve (12) month period to care for a covered service member or veteran begins on the first day the employee must be absent from work for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA covered time off.

Entitlement to time away from work for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the adopted or foster child.

The FMLA entitlement period will be a rolling twelve (12) month period measured from the date an employee begins their FMLA covered absence. Each time an employee

takes time away from work during the twelve (12) month period for their FMLA approved reason, the time will be subtracted from the available allotment of twelve (12) workweeks.

The Employer will continue the employee's existing Employer-paid health insurance, life insurance, and disability insurance benefits during the period of time away from work covered by the FMLA. The employee will be required to pay their share of health insurance, life insurance, and disability insurance premiums.

The Employer has the authority to designate absences that meet the criteria as FMLA covered time away from work.

Employees may use paid leave while away from work for an FMLA qualifying event. The use of any paid or unpaid leave for an FMLA qualifying event will run concurrently with, not in addition to, the use of twelve (12) workweeks of FMLA covered time away from work for that event. Any employee using paid leave for an FMLA qualifying event must follow the notice and certification requirements relating to that form of paid leave as stated in this Article.

The Employer may require certification from the employee's, family member's, or the covered service member's health care provider for the purpose of qualifying for time away from work under the FMLA.

The Employer will use forms designated by the United States Department of Labor (US DOL) in the administration of the FMLA.

Time away from work for an employee's or a family member's serious health condition, serious injury, or illness covered under the FMLA may be taken intermittently when certified as medically necessary.

Employees must make reasonable efforts to schedule time away from work for planned medical treatment so as not to unduly disrupt the Employer's operations. Absence due to qualifying exigencies may also be taken on an intermittent basis.

Upon returning to work after the employee's own serious health condition, the employee will be required to provide a fitness for duty (FFD) certificate from their treating health care provider.

The employee will provide the Employer with not less than thirty (30) days' notice before any absence under the FMLA is to begin. If the need for time away from work is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

Definitions used in this Section will be in accordance with the FMLA. The parties recognize that the US DOL is working on further amendments to the FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

## **S. Military Leave - Unpaid**

Employees who have taken leave under this Article, Part I Paid Leave, Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.

An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

## **Article XI Workplace Violence**

The Employer and the Union agree that the personal safety and health of each employee is of primary importance.

It is the responsibility of all employees to support safety and health programs. For the express purpose of protecting employees at the workplace as much as is practicable, employees are encouraged to report all incidents of direct or indirect threats received or actual violent events to a supervisor and restraining orders granted against their disgruntled spouse, domestic partner, acquaintance, or others. Failure to report will not subject an employee to disciplinary action. Any report of a direct or indirect threat and/or actual workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. If warranted, incidents will be immediately investigated, and appropriate action taken.

The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

## **Article XII Workplace Environment**

The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that the workplace environment can have a significant impact on employee productivity, well-being, and furthers the Employer's business operations and needs.

Inappropriate behavior in the workplace does not serve the Employer, the Union, or the employee. All employees are responsible for contributing to a positive workplace environment.

### **A. Appearance**

Employees are expected to dress neatly and present a clean appearance. Where a Department or Division has grooming standards or a dress code, employees must comply and maintain these standards. All Departments or Divisions will enforce these standards and uniform policies fairly and consistently.

## **B. Secondary Employment**

An employee has the right to engage in any activity, enterprise, or secondary employment unless such is in violation of established law and/or directly conflicts with or impacts their duties with their Department or Division.

Secondary employment determinations must be made in accordance with Department or Division mission, policies, the State Administrative Manual (SAM), and NRS 281A. The nature of any conflict(s) or impact will be determined by the Department or Division once the employee has submitted a completed Secondary Employment Disclosure form for review. If the Department or Division believes an employee's secondary employment is in conflict or impacts their primary employment in accordance with this Section, it will respond as such in writing, such decision may be grieved under Article \_\_\_, Grievance Procedure.

A copy of all policies, procedures, and the Departmental or Divisional-specific Penalties & Prohibitions will be made available to employees upon request. The SAM is available for all employees on the Governor's Office of Finance website.

## **Article XIII Performance Evaluation**

The Employer will evaluate employee work performance according to established work standards. Performance evaluations are expected to be fair and objective. Employees will be made aware of their specific work standards and work expectations upon initial appointment to their position. Work standards may be subject to change and can include job elements such as: quality of work; quantity of work; work habits; relationships with others; taking action independently; meeting work commitments; analyzing situations and materials; and, if supervising is a part of the employee's job duties, their supervision of the work of others. Work standards shall be transparent and made known to the employee in advance of their performance evaluation. The Employer will make any changes in work performance standards known to employees.

The performance evaluation process will include performance expectations and goals that reflect the employee's and the Departmental or Divisional objectives.

Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date.

Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment. Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months. Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental or Divisional and Central Personnel Files.

## **A. Coaching & Counseling**

To address performance issues that may arise in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period.

Performance problems will be brought to the attention of the employee as soon as practicable to give them the opportunity to receive any needed additional training and/or to correct the problem before it is mentioned in an annual performance evaluation.

Coaching & Counseling gives supervisors an opportunity to discuss performance issues, expectations, and performance goals with their employees in a non-punitive setting; however, Coaching & Counseling that is documented may be used to establish a record that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, expectations, and goals and to provide support to employees so that skills and abilities can be aligned with work standards.

Coaching & Counseling sessions will be documented in the Supervisor File.

## **B. Letters of Instruction (LOI)**

Letters of Instruction are used as a tool designed to serve as a way for the Department or Division to provide an employee with information and instruction or training to correct behavior or performance deficits.

Letters of Instruction are non-punitive; however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances. Letters of Instruction will not be used as progressive discipline.

Letters of Instruction may be issued by the supervisor(s) responsible for the employee's activities.

A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File.

## **C. Performance Improvement Plan (PIP)**

If an employee is having documented performance issues, a meeting may be held between the Department or Division, the employee, and if the employee desires, a Union Representative. The function of this meeting is to discuss and agree upon the parameters of a PIP designed to help the employee meet identified work performance standards.

A copy of the executed, signed and/or acknowledged PIP will be provided to the

employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File.

An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP before discipline is administered for the employee's conduct and/or performance. Performance improvement plans may not be used to circumvent the discipline process.

## **D. Performance Evaluation Review**

In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such request must be made in writing, must identify specific points of disagreement, and must be submitted to their supervisor within twenty (20) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the employee. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article \_\_, Grievance Procedure. Completed performance evaluations will be filed in the employee's Departmental or Divisional Personnel File and Central Records Personnel File.

# **Article XIV Training & Professional Development**

## **A. General Provisions**

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties and to contribute to their professional development.

## **B. Mandatory Training**

Employees are required to complete mandatory training courses as specified in their Department's or Division's policies, Administrative Regulations, Standing Orders, and directives, and within the timelines outlined. Departments or Divisions will give employees time during their regularly scheduled workday to complete mandatory training. Departments or Divisions will make reasonable attempts to schedule any Employer-required training during the employee's regular work shift.

The Employer will provide access for all employees to all mandatory training courses via online programs, in-person classes, or independent study courses.

Mandatory training courses include but are not limited to: Drug & Alcohol

Awareness; Defensive Driving; Sexual Harassment & Discrimination; and, Whistleblower Protections.

Attendance at Employer-required training will be considered time worked in accordance with Article \_\_ , Compensation.

Absent extenuating circumstances, failure to successfully complete mandatory training may subject an employee to disciplinary action.

## **C. Specialized Mandatory Training**

Based upon an employee's job classification, they may also be required to complete specialized mandatory training courses provided by the Department or Division.

Specialized mandatory training, pursuant to the Department's or Division's, or Nevada POST requirements includes but is not limited to: safety-related training; equipment operation training; firearms training and qualification; and, Internet security awareness training.

Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article \_\_ , Safety & Health.

Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action up to and including dismissal.

Departments or Divisions may offer formal training to give employees training in addition to that required by Nevada POST inclusive of racial profiling, LGBTQIA awareness, homegrown domestic terrorist training, mental health, implicit bias recognition, well-being of officers, de- escalation, EVOC, human trafficking, firearms, building searches, crises intervention training, and riot control. This training may be a combination of actual practice classroom training and onlinetraining, where practicable.,

For employees in designated special assignments, they may receive additional training, practice, and education.

## **D. Internal Training & Professional Development Opportunities**

The DHRM Office of Employee Development (OED) provides statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.

Employees can find a complete course listing by visiting the OED website.

For interested and qualified employees, the OED offers courses designed to prepare employees to become supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.

The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention.

Employees can find a complete safety and loss prevention course listing by visiting the Risk Management website.

## **E. Continuing Education, Certification, & Licensure**

Some employees covered under this Agreement may be required to maintain professional certifications or licensure according to their job classification and federal and state law.

Employees may request approval to attend continuing education courses for the purpose of renewing certification or licensure and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources. Attendance at approved continuing education courses during an employee's regularly scheduled workday are considered work time in accordance with Article \_\_, Compensation. when it does not unreasonably burden the Department or Division.

## **F. External Training & Professional Development Opportunities**

Employees may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by Departments or Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.

Employees must submit a request form to attend external training or professional development using the process designated by their Department or Division.

Departments or Divisions will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities. Attendance at an external training and professional development education course will be considered work time in accordance with Article \_\_, Compensation.

## **G. Professional Association Dues**

Professional Association Dues for individual State employees are not an allowable expense under the SAM.

## **H. Training Records**

The Employer may maintain records of successful completion of all training courses. In addition, employees are responsible for keeping records of successful completion of all training courses.

## **I. Collective Bargaining Agreement (CBA) Training**

The Employer and the Union agree that training for managers, supervisors, and Union Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Representatives, and the Employer will provide training to managers and supervisors on this Agreement.

The Union will present the training to current Union Representatives within the bargaining unit. The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this Agreement.

The training will be considered time worked for those Union Representatives who attend the training during their scheduled work shift. Union Representatives who attend the training during their non-work hours will not be compensated.

Union Representatives may request to attend Union training. Union training will be considered Union Business Leave for Union Representatives to attend the training during their scheduled work shift. Union requests for leave to attend Union training shall not be unreasonably denied.

Scheduling of CBA training will not unreasonably interfere with an employee's regular duties and the parties will take this into account when agreeing on the date, time, number, and the names of the Union Representatives attending each CBA training.

## **J. Tuition Reimbursement & Career Development**

Employees will be reimbursed for educational training courses taken subsequent to approval pursuant to the following:

Departments or Divisions may approve full or partial tuition reimbursement, consistent with Department or Division policy and within available resources. The employee must submit an application for approval for tuition reimbursement prior to the start of the educational course.

The training must be directly related to the required skill or education for the employee's current position. There will be no reimbursement merely for promotion preparation.

Only full-time permanent employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Department or Division in accordance with the Departmental or Divisional training program.

Department or Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses.

Employees who have been approved for tuition reimbursement under this Article will not be reimbursed for more than one thousand dollars (\$1,000.00) per fiscal year.

No reimbursement will be affected if the cost is assumed by any other institution, scholarship, or grant-in-aid.

Absent an agreement to the contrary, when an employee moves to another Department or Division prior to completion of an approved course, the approving Department or Division will retain the obligation for reimbursement if the course is satisfactorily completed.

Employees who pay for their own course(s) may, upon approval at the discretion of the Department or Division, use paid time to attend the training.

## **Article XV Alcohol, Drug, & Tobacco-Free Workplace**

Nothing in this Article is intended to remove any protections employees have under existing Nevada or Federal law.

The Employer has a zero-tolerance policy for employees who consume alcohol or drugs while on duty, report to work in an impaired condition, or unlawfully possess drugs while on duty, at a work site, or on the Employer's property.

The Employer has developed and maintains the [State of Nevada Alcohol & Drug Program](#) in compliance with federal and state law.

### **A. Employee Assistance Program (EAP)**

The Employer offers an EAP to all employees.

An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP.

## **B. Tobacco-Free Workplace**

The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).

Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.

Employees who wish to receive resources on smoking and tobacco cessation should visit [www.nevadatobaccoquidline.com](http://www.nevadatobaccoquidline.com).

## **Article XVI Reasonable Accommodation**

The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities. This Article does not change or modify any existing relevant federal or state laws, regulations, and executive orders that allow for reasonable accommodations.

The Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2009 (ADAAA) are civil rights acts prohibiting discrimination against individuals with disabilities in employment, public services, transportation, public accommodations, and telecommunications. These acts provide a clear and comprehensive national mandate for the elimination of discrimination.

Under the ADA, employment decisions must be based on an employee's ability to perform the essential functions of their position with or without reasonable accommodation. "Reasonable accommodation" means any change or adjustment to a job or work environment that permits a qualified employee with a disability to perform the essential functions of a job or enjoy the benefits and privileges of employment equal to those enjoyed without disabilities, without creating an undue hardship on the Employer.

An employee who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental or Divisional Human Resources Office or their Departmental or Divisional ADA Coordinator.

The Departmental or Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the employee as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.

An employee requesting accommodation must cooperate with their Departmental or Divisional Human Resources Office or ADA Coordinator in discussing the need for and possible form of any accommodation and may be asked to provide further relevant medical documentation. The Departmental or Divisional Human Resources Office or ADA Coordinator may request that the employee obtain an independent medical examination (IME), at the Employer's expense, if any medical documentation is insufficient or if an accommodation opportunity has been identified for which the employee may qualify.

All medical information disclosed to the Employer will be kept confidential.

In the event the Departmental or Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department or Division, as well as Employer-wide, the employee may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article \_\_, Separation.

## **Article XVII Discipline**

The purpose of this Article is to provide for an equitable and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline any employee without just cause. Discipline is supported by just cause when it is not for any arbitrary, capricious, or illegal reason, and which is one based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.

The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations. The Appointing Authority, or designee, shall ensure that an employee has notice as required by NRS Chapter 284 and/or NRS Chapter 289, shall ensure the investigation is fair and impartial, and shall ensure discipline is administered fairly.

At the conclusion of an evaluation or investigation, the Appointing Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the employee's conduct in accordance with a progressive disciplinary model.

### **A. Peace Officers Bill of Rights**

The Employer and the Union agree that NRS Chapter 289, known as the Peace Officer Bill of Rights is intended to protect peace officers in the State of Nevada and applies to the administration of disciplinary action relating to peace officers employed by the State of Nevada.

The Employer and the Union agree that this Agreement covers employees in bargaining Unit G and are job classifications defined as "Category I Peace Officers."

## **B. Progressive Discipline**

The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees and may be practiced by less severe measures being applied first, followed by progressively more severe measures if the employee's conduct or performance deficits continue.

Disciplinary action may be issued for, but is not limited to, the following:

1. Any activity that is incompatible with an employee's conditions of employment codified by statute, regulation, standard, or Employer policy.
2. Any violation of federal or state law, Department or Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.
3. Failure of an employee to abide by the standards of ethical conduct that is identified in state law or Department or Division policy.

Progressive disciplinary action includes the following, in order of severity:

### **1. Oral Warnings**

When instruction and training have not resulted in the change in behavior or performance that is desired, an Oral Warning is typically the first level in the progressive disciplinary process.

An Oral Warning is a verbal communication with the employee that:  
Identifies the conversation as an oral warning;  
Identifies the gap between the performance standard and actual performance or identifies misconduct.  
Establishes standard or outlines employee improvement action plan; and  
Identifies consequences of further performance issues and/or misconduct.

An Oral Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the Oral Warning will be filed in the Supervisor File if one is maintained.

This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.

Oral Warnings are not subject to grievance under Article \_\_, Grievance Process; however, an employee may provide written comment to the Oral

Warning and may request a review meeting with their supervisor or manager.

## **2. Written Reprimand**

Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline.

Written Reprimands will be issued using the NPD-52 Written Reprimand form.

A copy of the executed, signed and/or acknowledged Written Reprimand will be provided to the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

An employee shall not be disciplined for refusing to sign a written reprimand. The supervisor will simply note "employee refused to sign".

Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.

An employee may grieve the receipt of a Written Reprimand by filing a grievance under Article \_\_, Grievance Procedure, within twenty (20) calendar days of receipt of the Written Reprimand.

## **3. Suspension from Duty Without Pay**

When previous corrective and disciplinary action have not produced the appropriate change in behavior or performance or due to the seriousness of a first offense, a suspension from duty without pay may be used as a form of discipline.

A suspension from duty without pay will be issued using the HR-41 Specificity of Charges form.

A suspension from duty without pay will not exceed thirty (30) calendar days.

A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided for the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

Suspension from duty without pay may either be grieved under Article \_\_, Grievance Procedure within twenty (20) calendar days from the effective date of the suspension from duty without pay or appealed to the Nevada State Personnel Commission for review by a Hearing Officer, within ten (10) working days in accordance with NRS 284.390. Once an employee has properly

filed a grievance under either Article \_\_, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

A grievance of a suspension from duty without pay will begin at Step 4 under Article \_\_, Grievance Procedure.

#### **4. Demotion**

Demotion occurs after other forms of discipline have not produced the appropriate change in behavior or when the employee's behavior is particularly egregious, a demotion to a lower class may be used as a form of discipline.

A demotion will be issued using the HR-41 Specificity of Charges form. A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided for the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

Demotion may either be grieved under Article \_\_, Grievance Procedure, within twenty (20) calendar days from the effective date of the demotion or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article \_\_, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

A grievance of a demotion will begin at Step 4 under Article \_\_, Grievance Procedure.

#### **5. Dismissal from Service**

Dismissal from service occurs after other forms of discipline have not produced the appropriate change in behavior or the employee's behavior is particularly egregious.

A dismissal from State service will be issued using the HR-41 Specificity of Charges form.

A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided to the employee and will be placed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

Dismissal from service may either be grieved under Article \_\_, Grievance Procedure, within twenty (20) calendar days from the effective date of the dismissal or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article \_\_, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative

manner, pursuant to NRS 288.505.

A grievance of a dismissal from service will begin at Step 4 under Article \_ , Grievance Procedure.

## **6. Last Chance Agreement (LCA)**

An LCA is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service. In the event an employee continues to have documented performance issues after being subject to corrective action and progressive discipline, the Appointing Authority, or designee, may, at their sole discretion, elect to enter into an LCA with that employee prior to executing dismissal from service.

A copy of the executed, signed and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

A Last Chance Agreement is not subject to the Grievance Procedure or any appeal process, as it is a voluntary agreement entered into between the Employer and the employee.

## **C. Investigations**

The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Employer Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations and will ensure that the method is fair and impartial.

An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee. The Union President or his/her designee shall also be copied on the HR-32 notice by email.

The notice provided to the employee who is the subject of the investigation must include:

- A description of the nature of the investigation;

- A summary of alleged misconduct of the employee;

The date, time, and place of the interview or hearing;

The name and rank of the officer in charge of the investigation and the officers who will conduct any interview or hearing;

The name of any other person who will be present at any interview or hearing; and,

A statement setting forth the provisions of subsection I of NRS 289.080.

An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 within one hundred twenty (120) calendar days after the employee is provided notice of the allegations.

If the Appointing Authority, or designee, cannot complete the investigation and make a determination within one hundred twenty (120) calendar days, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator. The DHRM Administrator may approve an extension no more than twice except in cases where the Appointing Authority, or designee, can demonstrate a pattern of dilatory behavior on the part of the employee being investigated and/or their representative. The DHRM Administrator's decision to grant or deny an extension of time is not subject to grievance or review.

At the conclusion of any investigation, the Appointing Authority, or designee, will determine whether the employee committed misconduct, whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, may consider progressive discipline and the seriousness of the offense.

If the Appointing Authority, or designee, elects not to take disciplinary action, or if allegations related to an investigation do not result in disciplinary action, the employee will be provided with a notice that any investigation is complete and that no disciplinary action will be imposed. The employee shall not be entitled access to the file of the disciplinary investigation unless disciplinary action was imposed.

## **D. Pre-Disciplinary Review**

If, following an investigation, an Appointing Authority, or designee, proposes that a permanent employee be dismissed, suspended, or demoted, the following procedure for a Pre-Disciplinary Review before the proposed action must be followed:

A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to Subsection 2. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered or deemed received. The Pre-Disciplinary Review

must not be scheduled on a day which is not a regular working day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre- Disciplinary Review may be changed.

The employee may waive the right to a Pre-Disciplinary Review before the proposed action in writing. If the employee makes such a waiver, they may not be dismissed, suspended, or demoted before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.

The Appointing Authority, or designee, shall conduct the Pre-Disciplinary Review. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, shall render the final decision.

At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may inspect any evidence in the possession of the law enforcement Department or Division and submit a response. The law enforcement Department or Division must consider any such response before making a recommendation to impose punitive action against the employee.

The employee may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal, which shall be granted unless there is good reason not to grant the request.

This process is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet together to discuss the proposed disciplinary action. The employee will be given an opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.

The employee may respond both orally and in writing at the Pre-Disciplinary Review.

The employee must be:

- Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and,

- Notified in writing of the Appointing Authority's, or designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

Prior to the Pre-Disciplinary Review hearing, the investigation file and employee file for the target of the investigation shall be electronically

transmitted to his or her attorney or representative.

## **E. Confidentiality**

Employees have the right to confidentiality related to disciplinary action to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

## **F. Off-Duty Conduct**

The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental or Divisional Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.

If an employee covered under this Agreement has any off-duty, official contact with a law enforcement officer or agency that rises to the level of genuine criminal activity, not a minor criminal offense or a common interaction with law enforcement where the employee is not knowingly the suspect of an investigation or arrested, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

# **Article XVIII Grievance Procedure**

## **A. General Provisions**

All employees this Agreement covers shall have all grievance protections and due process requirements provided by existing State and Federal law. Unless otherwise stated in this Agreement, nothing shall be construed as limiting existing grievance options for employees.

A grievance shall be defined in this Agreement as:

- A dispute regarding the application or interpretation of any law or Department or Division rule, regulation, policy, or procedure relating to an employee's employment.
- A dispute regarding the application of discipline.
- A dispute regarding a written reprimand.
- A dispute regarding a disciplinary suspension.
- A dispute regarding an involuntary transfer.
- A dispute regarding dismissal from State service.

The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by federal or state law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

- Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article \_\_\_\_, Unlawful Discrimination.

- A change in classification or the allocation of positions (NRS 284.165).
- Refusal to examine or certify an applicant for an open position (NRS 284.245).
- A denial of Catastrophic Leave (NRS 284.3629).
- Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).
- Any disputes between the Union and the Employer must be addressed through the process outlined in Article \_\_\_, Union/Management Dispute Resolution.

## **B. Filing & Processing a Grievance**

### **1. Procedure**

Except as otherwise provided in subsections b and c below, the procedure to resolve grievances set forth in this Article is the exclusive means available for resolving grievances.

An employee in a bargaining unit who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or dismissal through:

The grievance procedure provided in this Article; or,  
The procedure prescribed by NRS 284.390.

An employee who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through:

The grievance procedure provided in this Article; or  
The procedure prescribed by NRS 288.115.

Once the employee has filed a grievance in writing under the procedure described in this Article, or has requested a hearing under NRS 284.390, or filed a complaint under NRS 288.115, the employee may not proceed in the alternative manner.

Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed beginning at Step 1, below, with the employee(s) immediate supervisor and a copy sent to the DHRM LRU.

Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4, below, with a copy to the DHRM LRU.

### **2. Contents of Grievance & Recipients of Grievance**

The written grievance must include the following information:

The name of the grievant;  
The grievant's position, Department and/or Division, and Section;  
The grievant's contact information;  
The date, time, and place wherein the alleged event occurred;  
A statement of the pertinent facts surrounding the nature of the grievance;  
The name(s) of any witness(es) to the alleged event or violation(s).  
The specific Article, Section, and Subsection of this Agreement alleged to have been violated; and/or the specific NAC or NRS alleged to have been violated;

The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;  
The specific remedy sought by the grievant; and,  
The name and signature of the representative filing the grievance on behalf of the employee, if any.

### **3. Modifications to a Grievance**

No newly alleged violations may be submitted after the initial written grievance is filed, except by written mutual agreement of the grievant and Employer.

### **4. Consolidation of Grievances**

The Employer may, at its discretion, consolidate grievances arising out of the same set of facts.

### **5. When Resolution of a Grievance Becomes Binding**

The resolution of a grievance is binding when there is a written agreement between the grievant and the Appointing Authority, or designee, of the employing Department or Division.

The Appointing Authority, or designee, of the employing Department or Division shall submit each proposed resolution of a grievance which has a fiscal effect to the Budget Division for a determination of whether the resolution is feasible on the basis of its fiscal effects. The fiscal components of the resolution are binding only if it is so found.

### **6. Informal Resolution of a Grievance**

#### **a. General Provisions**

The parties should make every reasonable effort to resolve a grievance through informal discussions.

If the Employer provides the requested remedy or a mutually agreed-upon alternative, a grievance will be considered resolved and may not be moved to the next step.

#### **b. Informal Mediation**

Any time during grievance process Steps 1 through 3, by mutual written agreement between the grievant and Employer, the parties may request an informal mediation session through the DHRM Employee Management Services Unit to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

If informal mediation does not result in a resolution, an employee may return to the grievance process laid out in this Article and the timelines resume.

#### **c. Withdrawal of a Grievance**

A grievance may be withdrawn by an employee at any time. If a grievance is resolved or withdrawn it cannot be resubmitted.

## **C. Grievance Levels**

Any of the steps in this procedure may be bypassed by mutual written agreement among the grievant and Employer.

### **1. Step 1 - Supervisor**

Step 1 of the grievance process is the attempt by the grievant and the grievant's supervisor to resolve the matter. The supervisor's response will be documented and sent to the grievant within fifteen (15) calendar days.

### **2. Step 2 - Division Administrator or Manager, or Designee**

If the grievance is not resolved at Step 1 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance to their Division Administrator or Manager, or designee, with a copy to the DHRM LRU, within fifteen (15) calendar days.

The Division Administrator or Manager, or designee, will meet or confer by telephone with the grievant within fifteen (15) calendar days of receipt of the grievance and will issue a response in writing within fifteen (15) calendar days following that meeting.

### **3. Step 3 - Department Head, or Designee**

If the grievance is not resolved at Step 2 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance to their Department Head, or designee, with a copy to the DHRM LRU, within fifteen (15) calendar days.

The Department Head, or designee, will meet or confer by telephone with the grievant within fifteen (15) calendar days of receipt of the grievance, and will issue a response in writing within fifteen (15) calendar days following that meeting.

### **4. Step 4 – Formal Mediation**

If the grievance is not resolved at Step 3 and the grievant wishes to escalate the grievance to the next step, within fifteen (15) calendar days of receipt of the Step 3 decision, they may file a request for formal mediation with the Federal Mediation & Conciliation Service (FMCS), with a copy to the DHRM LRU.

The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the mediation.

Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

## 5. Step 5 - Arbitration

If the grievance is not resolved at Step 3 or 4 and the grievant wishes to escalate the grievance to the next step, they may file a demand for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS), with a copy to the grievant's Department or Division and the DHRM LRU, within thirty (30) calendar days of the receipt of the Step 3 decision or the formal mediation session.

Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.

Once a demand for arbitration is filed and the AAA or FMCS has supplied a list of names of Arbitrators, the parties will select an Arbitrator by alternatively striking names until one name remains. The party striking first shall be determined by lot.

The parties agree that any arbitration proceedings will be conducted in accordance with the AAA or FMCS Rules of Arbitration, unless otherwise agreed to in writing.

No later than fourteen (14) calendar days after the demand to arbitrate has been filed, the parties agree to make their respective requests for relevant documents and witnesses and to provide a response to the requests within thirty (30) calendar days from the date of receipt.

The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.

## D. Witnesses

When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case, they may appear without the loss of pay if they appear during their work time.

The Arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing, unless stipulated to by the parties or required differently by the Arbitrator, which shall set forth findings of fact, reasoning, and decisions on the issues submitted.

The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.

The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties, subject to judicial review pursuant to NRS 38.247.

The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

## **E. Attendance at Meetings**

Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings shall be scheduled in accordance with this Article.

An employee will be allowed reasonable time, as determined by the Department or Division, to travel to and from the meetings referenced above. Time spent traveling during the employee's non-work hours to attend meetings referenced above may, at the Department's or Division's discretion, be considered work time. An employee may be authorized by their supervisor to adjust their work schedule, take Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from a mediation session, an arbitration hearing, and/or Union/Management Communications Committee meetings.

An employee must provide at least two (2) working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting, hearing, or mediation session. If two (2) working days' notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. A request must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any Department or Division business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized to do so by the Department or Division.

## **F. Successor Clause**

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

## **G. Timelines**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. As used herein, "days" refers to calendar days. When calculating a time period is stated in days, exclude the day of the event that triggers the period; then count every calendar day, including intermediate Saturdays, Sundays, and legal holidays; and include the last day of the period. If the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

## **H. Failure to Meet Timelines**

Failure by the grievant to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.

Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

Timelines may be extended by mutual agreement of the parties.

## **I. Grievance Files**

Written grievances and responses will be maintained separately from the Personnel Files of the employees.

## **Article XIX Mediation**

The Employer and the Union agree that if either party believes they have grounds for claims that would ordinarily be submitted to the Governmental Employee Management Relations Board (EMRB) that arise out of collective bargaining, they shall seek formal mediation to resolve those alleged claim(s) prior to filing with the EMRB.

In the event formal mediation is unsuccessful in the resolution of any alleged claim(s), the parties may submit the claim(s) to the EMRB for adjudication.

## **Article XX Reduction in Force (Layoff)**

The Employer and the Union agree to follow the provisions set forth in NAC 284 regarding layoff and reemployment.

In the event of layoffs or a reduction in force, permanent employees will be laid off according to seniority within the classifications being reduced, starting with the least senior employee.

Employees shall be given the opportunity to transfer in lieu of layoff, to any positions within their current job classification, and more senior than the least senior employee, or to take a voluntary demotion to any vacant positions for which they are qualified within their Department or Division.

For purposes of this Article, seniority of permanent employees shall commence on the date of hire and include any break in service, as defined in NAC 284.598.

Employees who are temporary or probationary employees are not considered permanent employees and shall not have seniority for purposes of layoff and shall be laid off before

any permanent employee.

## **Article XXI Separation from Service**

### **A. Resignation**

Unless the Employer and the employee agree to a shorter period of time, an employee who wishes to resign from State service will submit an **NPD-45 Notice of Transfer or Resignation** form to their Department or Division head, or designee, at least fourteen (14) calendar days prior to the effective date of the resignation.

### **B. Disability Separation**

Pursuant to NAC 284.611, an employee with a disability that causes them to be unable to perform the essential functions of their position may be separated from service when it is determined that every option available under the Employer's Reasonable Accommodation process has been exhausted.

### **C. Reinstatement from Disability Separation**

Employees who have been separated from service due to a disability may be eligible for reinstatement if they have recovered from the condition which caused their disability and under which they were separated from service.

### **D. Disability Retirement**

Employees with five (5) or more years of service and who have been certified by a treating physician that they are unable to perform the essential functions of their position due to disability may choose to exercise their right to retire from service under the Public Employees' Retirement System of Nevada (PERS) with a Disability Retirement. The PERS Disability Retirement benefit allows employees with a disability to retire without penalty prior to their projected service retirement date.

Employees who choose Disability Retirement must apply to PERS for their benefit before they separate from State service. Applications for Disability Retirement can be obtained at [www.nvpers.org](http://www.nvpers.org).

## **Article XXII Seniority**

# Article XXIII Union/Management Communication Committees

## A. Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Union/Management Communications Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner. The Employer and the Union will work collaboratively to use these Committees in accordance with their purpose. The Employer and the Union recognize that local and statewide Departmental or Divisional Committees will help serve the employees within those Departments or Divisions.

A Union/Management Communication Committee shall meet at a mutually agreed upon time and place twice per year to discuss the administration of this Agreement, to discuss changes implemented, or potential changes contemplated by the Departments or Divisions that may affect the working conditions of employees represented by the Union, to disseminate general information of interest to the parties, and to give Union Representatives the opportunity to share their views and/or make suggestions on subjects of interest to Union members.

Union/Management Committees shall be made up of representatives of the Departments or Divisions, the DHRM LRU, and the Union.

The Employer and the Union will meet or confer by telephone to establish a mutually agreed upon schedule, time, and place for the Union/Management Committee meeting(s).

Examples of additional Committees that may be established are:

- General Union/Management Communications Committee
- Department-wide or Division-wide Union/Management Communications Committee
- Ad Hoc Union/Management Communications Committee

For Committees established in accordance with this Article, either party may raise an issue at a Union/Management Communications Committee meeting and may suggest steps to improve the effectiveness of the meetings. Issues raised and suggestions will be discussed and may be implemented upon mutual agreement of the parties. The DHRM LRU, Union Representatives, and/or the Union's Headquarters office will be available to provide assistance and coordination for these meetings.

Employee Committee members who participate in these meetings will request attendance at the meeting and have it approved in writing by their immediate supervisor ahead of the date and time of such meetings and will be provided with Union Business Leave to attend the

meetings; however, any immediate Departmental or Divisional business must be attended to by the employee prior to their release to attend.

## **B. Scope of Authority for Committees**

All Committees established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties shall take minutes during the meetings. Committees may make recommendations and the Employer may consider such recommendations.

Any resolutions of the parties at the meetings will be distributed to Union members and the Employer's Departments and Divisions, as appropriate.

# **Article XXIV Union Activities**

## **A. Employee Rights**

### **1. Right to Union Membership**

Employees have the right to become a member of the Union.

### **2. Right to Union Representation**

Employees have the right to Union representation on matters adversely affecting their conditions of employment pursuant to NRS 289.057, such as grievances, internal administrative investigations, and critical incidents. It is the employee's responsibility to arrange for Union representation during any meeting.

The right to Union representation will not apply, for example, to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork including Oral Warnings, Written Reprimands, performance evaluations, staff or work unit meetings, or other routine communications with an employee.

### **3. Right to Non-Participation in the Union**

Employees have the right not to participate in Union activities or to be a member of the Union. Neither the Employer nor the Union may discriminate in any way against non-Union-member employees relative to their choice of non-participation or membership; however, if the employee is in a job classification covered under the exclusive representation of the Union, they will still be subject to the provisions of this Agreement as it applies to their job classification.

## **B. Union Rights**

The Employer and the Union agree to abide by NRS 289, known as the Peace Officer Bill of Rights, and any amendments thereto.

It is recognized that from time to time it will be necessary for Union activities to be carried on during the working hours of the Executive Board officer for the processing of written grievances and the representation of Union members. When the Union activities involving processing written grievances and representation of Union members occur during a Union representative's regularly scheduled duty hours, the activities may be performed on duty, subject to approval by their immediate supervisor, and with use of their State vehicle, if so approved, which shall not be unreasonably denied. Union leave will not be unreasonably denied.

The Union shall be granted the ability to speak with and present Union materials to cadets during a mutually agreed upon time at the academy, if the academy is not multi-jurisdictional, for a one (1) hour period. If the academy is multi-jurisdictional, the Union shall be granted access to cadets at a mutually agreed upon time during the onboarding process for a one (1) hour period. Cadets are not required to attend any Union informational sessions.

As the exclusive representative of Unit G employees, the Union shall be the only representative (other than an attorney retained by the employee or a representative who is serving entirely independently of a rival organization who is a friend, relative, or coworker) permitted to represent any Unit G employee in matters such as grievances, internal administrative investigations, and critical incidents.

The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgments against the Employer arising out of or in relation to a Union activity that does not stem from a representational duty or bargaining activity in any of three situations:

The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

The person involved in the Union activity made a specific promise or representation to a natural person who relied upon the promise or representation to the person's detriment; or

The conduct of the person involved in the Union activity affirmatively caused the harm.

This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification. The State will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. The Union shall not be

liable to indemnify or hold harmless any attorneys' fees and costs for the State's chosen right to participate with legal counsel of its choice. Nothing in this section shall be construed to conflict with any provision of chapter 616C of NRS.

## **C. Union Representatives**

A Union Representative is an employee of the Employer who has been appointed by the Union membership to officially represent and defend the interests of fellow bargaining unit covered employees.

The Union will provide the DHRM LRU with a written list of current Union Representatives and the office, facility, or geographic jurisdiction for which they are responsible. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list unless the Union expressly classifies the employee as a Union Representative and provides notice to the Department or Division and the DHRM LRU in advance of a meeting, hearing, or interview. The Union is responsible to update any list of Union Representatives as soon as practicable.

Representation may be provided via virtual platforms.

Union Representatives must request and receive approval prior to being released for representational duties. Representational duties will be coded to Union Grievance Leave on the Union Representative's timecard.

## **D. Indemnification**

The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgments against the Employer arising out of or in relation to a Union activity that does not stem from a representational duty or bargaining activity, including disbursement of Union activities or communications in any of three situations:

The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

The person involved in the Union activity made a specific promise or representation to a natural person who relied upon the promise or representation to the person's detriment; or

The conduct of the person involved in the Union activity affirmatively caused the harm.

The Union shall not be held responsible for attorney fees and costs incurred by the State in defending a suit against the Employer. This clause is not intended to remove any statutory or other protections the Union or State may have against a party bringing a claim. Nothing in this section shall be construed to conflict with any provision of

chapter 616C of NRS or other statutes or caselaw that provides protection for law enforcement.

## **E. Use of State Facilities & Equipment**

The Union may be permitted to use State facilities so long as the use does not interfere with State activities, for the purpose Union representation only with pre-approval from the Department or Division. This includes, but is not limited to, Union use of State conference room(s) for the purpose of having Union meetings with pre-approval from the Department or Division, provided that the Department's or Division's business necessity always takes priority in scheduling.

### **1. Supplies & Equipment**

The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business. This does not preclude the use of State-purchased supplies or equipment so long as the use is nominal and does not interfere with Employer's use or control of supplies and equipment.

### **2. Email, Fax Machines & Intranets**

Employees may use State-operated email to request Union representation only.

The Union and employees covered by this Agreement will not use State-owned or operated email, fax machines or Intranets to communicate with one another for Union purposes, except as specifically provided for in this Agreement. Union Representatives may use State-owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article \_\_, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

- Result in little or no cost to the Employer.
- Be brief in duration and frequency.

- Not interfere with the performance of their official duties.
- Not distract from the conduct of State business.

- Not disrupt other State employees and will not obligate other employees to make a personal use of State resources.

Not compromise the security or integrity of State information or software.

Not include general communication and/or solicitation with employees.

Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

### **3. Bulletin Boards**

The Employer will maintain bulletin board(s), or space on existing bulletin boards that are currently provided to the Union, for Union communication. In facilities where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with an adequate bulletin board space in convenient places.

The Union may post in its discretion material that it deems helpful for Union members. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state and federal ethics and non-discrimination laws, and clearly identified as Union literature. In facilities where bulletin board space is impractical, the Employer will make available a three-ring binder that is designated for Union materials.

Union communications will not be posted in any other location in the Department or Division.

## **F. Union Leave Time Away from Work for Union Activities**

Employees who are Union Representatives, Union Committee members, and Union Collective Bargaining Team members may be allowed to access Union Business Leave or LWOP to attend Union-sponsored meetings, training sessions, conferences, and conventions. Time away from work for these activities must be approved in advance and in writing by the Department or Division, or if applicable, the DHRM Administrator.

Requests for leave shall not be unreasonably denied.

The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.

Each July 1, the Union will be credited with an aggregate pool of one thousand eight hundred hours (1,800) for use by the Union during the fiscal year for Union Business Leave, Union Collective Bargaining Leave, and Union Grievance Leave. This pool of hours does not roll over from fiscal year to fiscal year. In the event the Union exhausts this aggregate pool of hours, they may request approval of an additional pool of hours in writing to the DHRM LRU, and such request will not be unreasonably denied.

### **1. Union Business Leave**

Union Business Leave is paid leave that may be used when a Union Representative is performing Union related duties that are not associated with Article \_\_, Grievance

Procedure or the Collective Bargaining Process.

The Department or Division may grant the use of Union Business Leave to Union Representatives. Requests for Union Business Leave must be submitted using established procedures for requesting leave and as far in advance as possible to the Department or Division. Union Business Leave shall be considered for approval or denial within five (5) calendar days of the request. It is incumbent upon the employee requesting the leave to ensure their leave request has been received by their Department or Division for consideration.

In the event of an immediate representation request due to a critical incident, such as an officer involved shooting, the Union Representative must notify the Department or Division and receive approval to respond. The request shall not be unreasonably denied.

Union Representatives are responsible for coding their time appropriately when using Union Business Leave.

## **2. Union Collective Bargaining Leave**

The State shall approve leave for the purpose of negotiating a Collective Bargaining Agreement.

The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fourteen (14) days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.

Union Collective Bargaining Team members are responsible for obtaining approval from their Department or Division to use and to code their time appropriately when using Union Collective Bargaining Leave.

No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.

The Union is responsible for paying any travel or per diem expenses of Union Collective Bargaining Team members. Union Collective Bargaining Team members may not use State vehicles to travel to and from a bargaining session, unless expressly authorized in writing to do so by their Department or Division.

## **3. Union Grievance Leave**

Union Grievance Leave is paid leave that may be used when a Union Representative is performing Union-related duties associated with Article \_\_ , Grievance Procedure.

The Department or Division will grant the use of Union Grievance Leave to

Union Representatives, subject to operational needs. Requests for Union Grievance Leave must be submitted using the established process to request leave and as far in advance as possible to the Department or Division. Union Grievance Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request. It is incumbent on the employee requesting Union Grievance Leave to ensure their request has been received by their Department or Division for consideration.

Union Representatives are responsible for obtaining approval from their Departments or Divisions to use and to code their time appropriately when using Union Grievance Leave.

## **G. Confidentiality During Negotiations**

Bargaining sessions will be closed to the press and the public.

No proposals will be placed on the parties' websites or distributed to individuals not on the formal negotiations' teams.

The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place as long as that communication in no way undermines the negotiation process or divulges confidential information relative to the negotiation sessions.

The parties shall not maneuver around the formal negotiations' teams to gain any advantage in the negotiations process.

There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

## **Article XXV Political Activity**

Employees may vote as they choose and express their political opinions on any or all subjects without recourse, except that no employee may:

Directly or indirectly, solicit or receive, any monetary or nonmonetary contribution for a political purpose from anyone who is in the same Department or Division and who is a subordinate of the solicitor while on duty or acting in an official capacity.

Engage in political activity during working hours to improve chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay. This prohibition on political activity does not prohibit speech or activities otherwise authorized under the First Amendment and applicable federal law.

The parties agree that voluntary payroll deductions for Union political action committee (PAC)

contributions are permitted.

The Federal Hatch Act prohibits certain types of political activity on the part of State employees whose principal employment is in a federally funded program.

## **Article XXVI Strikes & Lockouts**

Neither the Union nor any employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, or on any other intentional interruption of operations of the State due to a labor dispute. The Union will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

The Employer will not lock out any employees during the term of this Agreement as a result of a dispute with the Union.

## **Disclosure of Improper Governmental Action**

Nevada law specifically encourages any State officer or employee to disclose improper governmental action to the extent not prohibited by law. It is the intent of the Legislature to protect an employee's rights should they make such a disclosure. "Improper governmental action" means any action taken by a State officer or employee in the performance of the officer or employee's official duties, whether the action is within the scope of employment, which is:

- a. In violation of any state law or regulation; or,
- b. An abuse of authority; or,
- c. Of substantial and specific danger to the public health or safety; or,
- d. Employee health or safety; or,
- e. A gross waste of public money.

State officers and employees are prohibited by law from using their authority or influence to prevent an employee's disclosure of improper governmental action. "Official authority or influence" includes taking, directing others to take, recommending, processing, or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation, or other disciplinary action.

The Employer will take any disclosure of improper governmental action very seriously. If a disclosing employee feels that they have experienced any retaliatory action or reprisal because they have made such a disclosure, the employee must submit a claim of retaliatory action or reprisal on the NPD-53 Appeal of "Whistleblower" Retaliation form.

### **FRAUD HOTLINE**

The Fraud Hotline is an established hotline number that allows employees to report inappropriate use of State funds or federal funds received by the Employer by calling the Fraud Hotline at (775)

687-0150.

The Employer must post the Fraud Hotline number in conspicuous places in each public building of its Departments.

## **Article XXVII Entire Agreement**

This document constitutes the entire Agreement and any past practice or past agreement between the parties prior to July 1, 2021 - whether oral or written - is null and void, unless specifically preserved in this Agreement.

This Agreement supersedes specific provisions of Department policies with which it conflicts.

During the negotiations of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

## **Article XXVIII Savings Clause**

If any court or administrative agency of competent jurisdiction finds any Article, Section, Subsection, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid Article, Section, Subsection, or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

## **Article XXIX Non-Appropriation**

The Employer and the Union recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations.

Legislative non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.

Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.

The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

## **Article XXX Distribution of Agreement**

The Employer will post this Agreement on the DHRM LRU's Internet page by the effective date of the Agreement.

The Employer will provide all employees with a link to the Agreement.

If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

## **Article XXXI Body Cameras**

Body cameras and any footage will be administered in accordance with applicable State law and Department or Division policies and procedures

## **Article XXXII Line of Duty Death**

In recognition of the services Category I Peace Officers provide, in the event that a Category I Peace Officer is killed in the line of duty, the State agrees to reimburse the employee's estate for costs up to a maximum of twenty thousand dollars (\$20,000) for memorial services, funeral services, and interment related expenses.

The employee's estate will also receive payment for all accrued Annual Leave, Compensatory Time, and accrued Sick Leave pursuant to NRS 284.

## **Article XXXIII Term of Agreement**

All provisions of this Agreement will become effective July 1, 2021, and will remain in full force and effect through June 30, 2023; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until a new agreement is reached. Any provisions agreed upon as retroactive in effect in this Agreement will only apply to employees employed in full-time, full pay status at the

time the Agreement is approved by the Board of Examiners and/or the Nevada State Legislature.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Matthew Kaplan, President  
Nevada Police Union

---

Frank Richardson  
State of Nevada

## **Article XXXIV   Appendices**

## **Article XXXV    Appendix A**

## **Article XXXVI    Appendix B**

## **Article XXXVII   Appendix C**

## **Article XXXVIII    Appendix D**

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 14, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Tiffany Smorra, 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 HUMAN RESOURCE MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 288.555, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Branch Department of the State of Nevada, requests approval to pay attorney's fees and costs in the amount of \$16,072.09 pursuant to an arbitration decision between the State and the Nevada Police Union (NPU), for Bargaining Unit G.

Additional Information:

Negotiations began in November 2020 for a collective bargaining agreement for Bargaining Unit G. In May 2021, the parties declared an impasse over the Compensation, Seniority, and Body Cameras proposals. In July 2021, the parties submitted pleadings before an arbitrator. The arbitrator rendered a decision to incorporate NPU's Compensation Article and to incorporate the State's Body Camera Article. The State and NPU came to an agreement on the Seniority Article.

Costs are to be paid through agency funding.

Statutory Authority:  
NRS 288.555

REVIEWED: _____
ACTION ITEM: _____



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Division of Human Resource Management***  
209 E. Musser Street, Suite 101 | Carson City, Nevada 89701  
Phone: (775) 684-0150 | <http://hr.nv.gov> | Fax: (775) 684-0122

**MEMORANDUM**

February 1, 2022

TO: Clerk of the Board of Examiners

THROUGH: Frank Richardson, Administrator, Division of Human Resource Management

FROM: Mandee Bowsmith, Deputy Administrator, Labor Relations Unit

SUBJECT: Consideration and Approval of NPU Arbitration Decision

---

Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the Nevada Police Union (NPU) began negotiations for a collective bargaining agreement (CBA) in November 2020.

In May 2021, the parties declared impasse over three proposals: Compensation, Seniority, and Body Cameras.

In July 2021, the parties submitted pleadings before an arbitrator. The arbitrator rendered a decision whereby the parties were instructed to come to agreement on Seniority, the Body Camera language put forward by the State was accepted, and the Compensation language put forward by the NPU was accepted.

The State of Nevada appealed the arbitrator's decision to District Court. The District Court upheld the arbitrator's decision and awarded attorney's fees and costs to the NPU.

The State of Nevada has made the decision not to appeal the District Court decision to the Nevada Supreme Court.

### Request in Front of the Board

Pursuant to NRS 288.555<sup>1</sup>, the Division of Human Resource Management (DHRM), Labor Relations Unit (LRU) is respectfully placing the NPU arbitration decision in front of this Board for review and approval.

### Implementation of the Arbitration Decision

NRS 288.505 (1) (c) states that a CBA must include “a non-appropriation clause that provides that any provision of the collective bargaining agreement which required the Legislature to appropriate money is effective only to the extent of legislative appropriation.” This statute further states that “If there is a conflict between any provision of an agreement between the Executive Department and an exclusive representative and: (c) a provision of chapter 284 or 287 of NRS or NRS 288.570, 288.575, or 288.580, the provision of the agreement prevails unless the Legislature is required to appropriate money to implement the provision, within the limits of legislative appropriations and any other available money” (NRS 288.505 (5) (c)).

Article XXIX - Nonappropriation of the NPU CBA was mutually agreed upon by the parties during collective bargaining sessions for the initial CBA. Article XXIX states:

*The Employer and the Union recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Nevada State Legislature. The Governor*

---

<sup>1</sup> **NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.**

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
  - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
  - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
  - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

*shall request the drafting on a legislative measure<sup>2</sup> to effectuate those provisions under this Agreement that require Legislative Appropriations.*

*Legislative non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.*

*Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.*

*The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.*

The Executive Department has maintained the position that it has no authority to affect the arbitration decision which would give employees covered under Bargaining Unit G the following direct compensation:

- A two percent (2%) cost-of-living allowance (COLA) increase, effective July 1, 2022.
- Employees covered under the CBA with continuous State service of more than ten (10) years as of July 1, 2022, will receive annual longevity bonus payments of one thousand five hundred dollars (\$1,500.00).
- Employees covered under the CBA with a Bachelor's degree will receive an annual education bonus payment of nine hundred dollars (\$900.00), beginning July 1, 2022.
- Employees covered under the CBA with an Associate's degree will receive an annual education bonus payment of five hundred dollars (\$500.00), beginning July 1, 2022. An employee who has a Bachelor's degree will not be eligible for a bonus based on their Associate's degree.
- Any uniform allowance checks shall be paid in a separate check.
- Field Training Officer (FTO) Pay is equivalent to five percent (5%) of their regular hourly base rate of pay for the hours spent in FTO status.
- Employees assigned to K-9 duty are eligible to receive additional pay equivalent to five percent (5%) of their regular hourly rate of pay.
- An employee who is assigned to motorcycle duty may be eligible to receive a Special Adjustment to Pay (Moters Pay) equivalent to five percent (5%) of their regular hourly rate of pay.

---

<sup>2</sup> **NRS 288.560 Effective date of provisions of collective bargaining agreements; exception for provisions that require legislative measure to be given effect; duty of Governor to request drafting of legislative measure.** If a provision of a collective bargaining agreement:

1. Does not require an act of the Legislature to be given effect, the provision becomes effective in accordance with the terms of the agreement.
2. Requires an act of the Legislature to be given effect:
  - a. The Governor shall request the drafting of a legislative measure pursuant to NRSS 218D.175 to effectuate the provision; and
  - b. The provisions becomes effective, if at all, on the date on which the act of the Legislature becomes effective.

The Governor fulfilled his obligation under NRS 288.560 and requested the drafting of what became Assembly Bill (AB) 493, or the "Pay Bill," for the 81<sup>st</sup> Legislative Session. AB 293 included the amounts negotiated in the executed and approved CBA's for Bargaining Unit employees. Because the CBA between the Executive Department and the NPU was not executed and approved prior to the Legislature adjourning *sine die* on June 1, 2021, AB 493 reflected a request of one percent (1%) in a COLA for employees covered under Bargaining Unit G effective July 1, 2022. AB 493 did not request, nor did the Legislature appropriate any additional funding for collective bargaining purposes generally, or for Bargaining Unit G employees specifically.

At this time, the Executive Department can implement the arbitration decision only so far as to include the language in the CBA before the Board for approval. The Executive Department cannot disburse any direct compensation without specific appropriation by the Legislature.

#### Fiscal Impact

The fiscal impact of attorney's fees and costs to the NPU awarded in the arbitration decision is \$16,072.09. The Executive Department is unable to determine other specific total fiscal impact this arbitration decision will have on Department/Division budgets as employee's level of education is not readily available.

Thank you for your consideration.

Attachments: NPU Arbitration Decision  
District Court Decision

**NPU Arbitration**  
**Abritrator's Final Order**  
**Case Number: 210124-03033**

**NPU's Attorney's fees and costs**

**NPU's Attorney's Fees**

Fees incurred for preparing and filing Motion to Confirm the Aritation Award. \$ 3,662.50

Fees incurred for preparing and filing opposition to the State's Motion to Vacate the Arbitration Award and replay in support of the award. 4,700.00

Fees incurred for preparing for, and attending, the hearing on the Parties' Motions, as well as the subsequent order. 6,175.00

Total NPU Attorney's Fees: \$ 14,537.50

NPU costs and fees for the hard costs of the listigations and its use of staff. 1,534.59

Total NPU fees and costs: \$ 16,072.09

1           IN THE MATTER OF ARBITRATION  
2                           BETWEEN  
3       STATE OF NEVADA,  
4                           Employer,  
5           v.  
6       NEVADA POLICE UNION,  
7                           Union.

**Case Number: 210124-03033**  
**ARBITRATOR'S FINAL ORDER**

9           This case comes before the Arbitrator pursuant to NRS 288.575. The State of Nevada (the "State")  
10       and the Nevada Police Union ("NPU" and collectively with the State, "the Parties") unsuccessfully  
11       attempted to mediate their issues in dispute prior to beginning this arbitration.

12           Under NRS 288.575(1), "any proposal that conflicts or is otherwise inconsistent with any  
13       provision of state law, other than the provisions of chapters 284 and 287 of NRS, shall be considered  
14       withdrawn by the proposing party when mediation is discontinued." Pursuant to the NPU and the State  
15       of Nevada Scheduling Order II A. (*Briefing Regarding Withdrawal of Offer Pursuant to NRS 288.575(1)*)  
16       and II B. (*Decision on Motion to Deem Withdrawn*), the Parties timely filed their Motions. Both Motions  
17       were fully briefed by the Parties and submitted for consideration on July 13, 2021. On July 16, 2021, the  
18       Arbitrator issued a Decision and Order. The Arbitrator's final Decision, in Section III of the Order, is  
19       hereby incorporated by reference and attached hereto as Exhibit A. The Arbitrator's Order was  
20       dispositive on the Parties *Compensation* and *Body Camera* Articles. On Monday, July 19, 2021, the  
21       Parties entered into an agreement on the *Seniority* Article. The Union made an unopposed motion that  
22       the Arbitrator issue a Final Order on all issues.

23                       NRS 288.580(1) outlines the requirements and standards for the decision of  
24                       the Arbitrator: For issues in dispute after arbitration proceedings are held  
25                       pursuant to NRS 288.575, the arbitrator shall incorporate either the final  
26                       offer of the Executive Department or the final offer of the exclusive  
27                       representative into his or her decision. The decision of the arbitrator shall  
28                       be limited to a selection of one of the two final offers of the parties. The  
                      arbitrator shall not revise or amend the final offer of either party on any  
                      issue.

///

1           However, here, the parties' *Compensation* and *Body Camera* articles are no longer in dispute,  
2 because pursuant to the Arbitrator's July 16, 2021, Order, the State does not have a *Compensation* offer  
3 and the Union does not have a *Body Camera* offer. For this reason, the Arbitrator does not address the  
4 factors for assessing the reasonableness of competing offers that are in dispute.

5           Because this Arbitrator finds there are no remaining issues in dispute, and having carefully  
6 reviewed all relevant statutes and State provisions, the Arbitrator finds as follows:

7           ***NOW, THEREFORE***, the Arbitrator finds that "the State's final offer on *Compensation* is found  
8 in conflict with NRS 288.150's obligation requiring the State to negotiate wages with the Union and NRS  
9 288.410, which [negotiations] continues throughout the entirety of the bargaining [process] which  
10 includes arbitration as expressly stated in NRS 288.575(4)." Arbitrator's Decision and Order at 5. For  
11 that reason, the Arbitrator **Granted** NPU's Motion to Consider the State's *Compensation* Offer  
12 Withdrawn.

13           Given that there are no competing articles left on the issue of *Compensation*, the Union's  
14 *Compensation* Article must be incorporated in the Final Collective Bargaining Agreement between the  
15 State of Nevada and the Nevada Police Union for the 2021 to 2023 term.

16           ***NOW, THEREFORE***, "the Arbitrator finds that NPU's Proposal on *Body Cameras* conflicts or  
17 is otherwise found inconsistent with Nevada's Public Records law (NRS 239.010). It places limitation,  
18 through a contractual agreement, on a person's right to view public records; and conflicts or is  
19 inconsistent with NRS 289.830(1), because it interferes with law enforcement agencies' duty to  
20 implement policies and procedures under NRS 289.830(1)." See Arbitrator's Decision and Order at 5-6.  
21 For that reason, the Arbitrator **Granted** the State's Motion to Deem NPU's *Body Camera* Proposal  
22 withdrawn. *Id.*

23           Given that there are no competing articles left on the issue of *Body Cameras*, the State's *Body*  
24 *Camera* Article must be incorporated in the Final Collective Bargaining Agreement between the State of  
25 Nevada and the Nevada Police Union for the 2021 to 2023 term.

26           ***NOW, THEREFORE***, because both Parties came to an agreement on *Seniority*, the Parties agreed  
27 upon *Seniority* Article must be incorporated in the Final Collective Bargaining Agreement between the  
28 State of Nevada and the Nevada Police Union for the 2021 to 2023 term.

1 **IT IS SO ORDERED.**

2  
3 DATED this 19th day of July, 2021.

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5 CLAUDE DAWSON AMES, ARBITRATOR  
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Alex R. Velto (14961)  
HUTCHISON & STEFFEN, PLLC  
5371 Kietzke Lane  
Reno, Nevada 89511  
Tel: (775) 853-8746  
Fax: (702) 201-9611  
Email: [avelto@hutchlegal.com](mailto:avelto@hutchlegal.com)

*Attorney for Nevada Police Union*

**FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**  
**IN AND FOR CARSON CITY**

NEVADA POLICE UNION,

Petitioner,

v.

STATE OF NEVADA, NEVADA  
DEPARTMENT OF ADMINISTRATION,  
LAURA FREED, DIRECTOR OF  
NEVADA DEPARTMENT OF  
ADMINISTRATION, GOVERNOR STEVE  
SISOLAK

Respondents.

Case No. 21 0C 001291B

Dept. No. I

**NEVADA POLICE UNION'S  
APPLICATION FOR FEES AND  
COSTS IN ACCORDANCE WITH  
ORDER GRANTING NEVADA  
POLICE UNION'S MOTION TO  
CONFIRM THE ARBITRATION  
AWARD, DENYING STATE OF  
NEVADA'S MOTION TO VACATE  
THE ARBITRATION AWARD, AND  
GRANTING NEVADA POLICE  
UNION'S REQUEST FOR  
ATTORNEY FEES AND COSTS**

Petitioner Nevada Police Union ("Union") files this *Application for Fees and Costs* pursuant to this Court's Order granting its *Motion to Confirm The Arbitration Award, Denying State Of Nevada's Motion To Vacate The Arbitration Award, And Granting Nevada Police Union's Request For Attorney Fees And Costs* entered on December 6, 2021. Pursuant to the Court's order, the Union herein identifies the fees incurred to assist the Court in determining the amount to award the Union

This submission is supported by the Declaration of Alex R. Velto, attached as Exhibit 1, the Declaration of Devon T. Reese, attached as Exhibit 2 and the billing statements and summaries of the work provided as set forth in Exhibit 3. Mr. Velto's Declaration (Ex. 1)

1 further describes the attorneys who completed the work, and the nature of the work performed  
2 to support the reasonableness of the requested attorney's fees.

3  
4 **I. Fees incurred for preparing and filing the Motion to Confirm the Arbitration Award**

5 Alex Velto, an associate attorney at Hutchison & Steffen prepared the motion to confirm  
6 the Arbitration award. A summary and related documentation setting forth the hours worked,  
7 fees incurred, and analyzing the *Brunzell* factors is attached as Exhibits 1, 2, and 3. The total  
8 fees incurred for preparing and filing the motion to confirm the Arbitration award is \$3,662.50.

9 **II. Fees incurred for preparing and filing the Opposition to the State's Motion to Vacate the Arbitration Award and reply in support of the award.**

10 Alex Velto and Jason D. Guinasso, the managing partner of the Reno office for  
11 Hutchison & Steffen participated in preparing and revising the opposition to the State's motion  
12 to vacate the Arbitration award and reply in support of its motion to confirm the award. A  
13 summary and related documentation setting forth the hours worked, fees incurred, and  
14 analyzing the Brunzell factors is attached as Exhibits 1, 2, and 3. The total fees incurred for  
15 the opposition and reply are \$4,700.

16 **III. Fees incurred for preparing for, and attending, the hearing on the Parties' Motions, as well as the subsequent order.**

17 Alex Velto prepared for and attended the hearing on the Parties' motions, as well as the  
18 subsequent order. A summary and related documentation setting forth the hours worked, fees  
19 incurred, and analyzing the *Brunzell* factors is attached as Exhibits 1, 2, and 3. The total fees  
20 incurred for the opposition and reply \$6,175.

21 **IV. This Court should award Nevada Police Union's reasonable costs and attorney's fees requested under the Brunzell factors.**

22 This submission is provided to allow the Court to determine the reasonable cost and  
23 attorney's fees for Nevada Police Union. The Nevada Supreme Court has articulated four  
24 factors to determine whether attorneys' fees are reasonable: "(1) the qualities of the advocate:  
25

1 his ability, his training, education, experience, professional standing and skill; (2) the character  
2 of the work to be done: it's difficulty, its intricacy, its importance, time and skill required, the  
3 responsibility imposed and the prominence and character of the parties where they affect the  
4 importance of the litigation; (3) the work actually performed by the lawyer: the skill, time,  
5 attention given to the work; (4) the result: whether the attorney was successful and what  
6 benefits were derived." *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31,  
33 (1969).

7 Here, as it relates to qualities of the advocate, Alex Velto has over two years of  
8 experience practicing as a litigation attorney in Nevada. He is currently an associate attorney  
9 with Hutchison & Steffen and graduated from the William S. Boyd School of Law *Magna*  
10 *Cum Laude*, then clerking for Justice Hardesty of the Nevada Supreme Court before joining  
11 the law firm. Since joining the law firm, he has focused on labor and employment, specifically  
12 collective bargaining, collective bargaining disputes, and arbitrations over collective  
13 bargaining issues. He has also been involved in all stages of commercial litigation and have  
14 become licensed to practice law in California as well as Nevada. He was the primary attorney  
15 who prepared the motions, responses, and arguments before this Court and reviewed other  
16 attorney and staffs' work in our office, working with oversight and in concert with Jason D.  
Guinasso and Devon T. Reese.

17 Second, as it relates to the character of the work (including difficulty and intricacy, its  
18 importance, etc.): the State itself claimed this was an issue of first impression in its motion to  
19 vacate the arbitration award. The parties briefed roughly a hundred pages of motions to  
20 consider each other's offers withdrawn before the Arbitrator. And the Nevada Police Union  
21 is the largest state-wide law enforcement union and only union without a contract, amplifying  
22 the importance of securing a court order to enforce the arbitration award. The Union fought  
23 for hundreds of members, even though the State has refused to reach an agreement. It is worth  
24 noting the State has still not committed to abiding by the Arbitrator's ruling. 16. All work  
25 performed was necessary and in the furtherance of getting a collective bargaining agreement  
between the State of Nevada and the Nevada Police Union.

1 Third, as it relates to the work actually performed. Counsel for the Union worked  
2 tirelessly to synthesize the law and explain the underlying facts from months for arbitration  
3 litigation. counsel needed to prepare for a hearing and be able to articulate its argument  
4 depending on how the Court would have liked its concerns addressed. There were several  
5 avenues the Court could have gone with questioning, so Counsel needed to be prepared.

6 Finally, as it relates to the results obtained, Nevada Police Union was able to secure an  
7 order affirming the Arbitration award and awarding attorney fees and costs.

8 Nevada Police Union's intent in submitting this Application is to provide the Court with  
9 information sufficient to consider, determine, and award the reasonable attorney's fees and  
10 costs Nevada Police Union incurred in bringing the underlining motion for summary judgment.  
11 Nevada Police Union attorney's fees total \$14,537.50. Nevada Police Union also requests this  
12 Court award it the costs of \$1,534.59 in costs and fees for the hard costs of this litigation and  
13 its use of staff.

14 DATED this 16 day of December, 2021.

15 HUTCHISON & STEFFEN, PLLC

16 

17 Alex R. Velto (14961)

18 5371 Kietzke Lane

19 Reno, Nevada 89511

20 Attorney for Nevada Police Union  
21  
22  
23  
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25

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Hutchison & Steffen, PLLC  
3 and that on this 10<sup>th</sup> day of December, 2021, I caused the above and foregoing document  
4 entitled **NEVADA POLICE UNION'S APPLICATION FOR FEES AND COSTS IN**  
5 **ACCORDANCE WITH ORDER GRANTING NEVADA POLICE UNION'S MOTION**  
6 **TO CONFIRM THE ARBITRATION AWARD, DENYING STATE OF NEVADA'S**  
7 **MOTION TO VACATE THE ARBITRATION AWARD, AND GRANTING NEVADA**  
8 **POLICE UNION'S REQUEST FOR ATTORNEY FEES AND COSTS** to be served by  
9 electronic mail to the following:

10  
11 Greg D. Ott  
12 Deputy Attorney General  
13 State of Nevada  
14 Office of the Attorney General  
15 100 North Carson Street  
16 Carson City, Nevada 89701-4717  
17 [GOtt@ag.nv.gov](mailto:GOtt@ag.nv.gov)  
18 *Attorney for the State of Nevada*

Laura Freed, Director  
Frank Richardson, Chief Negotiator  
Department of Administration  
Division of Human Resource Management  
Labor Relations Unit  
515 E. Musser Street  
Carson City, Nevada 89701  
[laurafreed@admin.nv.gov](mailto:laurafreed@admin.nv.gov)  
[frichardson@admin.nv.gov](mailto:frichardson@admin.nv.gov)

16 Claude Dawson Ames, Esq.,  
17 Arbitrator-Mediator  
18 Post Office Box 11180  
19 Oakland, California 94611  
20 [claudames@aol.com](mailto:claudames@aol.com)

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An employee of Hutchison & Steffen, PLLC

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**LIST OF EXHIBITS**

Exhibit No.	Document Title	No. of Pages (including exhibit cover page)
1	Declaration of Alex R. Velto, Esq.	
2	Declaration of Devon T. Reese, Esq.	
3	Billing for Preparation of Motions and Hearings on Motions	

# EXHIBIT 1

1 **DECL**  
Alex R. Velto (State Bar No. 14961)  
2 HUTCHISON & STEFFEN, PLLC  
5371 Kietzke Lane  
3 Reno, Nevada 89511  
Tel: (775) 853-8746  
4 Fax: (702) 201-9611  
Email: [avelto@hutchlegal.com](mailto:avelto@hutchlegal.com)

5 *Attorney for Nevada Police Union*

6 **FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**

7 **IN AND FOR CARSON CITY**

8 NEVADA POLICE UNION,

9 Petitioner,

10 v.

11 STATE OF NEVADA, NEVADA  
12 DEPARTMENT OF ADMINISTRATION,  
LAURA FREED, DIRECTOR OF NEVADA  
13 DEPARTMENT OF ADMINISTRATION,  
GOVERNOR STEVE SISOLAK

14 Respondents.  
15  
16

Case No. 21 OC 001291B

Dept. No. I

**DECLARATION OF ALEX R.  
VELTO IN SUPPORT OF  
APPLICATION FOR FEES AND  
COSTS**

- 17
- 18 1. I am over the age of 18 and am a resident of the State of Nevada.
- 19 2. I have personal knowledge of the facts herein and, if called as a witness, would
- 20 testify competently thereto.
- 21 3. I suffer no legal disabilities and have personal knowledge of the facts set forth
- 22 herein.
- 23 4. I am an Attorney at Hutchison & Steffen, which represents the Nevada Police
- 24 Union, and have been a primary attorney handling the briefing and argument before this Court.
- 25

1           5.     I make this declaration in support of Nevada Police Union's Application for  
2 fees and costs in accordance with this Court's order granting fees and costs.

3           6.     My normal billing rate for legal services is \$330 per hour. This number is  
4 consistent with other attorneys of my background with similar years of experience.

5           7.     For the Nevada Police Union, we structure our fee arrangement differently than  
6 for most clients. Because the Nevada Police Union is a new union that was just given the right  
7 to collectively bargain, we charge the Nevada Police Union a flat rate fee every month. This  
8 flat rate includes a number of services—namely, collective bargaining representation and  
9 discipline representation. We also offer off-retainer work for litigation that stems from  
10 collective bargaining or arbitration and complaints that must be filed with the EMRB.

11          8.     Our hybrid legal services model is in-line with the modern trend for attorneys  
12 to accommodate clients in the early stages of their operation. This model is also consistent  
13 with how we price legal services for a number of other police unions we represent.

14          9.     For the Nevada Police Union, we charged a flat-fate of \$7,500 per month for  
15 legal services. However, at the end of collective bargaining with the State, when it became  
16 clear the State would attempt to vacate the Arbitration award, we began charging the Nevada  
17 Police Union an additional \$2,500 per month to account for the litigation before this Court.  
18 As such, we have charged the Nevada Police Union \$2,500 per month for the months of  
19 September, October, November, and December to account for this litigation.

20          10.    In addition to the flat-rate per month that accounts for this litigation, we charge  
21 an hourly rate for legal services of \$125 per hour. This blended model—which includes a flat  
22 rate and hourly services—provides certainty to our clients and accurately reflects the cost of  
23 providing the Nevada Police Union legal services.

24          11.    I have reviewed the pertinent attorney's fees billed for legal services performed  
25 in this action. These bills accurately itemize the time spent and the work performed by

1 attorneys at Hutchison & Steffen to prepare the motion to confirm the Arbitration award,  
2 oppose the motion to vacate the Arbitration award and prepare a reply in support of our motion,  
3 prepare for argument and appear for the hearing on the motion to confirm and/or vacate the  
4 Arbitration award, and preparing the order for this Court.

5 12. The fees Nevada Police Union incurred for this work are reasonable and  
6 customary for the work performed in preparing the above identified documents and resolving  
7 this kind of litigation.

8 13. The Nevada Supreme Court has articulated four factors to determine whether  
9 attorneys' fees are reasonable: "(1) the qualities of the advocate: his ability, his training,  
10 education, experience, professional standing and skill; (2) the character of the work to be done:  
11 it's difficulty, its intricacy, its importance, time and skill required, the responsibility imposed  
12 and the prominence and character of the parties where they affect the importance of the  
13 litigation; (3) the work actually performed by the lawyer: the skill, time, attention given to the  
14 work; (4) the result: whether the attorney was successful and what benefits were derived."  
15 *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 14. First, as it relates to qualities of the advocate, I have over two years of  
17 experience practicing as a litigation attorney in Nevada. I am currently an associate attorney  
18 with Hutchison & Steffen. I graduated from the William S. Boyd School of Law Magna Cum  
19 Laude and then clerked for Justice Hardesty of the Nevada Supreme Court before joining the  
20 law firm. Since joining the law firm, I have focused on labor and employment, specifically  
21 collective bargaining, collective bargaining disputes, and arbitrations over collective  
22 bargaining issues. I have also been involved in all stages of commercial litigation and have  
23 become licensed to practice law in California as well as Nevada. I was the primary attorney  
24 who prepared the motions, responses, and arguments before this Court and reviewed other  
25

1 attorney and staffs' work in our office, working with oversight and in concert with Jason D.  
2 Guinasso and Devon T. Reese.

3 15. Second, as it relates to the character of the work (including difficulty and  
4 intricacy, its importance, etc.): the State itself claimed this was an issue of first impression in  
5 its motion to vacate the arbitration award. The parties briefed roughly a hundred pages of  
6 motions to consider each other's offers withdrawn before the Arbitrator. And the Nevada  
7 Police Union is the largest state-wide law enforcement union and only union without a  
8 contract, amplifying the importance of securing a court order to enforce the arbitration award.  
9 The Union fought for hundreds of members, even though the State has refused to reach an  
10 agreement.

11 16. All work performed was necessary and in the furtherance of getting a collective  
12 bargaining agreement between the State of Nevada and the Nevada Police Union.

13 17. Third, as it relates to work actually performed. The legal issues and clarity  
14 required in the writing and motion practice required synthesis of complicated cases and  
15 thorough editing to allow this Court to reach the correct conclusion. Furthermore, counsel  
16 needed to prepare for a hearing and be able to articulate its argument depending on how the  
17 Court would have liked its concerns addressed.

18 18. Finally, as it relates to the results obtained, I, with significant assistance from  
19 my firm and other attorneys, was able to secure an order affirming the Arbitration award and  
20 awarding attorney fees and costs.

21 19. Based on the foregoing, I respectfully submit that all of the *Brunzell* factors are  
22 met and the legal fees in the amount of \$14,537.50 are reasonable.

23 20. Attached to this Submission as Exhibit 3 is a true and accurate summary of the  
24 time each attorney spent in the preparation, revision, and finalization of the above identified  
25 documents and preparation for argument. Also included in Exhibit 3 are true and correct

1 portions of the billings that support the summary of the fees incurred. The total fees incurred  
2 relating to the preparation of the motion to confirm the Arbitration award is: \$3,662.50. The  
3 total fees incurred relating to the preparation of the opposition to the motion to confirm the  
4 Arbitration award and reply in support of the award is: \$4,700. The total fees incurred relating  
5 to the preparation for oral argument on the motions, appearing for the hearing, and preparing  
6 the final motion is \$6,175.

7 21. In addition to the legal service fees, we incurred costs in the amount of \$496.59,  
8 which included legal research on Westlaw and \$1,075 for paralegal/legal assistant fees. This  
9 includes time billed by Amy Otuhaha (AMO), Bernadette Francis (BMF), Astrid Perez (AAP),  
10 Kelli Radnothy (KLR) who are or were certified paralegals at our firm or law clerks prior to  
11 passing the Bar exam.

12 22. Therefore, the total reasonable fees and costs for this matter the Nevada Police  
13 Union seeks is **\$16,109.09**.

14 23. I declare the foregoing to be true under the penalty of perjury for the laws of  
15 the State of Nevada.

16 Dated: 12/16/21

  
\_\_\_\_\_  
Alex R. Velto

## EXHIBIT 2

1 **DECL**

Alex R. Velto (State Bar No. 14961)

2 HUTCHISON & STEFFEN, PLLC

5371 Kietzke Lane

3 Reno, Nevada 89511

Tel: (775) 853-8746

4 Fax: (702) 201-9611

Email: [avelto@hutchlegal.com](mailto:avelto@hutchlegal.com)

5 *Attorney for Nevada Police Union*

6 **FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**

7 **IN AND FOR CARSON CITY**

8 NEVADA POLICE UNION,

Case No. 21 0C 001291B

9 Petitioner,

Dept. No. I

10 v.

11 STATE OF NEVADA, NEVADA  
12 DEPARTMENT OF ADMINISTRATION,  
LAURA FREED, DIRECTOR OF NEVADA  
13 DEPARTMENT OF ADMINISTRATION,  
GOVERNOR STEVE SISOLAK

**DECLARATION OF DEVON T.  
REESE IN SUPPORT OF  
APPLICATION FOR FEES AND  
COSTS**

14 Respondents.  
15

16 Devon T. Reese hereby declares under the penalty of perjury for the laws of the state  
17 of Nevada as follows:

- 18 1. I am a resident of Nevada and over 18 years old.
- 19 2. I am an Partner at Hutchison & Steffen LLC ("H&S") and have been an  
20 attorney practicing in Northern Nevada for 21 years.
- 21 3. I make this declaration as requested by the Court in support of *Application for*  
22 *Fees and Costs* pursuant to this Court's Order granting its *Motion to Confirm The Arbitration*  
23 *Award, Denying State Of Nevada's Motion To Vacate The Arbitration Award, And Granting*  
24 *Nevada Police Union's Request For Attorney Fees And Costs.*  
25

1           4.       After graduating law school in 2000, I served as a law clerk for Justice Cliff  
2 Young at the Nevada Supreme Court in Carson City, Nevada. Since my time as a law clerk,  
3 I have operated my own law firm, served as in-house counsel, and worked for multiple law  
4 firms before joining H&S as a partner.

5           5.       I practice in the Northern Nevada legal community, including Carson City  
6 and the First Judicial District Court of the State of Nevada, where I have tried cases.

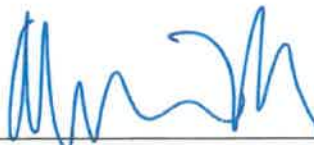
7           6.       I reviewed the billing rates and billing for Alex Velto and Jason D. Guinasso  
8 in this matter, as well as Alex Velto's declaration in support of attorney fees and costs. I am  
9 of the opinion that their billing rates and the fees charged are reasonable based on my  
10 experience in the local legal community and, more specifically, in line with how our law firm  
11 has charged law enforcement unions over the years.

12          7.       A reasonable billing rate for a partner in the Carson City legal community for  
13 an attorney of Jason Guinasso's caliber is in excess of \$400 per hour. Mr. Guinasso is one of  
14 the top attorneys in the State of Nevada. His record speaks for itself. I base this assessment  
15 on my experience with the legal community in Carson City, Northern Nevada, and in similar  
16 cases.

17          9.       A reasonable billing rate for an associate attorney in the Carson City legal  
18 community for an attorney with the experience and skill of Alex R. Velto is in excess of  
19 \$330 per hour. I base this on my experience in the legal community in Carson City,  
20 Northern Nevada, and in similar cases.

21          13.      I declare the foregoing to be true under the penalty of perjury for the laws of  
22 the State of Nevada.

23          Executed on this 16<sup>th</sup> day of December, 2021.

24   
25 \_\_\_\_\_  
Devon T. Reese, Esq.

# EXHIBIT 3

## Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

Time &amp; Rate: Bill Value

**VIA EMAIL ONLY**

## Fees

[illegible]

## Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

Time &amp; Rate: Bill Value

## Fees

[illegible]

## Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

Time &amp; Rate: Bill Value

## Fees

[illegible]

## Statement of Account

008782	Nevada Police Union
000006	Arbitration-Collective Bargaining (NPU v. State of N

**Time & Rate: Bill Value**

## Fees

Date	ID	Description	Time	HrlyRate	OrigAmount	BllAmount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7/21/2021	ARV	Research and review waiver in the context of a motion to vacate an arbitration award.	0.60	\$125	\$75.00	\$75.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7/21/2021	ARV	Prepare olive branch letter to the State. [REDACTED]	1.00 [REDACTED]	\$125 [REDACTED]	\$125.00 [REDACTED]	\$125.00 [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8/6/2021	ARV	Continue preparing motion to confirm Arbitration award. [REDACTED]	2.00 [REDACTED]	\$125 [REDACTED]	\$250.00 [REDACTED]	\$250.00 [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8/9/2021	ARV	Continue preparing motion to confirm Arbitration award.	1.00	\$125	\$125.00	\$125.00
8/16/2021	ARV	Continue preparing motion to confirm arbitration award.	2.00	\$125	\$250.00	\$250.00
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8/17/2021	ARV	Review and revise motion to confirm arbitration award.	1.00	\$125	\$125.00	\$125.00
8/17/2021	AMO	Review and revise Petition to Confirm Arbitrator's Award for formatting, spelling, grammar, and readability.	0.80	\$125	\$100.00	\$100.00
8/19/2021	ARV	Review, revise, and prepare motion for filing.	0.50	\$125	\$62.50	\$62.50
8/19/2021	ARV	Continue preparing motion to confirm Arbitration.	0.50	\$125	\$62.50	\$62.50
8/19/2021	-ARV	Finalize and file Petition for Confirmation of Arbitrator's Award upon Steve Sisolak and Aaron Ford.	0.30	\$125	\$37.50	\$37.50
8/19/2021	AMO	Preparation of Exhibit List and assemble Exhibits to Petition for Confirmation of Arbitrator's Award.	0.50	\$125	\$62.50	\$62.50
8/19/2021	AMO	Telephone conference with the Governor's office and Capitol Police regarding service of Petition for Confirmation of Arbitrator's Award in First Judicial District Court.	0.20	\$125	\$25.00	\$25.00

# Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

Time & Rate: Bill Value

## Fees

Date	ID	Description	Time	Hourly Rate	Orig Amount	Bill Amount
8/19/2021	AMO	Telephone conference with the Attorney General's Office regarding service of Petition for Confirmation of Arbitrator's Award in First Judicial District Court.	0.20	\$125	\$25.00	\$25.00
8/19/2021	AMO	Review and revise Petition for Confirmation of Arbitrator's Award for formatting, corrected caption, removal of footnotes, update certificate of service with correct service recipients and addresses and addition of reference to missing exhibit.	0.50	\$125	\$62.50	\$62.50
8/19/2021	AMO	Coordinate filing and service of Petition for Confirmation of Arbitrator's Award upon Steve Sisolak and Aaron Ford.	0.30	\$125	\$37.50	\$37.50
8/19/2021	AMO	Preparation of email correspondence to counsel with courtesy copy of file stamped Petition for Confirmation of Arbitrator's Award.	0.20	\$125	\$25.00	\$25.00
8/19/2021	AMO	Preparation of Civil Cover Sheet for Petition for Confirmation of Arbitrator's Award.	0.20	\$125	\$25.00	\$25.00
8/19/2021	AMO	Preparation of Initial Appearance Affirmation Sheet for Petition for Confirmation of Arbitrator's Award.	0.20	\$125	\$25.00	\$25.00
8/19/2021	AMO	Review First Judicial District Court Website for filing fee for Petition for Confirmation of Arbitrator's Award and preparation of check.	0.30	\$125	\$37.50	\$37.50
8/24/2021	AMO	[NO CHARGE] Telephone conference with Dawn at C&H Courier regarding service of Petition on Attorney General and State of Nevada under Case No. 21OC00129 1B.	0.20	\$0	\$0.00	\$0.00
8/25/2021	ARV	Review service statutes; communicate with Amy re next steps; email and call General Counsel for Governor.	0.40	\$125	\$50.00	\$50.00
8/25/2021	AMO	Telephone conference with Sandy at the Attorney General's Office regarding their non-acceptance of service of the Petition to Confirm Arbitrator's Award stating the Governor's office advised our runner they were accepting service for the Governor; request a call back from someone who can help solve the issue.	0.20	\$125	\$25.00	\$25.00
8/25/2021	AMO	Telephone conference with Roberta at the Governor's office regarding the Attorney General Office's non-acceptance of service of the Petition to Confirm Arbitrator's Award stating the Governor's office advised our runner they were accepting service for the Governor but they said they cannot arbitrarily accept service; request a call back from Kevin Benson, Esq.	0.20	\$125	\$25.00	\$25.00
8/25/2021	AMO	Telephone conference with Karen at the Attorney General's Office confirming acceptance of service.	0.20	\$125	\$25.00	\$25.00
8/25/2021	AMO	[NO CHARGE] Telephone conference with Dawn at C&H Courier regarding conversations and messages left for AG and Governor's office.	0.20	\$0	\$0.00	\$0.00
8/26/2021	ARV	Finalize and file Amended Petition to Confirm Arbitration Award under Case No. 21-OC-00129 1B.	0.20	\$125	\$25.00	\$25.00
8/26/2021	ARV	Review service status; amend petition; correspond with Governor general counsel.	0.50	\$125	\$62.50	\$62.50
8/26/2021	AMO	Preparation of Summons for Amended Petition to Director of Department of Administration under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
8/26/2021	AMO	Review and revise Amended Petition to Confirm Arbitration Award under Case No. 21-OC-00129 1B.	0.20	\$125	\$25.00	\$25.00
8/26/2021	AMO	Review and revise Amended Petition to Confirm Arbitration Award for formatting and re-assemble exhibits under Case No. 21-OC-00129 1B.	0.30	\$125	\$37.50	\$37.50
8/26/2021	AMO	Preparation of Summons for Amended Petition to Governor Sisolak under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
8/26/2021	AMO	Preparation of Summons for Amended Petition to Laura Freed, Director of Department of Administration under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
8/26/2021	AMO	Research Notices of Petitions versus Summons for perfected service under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
8/26/2021	AMO	Preparation of Summons for Amended Petition to State of Nevada under Case No. 21-OC-00129 1B.	0.20	\$125	\$25.00	\$25.00
8/31/2021	ARV	Review and analyze Summons served on State of Nevada under Case No. 21OC00129 1B.	0.20	\$125	\$25.00	\$25.00
8/31/2021	AMO	Review NRCP 4.1 and coordinate service of Amended Petition and Summons	0.40	\$125	\$50.00	\$50.00

# Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

Time & Rate: Bill Value

## Fees

Date	ID	Description	Time	Hourly Rate	Other Amount	Bill Amount
		on Nevada Department of Administration, Laura Freed, State of Nevada and Governor Sisolak.				
9/3/2021	ARV	Review and analyze Declaration of Non-Service of Amended Petition to State of Nevada under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
9/3/2021	ARV	Review and analyze Declaration of Non-Service of Amended Petition to Governor Sisolak under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
9/3/2021	ARV	Review and analyze Declaration of Non-Service of Amended Petition to Director of Department of Administration under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
9/3/2021	ARV	Review and analyze Declaration of Non-Service of Amended Petition to Laura Freed, Director of Department of Administration under Case No. 21-OC-00129 1B.	0.10	\$125	\$12.50	\$12.50
9/15/2021	ARV	Review and analyze motion to vacate arbitration award.	0.50	\$125	\$62.50	\$62.50
9/15/2021	ARV	Phone call with opposing counsel re State's filing of a motion to vacate the Arbitration award; email correspondence summarizing call and requesting State not to file Arbitration award.	0.40	\$125	\$50.00	\$50.00
9/15/2021	ARV	Begin preparing opposition to motion to vacate arbitration award.	0.50	\$125	\$62.50	\$62.50
9/17/2021	ARV	Continue preparing opposition to motion to vacate arbitration award.	1.00	\$125	\$125.00	\$125.00
9/19/2021	ARV	Continue preparing opposition to motion to vacate arbitration award; review and analyze recent Supreme Court rulings.	1.00	\$125	\$125.00	\$125.00
9/19/2021	ARV	Continue preparing opposition to motion to vacate arbitration award.	1.20	\$125	\$150.00	\$150.00
9/21/2021	ARV	Review statute for timeline to respond.	0.10	\$125	\$12.50	\$12.50
9/21/2021	ARV	Email correspondence with State's attorneys re filing deadline.	0.20	\$125	\$25.00	\$25.00
9/21/2021	ARV	Continue preparing opposition to motion to vacate.	0.30	\$125	\$37.50	\$37.50
9/21/2021	ARV	Strategy meeting with D. Reese re motion to vacate opposition.	0.30	\$125	\$37.50	\$37.50
9/30/2021	JDG	Review and revise opposition to motion to vacate arbitrator's award.	1.00	\$125	\$125.00	\$125.00
9/30/2021	ARV	Edit draft and prepare for finalization.	1.20	\$125	\$150.00	\$150.00

## Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

Time &amp; Rate: Bill Value

## Fees

Date	ID	Description	Time	Hrly Rate	Orig Amount	Bill Amount
9/30/2021	ARV	Review and revise opposition to motion to vacate and reply in support of motion to confirm.	2.50	\$125	\$312.50	\$312.50
9/30/2021	ARV	Continue preparing opposition to motion to vacate and reply in support of motion to confirm.	4.00	\$125	\$500.00	\$500.00
9/30/2021	ARV	Final review and revisions consistent with K. Radnothy edits.	1.50	\$125	\$187.50	\$187.50
9/30/2021	ARV	Prepare proposed order for filing.	0.80	\$125	\$100.00	\$100.00
9/30/2021	ARV	Prepare exhibits for filing.	0.60	\$125	\$75.00	\$75.00
9/30/2021	AAP	Began legal research and analysis on whether it is bad faith to make an offer that is illegal.	0.50	\$125	\$62.50	\$62.50
9/30/2021	AAP	Began a review of the motion on opposition to vacate. Provided feedback to A. Vello based on research conducted.	1.00	\$125	\$125.00	\$125.00
9/30/2021	AAP	Began research and analysis to determine page limit for a response in opposition of motion to vacate.	0.50	\$125	\$62.50	\$62.50
9/30/2021	AAP	Began review of News+ Media case to get background on standard of review for vacating of an arbitration award.	0.50	\$125	\$62.50	\$62.50
9/30/2021	AAP	Began a review of motion to vacate opposition and researched and analyzed the statutes referenced.	1.00	\$125	\$125.00	\$125.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/1/2021	KLR	Finalize Opposition for filing.	1.00	\$125	\$125.00	\$125.00
10/4/2021	BMF	Prepare and send email to G. Ott and provide courtesy copy of Opposition to Motion to Vacate Arbitrator's Award.	0.20	\$125	\$25.00	\$25.00
10/12/2021	ARV	Receive and review State reply in support of motion to vacate Arbitration.	0.30	\$125	\$37.50	\$37.50
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/13/2021	ARV	Begin preparing request for submission and request for hearing.	0.20	\$125	\$25.00	\$25.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] regarding those issues.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/2/2021	KLR	Finalize and file Request for Submission and Hearing re: Arbitration Award motions.	0.80	\$125	\$100.00	\$100.00
11/3/2021	KLR	Serve Union's Request for Submission and Hearing.	0.20	\$125	\$25.00	\$25.00
11/5/2021	ARV	coordinate with court re hearing setting; strategize with D. Reese and J. Guinasso re hearing.	0.50	\$125	\$62.50	\$62.50
11/22/2021	ARV	Continue preparing for oral argument on motion to confirm arbitration award.	1.00	\$125	\$125.00	\$125.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/28/2021	ARV	Continue preparing for oral arguments on motion.	0.50	\$125	\$62.50	\$62.50

## Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

**Time & Rate: Bill Value**

**VIA EMAIL ONLY**

## Fees

[illegible]

## Statement of Account

008782 Nevada Police Union  
000006 Arbitration-Collective Bargaining (NPU v. State of N

**Time & Rate: Bill Value**

## Fees

Date	ID	Description	Time	Hrly Rate	Org Amount	Bill Amount
11/29/2021	ARV	Final review of CBA from State; continue preparing for oral arguments.	0.50	\$125	\$62.50	\$62.50
11/30/2021	ARV	Continue preparing for oral argument.	1.00	\$125	\$125.00	\$125.00
11/30/2021	ARV	Mock argument with J. Guinasso.	0.60	\$125	\$75.00	\$75.00

## Costs and Expenses

[illegible]

# LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH		PAUL AND JOY LUMOS FAMILY TRUST	\$284,376
		This is an extension of an existing lease.		
		<b>Term of Lease:</b>	<b>04/01/2022</b> – <b>03/31/2027</b>	<b>Located in Fallon</b>
2.	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS – NEVADA ARTS COUNCIL		AILP, LLC	\$178,570
		This is a relocation.		
		<b>Term of Lease:</b>	<b>04/01/2022</b> – <b>03/31/2027</b>	<b>Located in Las Vegas</b>
3.	NEVADA STATE BOARD OF PHARMACY		RYDER-DUDA VENTURES, LLC	\$4,124,079
		This is a relocation.		
		<b>Term of Lease:</b>	<b>06/01/2022</b> – <b>12/31/2032</b>	<b>Located in Reno</b>

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.  
This Summary is for informational purposes only, any changes in contact information will need to be updated by agency, on agency's copy.

For Budget Division Use Only	
Reviewed by:	HA 2-7-2022
Reviewed by:	ARE 2-11-2022
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Public and Behavioral Health 4150 Technology Way, 3rd Floor Carson City, Nevada 89706 Tessa Grundy T: 775.684.4211 E: contractsunit@health.nv.gov						
Remarks:	This is a renewal of a current lease agreement.						
Exceptions/Special notes:							
2. Name of Lessor:	Paul and Joy Lumos Family Trust						
3. Address of Lessor:	180 Lotus Circle Carson City, Nevada 89703						
4. Property contact:	Wallace Realty Corporation 525 West Williams Avenue Fallon, Nevada 89406 Michelle Wallace T: 775.423.2131 E: michelle.wallace@wallacerealtycorp.com						
5. Address of Lease property:	137, 139, 141 Keddle Street Fallon, Nevada 89406						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 3,400						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Actual cost per square foot
	\$ 4,658.00	12	\$ 55,896.00	April 1, 2022 - March 31, 2023	\$0.00	\$0.00	\$1.37
0%	\$ 4,658.00	12	\$ 55,896.00	April 1, 2023 - March 31, 2024	\$0.00	\$0.00	\$1.37
2%	\$ 4,760.00	12	\$ 57,120.00	April 1, 2024 - March 31, 2025	\$0.00	\$0.00	\$1.40
0%	\$ 4,760.00	12	\$ 57,120.00	April 1, 2025 - March 31, 2026	\$0.00	\$0.00	\$1.40
2%	\$ 4,862.00	12	\$ 58,344.00	April 1, 2026 - March 31, 2027	\$0.00	\$0.00	\$1.43
c. Total Lease Consideration:	60			\$ 284,376.00			
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Renewal terms:		One (1) Identical Term		
f. Holdover notice:	# of Days required 30		Holdover terms:		5%/90		
g. Term:	Five (5) Years						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
j. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input checked="" type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)						
k. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
l. Comparable Area Market Rate Average:	\$1.65						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3648						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires estimated expenses) <input type="checkbox"/> A relocation (requires estimated expenses) <input type="checkbox"/> A new location (requires estimated expenses) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

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FEB 03 2022

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

We understand that the Agency will be assessed for the services of the Public Works Division / Leasing Services, through the life of the lease and I hereby agree to pay such assessment.

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

1/20/2022  
Authorized Agency Signature \_\_\_\_\_ Date \_\_\_\_\_

For Public Works Information:

7. State of Nevada Business License Information:

a. Is the Lessor a Nevada based business?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. Is the Lessor Exempt from obtaining a Business License?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
**If Yes, explain....		
c. Does the Lessor have a current Nevada State Business License?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
d. The Lessor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input checked="" type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Domestic	
f. Nevada Business ID Number:	NV20031223980	Exp: 8/31/2022
g. Is the Lessor's Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
h. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
i. State of Nevada Vendor number:	T81104771	
j. Is this an Arms Length Transaction (No Conflict of Interest)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		

8. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

1/24/22  
Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Public Works Division

# For Board of Examiners ☒ YES NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.  
 This Summary is for informational purposes only, any changes in contact information will need to be updated by agency, on agency's copy.

For Budget Division Use Only	
Reviewed by:	JS 2/4/23
Reviewed by:	JS 2/9/23
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:

Department of Tourism and Cultural Affairs  
 Nevada Arts Council  
 716 North Carson Street, Suite A  
 Carson City, Nevada 89701  
 Anthony Manfredi  
 T: 775.687.7111 E: tmanfredi@nevadaculture.org

Remarks:

Exceptions/Special notes:

2. Name of Lessor:

AILP, LLC

3. Address of Lessor:

c/o Commercial Property Advisors, LLC  
 8965 South Eastern Avenue, Suite 360  
 Las Vegas, Nevada 89123

4. Property contact:

Susan Philipp  
 T: 702.547.1115 x1003 E: sphillip@cpaadvisorslv.com

5. Address of Lease property:

4040 South Eastern Avenue, Suite 210  
 Las Vegas, Nevada 89119

a. Square Footage:

☒ Rentable  
☐ Usable 1,691

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Actual cost per square foot
\$ 2,874.70	12	\$ 34,496.40	April 1, 2022 - March 31, 2023	\$0.00	\$0.00	\$1.70
3% \$ 2,959.25	12	\$ 35,511.00	April 1, 2023 - March 31, 2024	\$0.00	\$0.00	\$1.75
0% \$ 2,959.25	12	\$ 35,511.00	April 1, 2024 - March 31, 2025	\$0.00	\$0.00	\$1.75
3% \$ 3,043.80	12	\$ 36,525.60	April 1, 2025 - March 31, 2026	\$0.00	\$0.00	\$1.80
0% \$ 3,043.80	12	\$ 36,525.60	April 1, 2026 - March 31, 2027	\$0.00	\$0.00	\$1.80

c. Total Lease Consideration:

60 \$ 178,569.60

d. Total Improvement Cost:

\$0.00

e. Option to renew:

☒ Yes ☐ No Renewal terms: One (1) Identical Term

f. Holdover notice:

# of Days required 30 Holdover terms: 5%/90

g. Term:

Five (5) Years

h. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

i. Utilities:

☒ Landlord ☐ Tenant

j. Janitorial:

☒ Landlord ☐ Tenant ☐ 3 day ☒ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)

k. Repairs:

Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

l. Comparable Area Market Rate Average:

\$1.95

m. Specific termination clause in lease:

Breach/Default lack of funding

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

2979

6. This lease constitutes:

- ☐ An extension of an existing lease  
☒ An addition to current facilities (requires estimated expenses)  
☒ A relocation (requires estimated expenses)  
☐ A new location (requires estimated expenses)  
☐ Remodeling only  
☐ Other

a. Estimated Expenses:

Moving: \$2,000.00

Furnishings: \$0.00

Data/Phones: \$0.00

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JAN 25 2023

GOVERNOR'S FINANCE OFFICE  
 LUCCET DRIVE

# STATEWIDE LEASE INFORMATION

We understand that the Agency will be assessed for the services of the Public Works Division / Leasing Services, through the life of the lease and I hereby agree to pay such assessment.

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

1/18/2022  
 1/18/2022  
 Authorized Agency Signature Date

For Public Works Information:

## 7. State of Nevada Business License Information:

a. Is the Lessor a Nevada based business?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. Is the Lessor Exempt from obtaining a Business License?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
**If Yes, explain....		
c. Does the Lessor have a current Nevada State Business License?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
d. The Lessor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Domestic	
f. Nevada Business ID Number:	NV19881001195	Exp: 3/31/2022
g. Is the Lessor's Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
h. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
i. State of Nevada Vendor number:	T29010221	
j. Is this an Arms Length Transaction (No Conflict of Interest)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		

## 8. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

1/24/22  
 1/24/22  
 Authorized Signature Date  
 Public Works Division

For Board of Examiners ☒ YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

**REAL PROPERTY LEASE SUMMARY**  
**(FOR BOARDS - COMMISSIONS - STORAGE)**

1. Tenant:	Nevada State Board of Pharmacy 985 Damonte Ranch Pkwy. Suite 206 Reno, Nevada 89509 Christian Schonlau T: 775-850-1440 E: C.Schonlau@pharmacy.nv.gov				
Remarks:	Ammendment to existing leased space. Ammendment adds space for existing staff, evidence storage, secure fingerprint storage and processing, and planned additions to staffing.				
Exceptions/Special notes:					
2. Name of Lessor:	Ryder-Duda Ventures, LLC				
3. Address of Lessor:	985 DAMONTE RANCH PARKWAY, SUITE 140, RENO, NV, 89521, USA				
4. Property Contact:	Fritz Duda Company 2801 Woodside St. Dallas, TX 75204 Wendy Sparks T: 775-636-4662 E: Wsparks@fritzduda.com				
5. Address of Lease property:	985 Damonte Ranch Pkwy. Suite 206, 230 Reno, Nevada 89509				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable      11,866				
b. Cost:	Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Actual cost per square foot
	\$ 27,729.00	7	\$ 194,103.00	6/1/2022 - 12/31/2022	\$2.34
	3% \$ 28,561.00	12	\$ 342,732.00	1/1/2023 - 12/31/2023	\$2.41
	3% \$ 29,418.00	12	\$ 353,016.00	1/1/2024 - 12/31/2024	\$2.48
	3% \$ 30,300.00	12	\$ 363,600.00	1/1/2025 - 12/31/2025	\$2.55
	3% \$ 31,209.00	12	\$ 374,508.00	1/1/2026 - 12/31/2026	\$2.63
	3% \$ 32,146.00	12	\$ 385,752.00	1/1/2027 - 12/31/2027	\$2.71
	3% \$ 33,110.00	12	\$ 397,320.00	1/1/2028 - 12/31/2028	\$2.79
	3% \$ 34,122.00	12	\$ 409,464.00	1/1/2029 - 12/31/2029	\$2.88
	3% \$ 35,146.00	12	\$ 421,752.00	1/1/2030 - 12/31/2030	\$2.96
	3% \$ 36,200.00	12	\$ 434,400.00	1/1/2031 - 12/31/2031	\$3.05
	3% \$ 37,286.00	12	\$ 447,432.00	1/1/2032 - 12/31/2032	\$3.14
c. Total Lease Consideration:	127		\$4,124,079.00		
d. Total Improvement Cost:				\$0.00	
e. Option to renew:	Renewal terms: One 5 year term with written notice and BOE				
f. Holdover notice:	Holdover terms: After expiration, the lease shall become a month to month lease in the amount equal to 110% of the rent payable for the last month				
g. Term:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # of Days required				
h. Pass-thrus/CAM/Taxes	127 Months				
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
j. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Repairs:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant      3 day <input type="checkbox"/> Minor <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
l. Comparable Area Market Rate Average:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
m. Specific termination clause in lease:	Breach/Default/Lack of Funding				
n. Lease will be paid for by Agency Budget Account Number:	BDC B022 - Nevada State Board of Pharmacy				
6. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires estimated expenses) <input checked="" type="checkbox"/> A relocation (requires estimated expenses) <input type="checkbox"/> A new location (requires estimated expenses) <input type="checkbox"/> Other				
a. Estimated Expenses:	Moving: \$0.00	Furnishings: \$0.00	Data/Phones: \$0.00		

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FEB 01 2022  
GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**REAL PROPERTY LEASE SUMMARY**  
**(FOR BOARDS - COMMISSIONS - STORAGE)**

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 X No      Dec Unit                     

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

  
Authorized Agency Signature      Date 1-1-2022  
*staff count*

7. State of Nevada Business License Information:

a. Is the Lessor a Nevada based business?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. Is the Lessor Exempt from obtaining a Business License?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
*If Yes, explain....		
c. Does the Lessor have a current Nevada State Business License?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
d. The Lessor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Domestic LLC	
f. Nevada Business ID Number:	NV20091454220	Exp: 10/31/2022
g. Is the Lessor's Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
h. Is this an Arms Length Transaction (No Conflict of Interest)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		

8. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

For Board of Examiners      ☒ YES      ☐ NO

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	014	GOVERNOR'S OFFICE - OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	VETRO, INC.	FEDERAL	\$230,798	Exempt
	Contract Description:	This is a new contract to provide a subscription to proprietary data visualization and cost modeling tools to support the development of the statewide plan to develop broadband.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 25561		
2.	015	GOVERNOR'S OFFICE OF FINANCE - BUDGET DIVISION	JFA ASSOCIATES, LLC	GENERAL	\$105,364	
	Contract Description:	This is a new contract to provide ongoing projections of inmate and offender populations at specific intervals to coordinate with the various phases of the state budget process.				
		Term of Contract:	Upon Approval - 03/31/2024	Contract # 25539		
3.	060	CONTROLLER'S OFFICE	GCR, INC. DBA CIVIX	GENERAL	\$255,197	
	Contract Description:	This is a new contract to provide a cloud-based lease accounting software application to meet financial reporting requirements for leases.				
		Term of Contract:	Upon Approval - 02/07/2025	Contract # 25343		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS – NON-EXEC	KNIT	BONDS	\$687,356	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Southern Nevada State Veterans Home Remodel & Addition Advance Planning CIP Project, to include an evaluation of existing documents, field verification, and a programming study to determine the best solution for adding the new square footage: CIP Project No. 21-P03; SPWD Contract No. 114601.				
		Term of Contract:	Upon Approval - 06/30/2025	Contract # 25425		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS – NON-EXEC	HARRIS CONSULTING ENGINEERS, LLC	BONDS	\$130,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Ely State Prison - Fire Alarm System Installation CIP project, to include schematic design, design development, construction documents, bid documents, and construction administration services for the alarm system installation: CIP Project No. 21-S03-1; SPWD Contract No. 114616				
	Term of Contract:	Upon Approval - 06/30/2025	Contract # 25518			
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS	CARPENTER SELLERS DEL GATTO	OTHER: AGENCY FUNDED	\$189,680	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Department of Health and Human Services - Las Vegas Mental Health Complex Master Plan CIP project to include architectural, civil engineering, landscape architecture, mechanical, plumbing, electrical engineering and cost estimating services for the development of the mental health complex master plan: CIP Project No. 22-A011; SPWD Contract No. 114620				
	Term of Contract:	Upon Approval - 06/30/2023	Contract # 25533			
7.	300	DEPARTMENT OF EDUCATION - COVID19 FUNDING	CATAPULT LEARNING WEST, LLC	FEDERAL	\$8,000,000	Exempt
	Contract Description:	This is a new contract to provide intervention services and professional services, such as tutoring, summer science, technology, English and mathematic programs, counseling services for students and professional development for educators at approved non-public schools.				
	Term of Contract:	Upon Approval - 09/30/2023	Contract # 25520			
8.	300	DEPARTMENT OF EDUCATION - COVID19 FUNDING	DATA INSIGHT PARTNERS, LLC	FEDERAL	\$885,000	Sole Source
	Contract Description:	This is a new contract to provide the second phase of a comprehensive look at all the factors that play into Nevada class sizes and teacher workforce, provide real-time monitoring capabilities by creating an interactive dashboard of metrics, and to expand the collaboration with the Nevada System of Higher Education.				
	Term of Contract:	Upon Approval - 12/31/2023	Contract # 25284			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	300	DEPARTMENT OF EDUCATION - COVID19 FUNDING	NAVIGATE360, LLC	FEDERAL	\$193,000	Sole Source
	Contract Description:	This is a new contract to provide an ongoing anonymous tip line reporting system, SafeVoice, as well as the continuation of the Handle with Care Program to provide support for students who have been exposed to a traumatic event or other events that may affect their ability to succeed at school.				
		Term of Contract:	01/01/2022 - 06/30/2023	Contract # 25281		
10.	300	DEPARTMENT OF EDUCATION - COVID19 FUNDING	UNITED TESTING SERVICE, INC.	FEDERAL	\$7,000,000	Exempt
	Contract Description:	This is a new contract to provide early intervention services and professional services, such as counseling and nursing, to students at non-public schools who are exhibiting learning loss and social issues due to the COVID-19 pandemic.				
		Term of Contract:	08/01/2021 - 09/30/2023	Contract # 25519		
11.	300	DEPARTMENT OF EDUCATION - STUDENT AND SCHOOL SUPPORT	TRANSACT COMMUNICATIONS, LLC	GENERAL	\$176,500	
	Contract Description:	This is a new contract to provide a statewide data management system for the collection of required student and program-level data for each 21st Century Community Learning Centers program site.				
		Term of Contract:	Upon Approval - 06/30/2024	Contract # 25540		
12.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	WASHOE COUNTY SCHOOL DISTRICT	OTHER: REVENUE	\$19,000,000	Exempt
	Contract Description:	This is a new revenue interlocal agreement to provide the non-federal share for school health services, medical screening and diagnostic services for children who are Nevada Medicaid/Check-Up eligible.				
		Term of Contract:	07/01/2022 - 06/30/2026	Contract # 25118		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	PUBLIC KNOWLEDGE, LLC	FEDERAL	\$110,670	
	Contract Description:	This is a new service agreement under master service agreement #99SWC-NV21-5889 which provides procurement of acquisition support services. This service agreement provides assistance to procure a vendor to implement the Electronic Visit Verification System for Medicaid-funded home care.				
		Term of Contract:	Upon Approval - 06/05/2022	Contract # 25477		
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	PUBLIC CONSULTING GROUP, LLC	GENERAL 50% FEDERAL 50%	\$103,400	Sole Source
	Contract Description:	This is the second amendment to the original contract which provides ongoing services for AlloCAP Access-based software and support. This amendment extends the termination date from March 31, 2022 to June 30, 2023 and increases the maximum amount from \$102,361.50 to \$205,761.50 due to the continued need for these services.				
		Term of Contract:	02/09/2021 - 06/30/2023	Contract # 23451		
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, LAS VEGAS	FEE: HEALTH COST CONTAINMENT 69% FEDERAL 31%	\$492,046	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing services to collect and analyze financial, utilization and medical data from hospitals.				
		Term of Contract:	Upon Approval - 12/31/2022	Contract # 24270		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	ELKO COUNTY AMBULANCE SERVICE	FEDERAL	\$1,276,275	Exempt
	Contract Description:	This is a new interlocal agreement to provide emergency ambulance services to Medicaid recipients.				
		Term of Contract:	07/01/2022 - 06/30/2026	Contract # 24836		
17.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	MESQUITE FIRE AND RESCUE	FEDERAL	\$1,740,375	Exempt
	Contract Description:	This is a new interlocal agreement to provide emergency ambulance services to Medicaid recipients.				
		Term of Contract:	07/01/2022 - 06/30/2026	Contract # 24850		
18.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	MOAPA VALLEY FIRE PROTECTION DISTRICT	FEDERAL	\$424,437	Exempt
	Contract Description:	This is a new interlocal agreement to provide emergency ambulance services to Medicaid recipients.				
		Term of Contract:	07/01/2020 - 06/30/2024	Contract # 24565		
19.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	MORRISON MANAGEMENT SPECIALISTS, INC.	GENERAL	\$15,694,778	
	Contract Description:	This is a new contract to provide ongoing food service to various locations in Reno and Las Vegas.				
		Term of Contract:	03/01/2022 - 02/28/2026	Contract # 25340		
20.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH ADMINISTRATION	SOLIX, INC.	GENERAL	\$153,048	
	Contract Description:	This is a new service agreement which provides cost allocation services. This service agreement provides cost allocation services including time and effort reporting.				
		Term of Contract:	03/08/2022 - 12/31/2025	Contract # 25536		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	CSAA INSURANCE SERVICES, INC.	FEDERAL	\$3,884,280	Exempt
	Contract Description:	This is the second amendment to the original contract which provides support for the public health COVID-19 call center. This amendment increases the maximum amount from \$7,768,560 to \$11,652,840 due to the increased need for these services.				
		Term of Contract:	01/19/2021 - 06/30/2022	Contract # 23902		
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CHRONIC DISEASE	NATIONAL JEWISH HEALTH	OTHER: HEALTHY NEVADA FUNDS 33.3% FEDERAL 66.7%	\$1,174,480	
	Contract Description:	This is a new contract to provide an online web program, text, email, fax, telephone, mobile applications, e-coaching services, and nicotine replacement therapy to assist Nevadans over 18 years old to quit using tobacco products. <b>This contract is contingent upon IFC approval of work program #C58104.</b>				
		Term of Contract:	10/01/2022 - 09/30/2026	Contract # 25266		
23.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	IVA, INC.	OTHER: COST ALLOCATION	\$70,000	Sole Source
	Contract Description:	This is the third amendment to the original contract which provides ongoing training and hosting of the Smart Random Moment Sampling system which enables the automated generation, delivery, collection, and analysis of random moment samples used for the cost allocation. This amendment extends the termination date from March 31, 2022 to June 30, 2023 and increases the maximum amount from \$87,500 to \$157,500 due to the continued need for these services and to allow time for implementation of a new random moment sampling system.				
		Term of Contract:	07/01/2020 - 06/30/2023	Contract # 23150		
24.	431	OFFICE OF THE MILITARY	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	FEDERAL	\$160,000	
	Contract Description:	This is a new contract to provide hazardous waste transportation and disposal services for Nevada Army National Guard facilities throughout the state.				
		Term of Contract:	Upon Approval - 02/22/2026	Contract # 25153		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	652	DEPARTMENT OF PUBLIC SAFETY - DIVISION OF PAROLE AND PROBATION	VISIONARY INTEGRATION	GENERAL	\$3,200,000	
	Contract Description:	This is a new contract to provide setup and implementation of a new cloud-based Offender Tracking and Records Management System.				
		Term of Contract:	Upon Approval - 06/30/2024	Contract # 25528		
26.	700	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ADMINISTRATION	ENVIRONMENTAL INCENTIVES, LLC	GENERAL	\$200,000	Sole Source
	Contract Description:	This is a new contract to provide ongoing support and maintenance of the Nevada Conservation Credit System to meet federal policies, user improvements and to provide a comprehensive revision that will incorporate new modeling tools to enhance sagebrush ecosystem conservation efforts.				
		Term of Contract:	02/08/2022 - 12/31/2025	Contract # 25394		
27.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	SOUTHERN NEVADA WATER AUTHORITY	FEDERAL	\$400,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide development of design schematics, environmental compliance, permitting, and right-of-way acquisitions for pipeline construction to deliver water to the Lake Mead Fish Hatchery.				
		Term of Contract:	Upon Approval - 12/31/2022	Contract # 25565		
28.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION – SAFE DRINKING WATER PROGRAM	GLOBAL ENVIRONMENTAL CONSULTING, INC.	FEE: VARIOUS 26% FEDERAL 74%	\$393,000	
	Contract Description:	This is a new contract to provide ongoing maintenance and support services for a web-based data system, data migration assistance, support and training for the Safe Drinking Water Information System and proprietary add-on tools.				
		Term of Contract:	Upon Approval - 06/30/2025	Contract # 25253		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - INFORMATION DEVELOPMENT AND PROCESSING	NTT DATA, INC.	FEDERAL	\$2,254,577	
	Contract Description:	This is a new service agreement under master service agreement #99SWC-S108, which provides cloud services. This Service Agreement is for one-time professional and ongoing managed services in support of migrating the legacy unemployment insurance system core applications, supporting systems from the current on-premises technologies, and hardware in need of modernization to the Oracle cloud.				
	Term of Contract:	Upon Approval - 03/31/2026	Contract # 25276			
30.	950	PUBLIC EMPLOYEES' BENEFITS PROGRAM	EXPRESS SCRIPTS, INC.	OTHER: PREMIUM AND SUBSIDY REVENUE	\$11,785,972	
	Contract Description:	This is the sixth amendment to the original contract which provides pharmacy benefit management services. This amendment increases the maximum amount from \$291,134,666 to \$302,920,638 due to the addition of a Subrogation Program Addendum and an increase in membership claims costs.				
	Term of Contract:	04/12/2016 - 06/30/2022	Contract # 17551			
31.	950	PUBLIC EMPLOYEES' BENEFITS PROGRAM	HSA BANK, A DIVISION OF WEBSTER BANK, N.A. WEBSTER SERVICING, LLC	OTHER: PREMIUM AND SUBSIDY REVENUE	\$764,073	
	Contract Description:	This is a new contract to provide ongoing Health Savings Account and Health Reimbursement Account administration services for qualifying participants.				
	Term of Contract:	07/01/2022 - 06/30/2026	Contract # 25213			
32.	B007	LICENSING BOARDS AND COMMISSIONS - DENTAL EXAMINERS - NON-EXEC	LEWIS ROCA ROTHGERBER CHRISTIE, LLP	FEE: LICENSURE	\$161,075	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides legal services regarding proposed or pending litigation matters. This amendment increases the maximum amount from \$73,925 to \$235,000 due to the increased need for these services.				
	Term of Contract:	01/26/2021 - 03/15/2022	Contract # 23921			

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25561**

Agency Name:	<b>OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY</b>	Legal Entity Name:	VETRO, Inc.
Agency Code:	<b>014</b>	Contractor Name:	<b>VETRO, Inc.</b>
Appropriation Unit:	<b>1003-25</b>	Address:	<b>215 Commercial Street Fifth Fl</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Portland, ME 04101</b>
If "No" please explain:	Not Applicable	Contact/Phone:	207-624-9849
		Vendor No.:	
		NV Business ID:	NV20222345622
To what State Fiscal Year(s) will the contract be charged?	<b>2022</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **120 days**4. Type of contract: **Contract**Contract description: **Broadband Licensing**

5. Purpose of contract:

**This is a new contract to provide a subscription to proprietary data visualization and cost modeling tools to support the development of the statewide plan to develop broadband.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$230,798.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract would provide OSIT with proprietary data visualization and cost modeling tools that can be used by OSIT to plan capital spending allocations from the Capital Projects Fund and will also allow OSIT to guide local stakeholders in identifying project types and areas that will be eligible for federal funding and are likely to be funded. The Broadband Intelligence Platform will allow OSIT to visualize data from the Data Model in granular, public-facing maps to communicate with key stakeholders and develop designs and cost models for infrastructure deployment. The State will receive significant federal funding for broadband deployment and these tools will help guide decision making so that Nevada can meet its goal of universal access to affordable, reliable, scalable broadband service

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have access to the proprietary data and mapping tools OSIT seeks to license from this vendor nor do State employees have the expertise or time to build such tools from scratch.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 333.475 Entering into a contract pursuant to the solicitation for bid or proposal by other governmental entities.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Debra Petrelli, Executive Assistant Ph: 687-0987

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmilazz1	02/03/2022 16:43:13 PM
Division Approval	tmilazz1	02/03/2022 16:43:16 PM
Department Approval	ssands	02/07/2022 10:42:35 AM
Contract Manager Approval	ssands	02/08/2022 13:16:01 PM
Budget Analyst Approval	mranki1	02/10/2022 08:44:25 AM
BOE Agenda Approval	dlenzner	02/14/2022 16:47:48 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

*Purchasing Division*

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

*Purchasing Use Only:*

Approval #: **G2202020**

**REQUEST TO USE ANOTHER GOVERNMENTAL SOLICITATION**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1	Agency Contact Information - Note: Approval notification will be sent to only the contact(s) listed below:		
	State Agency Name: <b>Office of Science, Innov. &amp; Technology</b>		
	Contact Name and Title	Phone Number	Email Address
	<b>Brian Mitchell- Director</b>	<b>775-687-0987</b>	<b>blmitchell@gov.nv.gov</b>

2	Vendor Information:	
	Identify Vendor:	<b>Vetro Fiber Map</b>
	Contact Name:	<b>Brian Mefford</b>
	Complete Address:	<b>215 Commercial St. Fifth Floor, Portland ME, 04101</b>
	Telephone Number:	<b>202.215.0427</b>
Email Address:	<b>Brian@VetroFiberMap.com</b>	

3	State/Entity that Released the Solicitation & Type of Solicitation. Must be Competitively Bid.	
	Type of Solicitation:	<b>Competitive</b>
	Identify Original State/Entity:	<b>Maine</b>
	Contact Name:	<b>Peggy Schaffer</b>
	Telephone Number:	<b>207.441-8419</b>
Email Address:	<b>peggy.schaffer@maine.gov</b>	

4	Contract Dates: Your Contract Term Date Cannot Exceed Term Date of Original Contract.				
	Original Contract:	Start Date:	<b>04/26/2021</b>	End Date:	<b>06/30/2022</b>
	New Contract:	Start Date:		End Date:	

5	Funding for this new contract:	
	State Appropriated:	
	Federal Funds:	<b>100%</b>
	Grant Funds:	
Other (Explain):		

**Purchasing Use Only:**

Approval #:

GJ202020


6	Does the Scope of Work (SOW) in the original contract meet/exceed your needs?	Yes:	X	No:	
	To ensure such, requesting agency must request a copy of the State/entities Contract and SOW to be reviewed and approved by the agency's Deputy Attorney General (DAG). A copy of the Contract and written approval from the agency's DAG must be included with the request to the Purchasing Division.				
7	Did the agency receive awarded vendors permission to contract?	Yes:	X	No:	
	Written approval from the awarded vendor must accompany the agency's request/submission to the Purchasing Division.				
8	To ensure fair & reasonable pricing to the State, did the agency request a copy of the awarded vendors technical and cost proposals?	Yes:	X	No:	
	Copies of such must be included with submission to the Purchasing Division.				
9	Did the agency address any Federal Requirements associated with the contract?	Yes:	X	No:	
10	Is this vendor registered in <i>NevadaEPro</i> ?	Yes:		No:	X
	Per Executive Order 2019-2, prior to entering into a contract with a vendor they must be registered in <i>NevadaEPro</i> .				
11	Is this vendor registered with the Nevada Secretary of State's Office?	Yes:		No:	X
	Pursuant to NRS 76, prior to entering into a contract with a vendor they must obtain a Nevada Business License.				
12	Is a Business Associate Addendum or other agency specific form(s) required?	Yes:		No:	X
	If so, please include copies with submission to the Purchasing Division.				

<b>Purchasing Use Only:</b>	
Approval #:	62202020

By signing below, I know and understand the contents of this request and attest that all statements are true and correct.

Debra Petrelli  
 Agency Representative Initiating Request

Debra J. Petrelli 01/27/2022  
 Print Name of Agency Representative Initiating Request Date

  
 Signature of Agency Head Authorizing Request

Brian Mitchell- Director, OSIT 01/26/2022  
 Print Name of Agency Head Authorizing Request Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NRS 333.475. 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 300.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

Kevin D. Doby 2/1/22  
 Administrator, Purchasing Division or Designee Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25539**Agency Name: **GOVERNOR'S FINANCE OFFICE**Agency Code: **015**Appropriation Unit: **1340-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JFA ASSOCIATES, LLC**Contractor Name: **JFA ASSOCIATES, LLC**Address: **720 KEARNEY ST**City/State/Zip: **DENVER, CO 80220-5326**Contact/Phone: **303/399-3218**Vendor No.: **T27021400**NV Business ID: **NV20121464306**To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #01GO-S1841 HM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2024**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Prison Population**

5. Purpose of contract:

**This is a new contract to provide ongoing projections of inmate and offender populations at specific intervals to coordinate with the various phases of the state budget process.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$105,363.84**

Other basis for payment: \$33,577.92 per report X 3 = \$100,733.76 and \$1,543.36 for travel to be paid at current GSA rate per report X 3 = \$4,630.08. Total = \$105,363.84 current term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 176.0129, the State of Nevada is required to contract for services to review sentences imposed in this State and the practices of the State Board of Parole Commissioners. The JFA Institute will project annually the number of persons who will be in a facility at the Department of Corrections, on probation, on parole and serving a term of residential confinement. Projections will be completed on or before April 5 and October 5 of even-numbered years and February 5 if odd-numbered years to correspond with the State's budget time frames.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 176.0129 stipulates that this work be preformed by an independent contractor.

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):

Enterprise Pals, Inc.  
Anthem  
Deloitte Consulting, LLP

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #01GO-S1841, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 12/16/2021 Anticipated re-bid date: 12/01/2024

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	myoun3	02/02/2022 09:21:39 AM
Division Approval	myoun3	02/02/2022 09:21:44 AM
Department Approval	ssands	02/02/2022 10:37:49 AM
Contract Manager Approval	ssands	02/02/2022 10:37:52 AM
Budget Analyst Approval	myoun3	02/02/2022 11:30:51 AM
BOE Agenda Approval	myoun3	02/02/2022 11:30:55 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25343**Agency Name: **CONTROLLER'S OFFICE**Agency Code: **060**Appropriation Unit: **1130-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GCR, INC. DBA CIVIX**Contractor Name: **GCR, INC. DBA CIVIX**Address: **3300 W. ESPLANADE AVE  
SUITE 400**City/State/Zip: **METAIRIE, LA 70002**Contact/Phone: **TIMOTHY WALSH 504/754-0048**Vendor No.: **T27043204**NV Business ID: **NV20181832110**To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**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 # 06CO-S1784 PSM: tb**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/07/2025**Contract term: **2 years and 344 days**4. Type of contract: **Contract**Contract description: **GASB-87 Lease**

5. Purpose of contract:

**This is a new contract to provide a cloud-based lease accounting software application to meet financial reporting requirements for leases.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$255,197.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State is required to prepare an Annual Comprehensive Financial Report (ACFR) in accordance with the standards established by the Government Accounting Standards Boards (GASB). One of the recent standards issued by the GASB is GASB Statement 87 - Leases. This standard establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. As a lessee, the State is required to recognize a lease liability and an intangible right-to-use asset; as a lessor, the State is required to recognize a lease receivable and a deferred inflow of resources. In addition to providing the public with information regarding the State's financial position, the ACFR is a required part of the Single Audit, which reports on federal grant receipts and is essential in obtaining federal funding. In addition, the ACFR is required for obtaining credit ratings and for the issuance of bonds. Lease accounting is a component of the ACFR.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This effort is likely to involve well over 2,000 leases for the State, each one of which must have calculations performed based on lease term, lease payments, interest rates, lease modifications and yearly amortization of the asset. Due to the complexity of the calculations, the risk of error, and time involved to perform and review the calculations, this cannot feasibly be done manually, and an application is needed to perform the calculation, summarize the adjusting journal entries, and summarize future lease payment disclosures. In addition, without an application, the auditors may not be able to audit the manual calculations without extensive effort and potentially additional costs. In summary, this application is an essential element needed to prepare an ACFR with an unmodified opinion.

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):

Lease Accelerator Services

Civix  
Deloitte & Touche

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #06CO-S1784, 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: 10/20/2021 Anticipated re-bid date: 10/20/2024

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Transportation - 11/01/2010-4/24/2013 - Satisfactory  
Department of Transportation - 7/1/2019-8/31/2022 - Satisfactory  
Secretary of State - 11/8/2016-9/20/2020 - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lhoove1	01/03/2022 20:03:36 PM
Division Approval	lhoove1	01/03/2022 20:03:40 PM
Department Approval	lhoove1	01/03/2022 20:03:44 PM
Contract Manager Approval	hbill1	01/04/2022 08:11:58 AM
EITS Approval	msmi40	01/07/2022 08:00:14 AM
Budget Analyst Approval	mlynn	01/07/2022 10:01:20 AM
BOE Agenda Approval	hfield	02/16/2022 13:05:20 PM
BOE Final Approval	Pending	



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Enterprise IT Services Division*  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Catherine Byrne, State Controller, SCO  
Kevin Law, IT Manager, SCO  
Lori Hoover, Chief Deputy Controller, SCO

**CC:** Tim Galluzi, Administrator, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Michael Smith, Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - SCO - 54 - GASB 87 - Update b - 1130

**DATE:** January 7, 2022

We have completed the review for SCO's – GASB 87 - TIN 54 Update b.

The submitted TIN, for an estimated value of \$180,313.00 in the current biennium and \$74,884.00 next biennium (100% General Fund), to implement a new technology, a new automated solution, and/or new equipment not previously in use by the agency and supports CETS contract #25343.

The State is required to prepare a Annual Comprehensive Financial Report (ACFR) in accordance with the standards established by the Governmental Accounting Standards Board (GASB). In addition to providing the public with information regarding the State's financial position, the ACFR is a required part of the Single Audit, which reports on federal grant receipts and is essential in obtaining federal funding. In addition, the ACFR is required for obtaining credit ratings and for the issuance of bonds.

One of the recent standards issued by GASB is GASB Statement No. 87 – Leases. This standard establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. As a lessee, the State is required to recognize a lease liability and an intangible right-to-use asset; as a lessor, the State is required to recognize a lease receivable and a deferred inflow of resources. Every lease entered into by the State that meets certain criteria in the standard must be accounted for, with the lease liability being measured at the present value of payments expected to be made during the lease term and the lease asset measured at the amount of the lease liability and amortized over the life of the asset. In addition, a schedule of all future lease payments must be disclosed.

This effort is likely to involve well over 2,000 leases for the State, each one of which must have calculations performed based on lease term, lease payments, interest rates, lease modifications and yearly amortization of the asset. Due to the complexity of the calculations, the risk of error, and time involved to perform and review the calculations, this cannot feasibly be done manually, and an application is needed to perform the calculation, summarize the adjusting journal entries and summarize future lease payment disclosures. In addition, without an application, the auditors may not be able to audit the manual calculations without extensive effort and potentially additional costs. In summary, this application is an essential element needed to prepare a ACFR with an unmodified opinion.

***This TIN update reflects a change in cost and term.***

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25425**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>KNIT</b>
Agency Code: <b>082</b>	Contractor Name: <b>KNIT</b>
Appropriation Unit: <b>1558-12</b>	Address: <b>7250 PEAK DR., STE. 216</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89128-9029</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>702-363-2222</b>
	Vendor No.: <b>T29033716</b>
	NV Business ID: <b>NV19851015692</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 114601

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **3 years and 121 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Southern Nevada State Veterans Home Remodel & Addition Advance Planning CIP Project, to include an evaluation of existing documents, field verification, and a programming study to determine the best solution for adding the new square footage: CIP Project No. 21-P03; SPWD Contract No. 114601.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$687,356.25**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2021 Leg. approved 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 the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Labaj, Mark, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	01/28/2022 14:24:43 PM
Division Approval	nmann	01/28/2022 14:24:47 PM
Department Approval	nmann	01/28/2022 14:24:51 PM
Contract Manager Approval	lwildes	01/28/2022 14:40:40 PM
Budget Analyst Approval	nkephart	01/31/2022 14:32:57 PM
BOE Agenda Approval	jrodrig9	02/14/2022 18:07:17 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25518**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>HARRIS CONSULTING ENGINEERS, LLC</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>HARRIS CONSULTING ENGINEERS, LLC</b>
Appropriation Unit:	<b>1585-68</b>	Address:	<b>680 PILOT RD., STE. A</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89119-9015</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702-269-1575</b>
		Vendor No.:	<b>T27003439</b>
		NV Business ID:	<b>20011085889</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 114616

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **3 years and 121 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Ely State Prison - Fire Alarm System Installation CIP project, to include schematic design, design development, construction documents, bid documents, and construction administration services for the alarm system installation: CIP Project No. 21-S03-1; SPWD Contract No. 114616**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$130,000.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2021 Leg approved 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 the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Foster, Jon, Project Manager Ph: 775-684-411

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	01/28/2022 15:48:19 PM
Division Approval	nmann	01/28/2022 15:48:22 PM
Department Approval	nmann	01/28/2022 15:48:25 PM
Contract Manager Approval	lwildes	01/31/2022 07:41:30 AM
Budget Analyst Approval	jrodrig9	02/08/2022 16:26:11 PM
BOE Agenda Approval	jrodrig9	02/08/2022 16:26:13 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25533**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 3161, expenditure category 29, (to be determined at a later date)

Legal Entity Name: **CARPENTER SELLERS DEL GATTO**Contractor Name: **CARPENTER SELLERS DEL GATTO**Address: **8882 SPANISH RIDGE AVE.**City/State/Zip: **LAS VEGAS, NV 89148-1303**Contact/Phone: **702-251-8896**Vendor No.: **T80997582**NV Business ID: **NV19871041301**To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Agency funded</b>

Agency Reference #: **114620**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **1 year and 120 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Department of Health and Human Services - Las Vegas Mental Health Complex Master Plan CIP project to include architectural, civil engineering, landscape architecture, mechanical, plumbing, electrical engineering and cost estimating services for the development of the mental health complex master plan: CIP Project No. 22-A011; SPWD Contract No. 114620**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$189,680.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2021 Leg approved 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 the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
 b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Pang, Justus, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	02/01/2022 09:20:55 AM
Division Approval	nmann	02/01/2022 09:21:00 AM
Department Approval	nmann	02/01/2022 09:21:06 AM
Contract Manager Approval	lwildes	02/01/2022 09:23:09 AM
Budget Analyst Approval	nkephart	02/04/2022 10:28:09 AM
BOE Agenda Approval	jrodrig9	02/08/2022 16:25:02 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25520**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	Catapult Learning West, LLC
Agency Code:	<b>300</b>	Contractor Name:	<b>Catapult Learning West, LLC</b>
Appropriation Unit:	<b>2710-15</b>	Address:	<b>PO Box 444</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Elmsford, NY 10523</b>
If "No" please explain:	Not Applicable	Contact/Phone:	760-668-4197
		Vendor No.:	T29045011
		NV Business ID:	NV20101342044

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2023**Contract term: **1 year and 182 days**4. Type of contract: **Contract**Contract description: **Intervention service**

5. Purpose of contract:

**This is a new contract to provide intervention services and professional services, such as tutoring, summer science, technology, English and mathematic programs, counseling services for students and professional development for educators at approved non-public schools.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This project is needed to fulfill the SEA responsibilities under EANS under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA ACT).**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Due to current demands on the professional personnel that provide these needed services, and the affects of the pandemic on employment, it was determined that additional sources were needed to meet this demand outside of current public school resources.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 333.475

Use of another governmental solicitation.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mbro28	02/01/2022 15:58:51 PM
Division Approval	hsakelar	02/01/2022 16:23:23 PM
Department Approval	hsakelar	02/01/2022 16:23:26 PM
Contract Manager Approval	hsakelar	02/01/2022 16:23:29 PM
Budget Analyst Approval	mranki1	02/04/2022 08:52:07 AM
BOE Agenda Approval	dlenzner	02/04/2022 15:27:38 PM
BOE Final Approval	Pending	



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

*Purchasing Division*

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

*Purchasing Use Only:*

Approval #: **G210010**

**REQUEST TO USE ANOTHER GOVERNMENTAL SOLICITATION**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1</b>	<b>Agency Contact Information - Note: Approval notification will be sent to only the contact(s) listed below:</b>		
	State Agency Name:	Nevada Department of Education	
	Contact Name and Title	Phone Number	Email Address
	Karl Wilson, Education Programs Supervisor	702-668-4311	karlwilson@doe.nv.gov

<b>2</b>	<b>Vendor Information:</b>	
	Identify Vendor:	Catapult Learning
	Contact Name:	Teresa Gregory
	Complete Address:	PO Box 444, Elmsford, NY 10523
	Telephone Number:	702-496-4130
	Email Address:	Teresa.Gregory@catapultlearning.com

<b>3</b>	<b>State/Entity that Released the Solicitation &amp; Type of Solicitation. Must be Competitively Bid.</b>	
	Type of Solicitation:	CCSD: RFQ15019 RMH MDESE: RFP BD-21-1026-DOE02-DOE01-60699
	Identify Original State/Entity:	Clark County School District (CCSD) Massachusetts Department of Elementary & Secondary Education (MDESE)
	Contact Name:	CCSD: Thomas Grossman, Purchasing Supervisor MDESE: Matt Deninger, Contract Manager
	Telephone Number:	CCSD: 702-799-5225 x5472 MDESE: 781-338-3117
	Email Address:	CCSD: grosstc@nv.ccsd.net MDESE: Matthew.J.Deninger@mass.gov

<b>4</b>	<b>Contract Dates: Your Contract Term Date Cannot Exceed Term Date of Original Contract.</b>				
	Original Contract:	Start Date:	CCSD: December 1, 2014 MDESE: 7/6/21	End Date:	CCSD: Amendment Pending MDESE: 9/30/2023
	New Contract:	Start Date:	Upon Approval	End Date:	9/30/2023

Rec'd 10/11/21 @

5	<b>Funding for this new contract:</b>	
	State Appropriated:	
	Federal Funds:	<i>Emergency Assistance to Non-public Schools (EANS) [S425R210013]</i>
	Grant Funds:	
	Other (Explain):	

<b>Purchasing Use Only:</b>	
Approval #:	<b>6210010</b>

6	Does the Scope of Work (SOW) in the original contract meet/exceed your needs?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	To ensure such, requesting agency must request a copy of the State/entities Contract and SOW to be reviewed and approved by the agency's Deputy Attorney General (DAG). A copy of the Contract and written approval from the agency's DAG must be included with the request to the Purchasing Division.				

7	Did the agency receive awarded vendors permission to contract?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	Written approval from the awarded vendor must accompany the agency's request/submission to the Purchasing Division.				

8	To ensure fair & reasonable pricing to the State, did the agency request a copy of the awarded vendors technical and cost proposals?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	Copies of such must be included with submission to the Purchasing Division.				

9	Did the agency address any Federal Requirements associated with the contract?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
---	---	------	-------------------------------------	-----	--------------------------

10	Is this vendor registered in <i>NevadaEPro</i> ?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	Per Executive Order 2019-2, prior to entering into a contract with a vendor they must be registered in <i>NevadaEPro</i> .				

11	Is this vendor registered with the Nevada Secretary of State's Office?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	Pursuant to NRS 76, prior to entering into a contract with a vendor they must obtain a Nevada Business License.				

12	Is a Business Associate Addendum or other agency specific form(s) required?	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	If so, please include copies with submission to the Purchasing Division.				

<i>Purchasing Use Only:</i>	
Approval #:	G21001②

By signing below, I know and understand the contents of this request and attest that all statements are true and correct.

Karl Wilson  
Agency Representative Initiating Request

Karl Wilson 10/8/21  
Print Name of Agency Representative Initiating Request Date

Jonathan P. Moore  
Signature of Agency Head Authorizing Request

Jonathan P. Moore 10/8/21  
Print Name of Agency Head Authorizing Request Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NRS 333.475. 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 300.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

Kevin D. Doty 10/14/21  
Administrator, Purchasing Division or Designee Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25284**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2710-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DATA INSIGHT PARTNERS, LLC**Contractor Name: **DATA INSIGHT PARTNERS, LLC**Address: **4350 S MARYLAND PKWY STE 177**City/State/Zip: **LAS VEGAS, NV 89119-7530**Contact/Phone: **Justin White 702/613-2248**Vendor No.: **T32009017**NV Business ID: **NV20161703339**To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2023**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Conduct Evaluation**

5. Purpose of contract:

**This is a new contract to provide the second phase of a comprehensive look at all the factors that play into Nevada class sizes and teacher workforce, provide real-time monitoring capabilities by creating an interactive dashboard of metrics, and to expand the collaboration with the Nevada System of Higher Education.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$885,000.00**

Other basis for payment: Per itemized invoice for each phase completed

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is the second phase to address Nevada class sizes.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Current education employees do not have the experience or time to complete the work.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 211102**

**Approval Date: 11/02/2021**

c. Why was this contractor chosen in preference to other?

This vendor has employees that had previous worked within the K-12 education system.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mbro28	12/07/2021 16:55:01 PM
Division Approval	carnol1	12/07/2021 16:55:28 PM
Department Approval	carnol1	12/07/2021 16:55:31 PM
Contract Manager Approval	mbro28	12/07/2021 16:56:28 PM
EITS Approval	daxtel1	02/07/2022 18:49:14 PM
Budget Analyst Approval	mranki1	02/10/2022 08:46:06 AM
BOE Agenda Approval	dlenzner	02/14/2022 17:14:43 PM
BOE Final Approval	Pending	



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

*Purchasing Division*

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

<b>Purchasing Use Only:</b>	
Approval#:	211102

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

01/20/21  
M. F. Williams  
New  
point of  
contact

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to <u>only</u> the contact(s) listed below:</b>		
	<b>ENTER STATE AGENCY NAME:</b> <i>Nevada Department of Education</i>		
	<b>Contact Name and Title</b>	<b>Phone Number</b>	<b>Email Address</b>
	<i>Jessica Todtman, Chief Strategy Officer</i>	<i>702-668-4318</i>	<i>jtodtman@doe.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	Vendor Name:	<i>Data Insight Partners</i>
	Contact Name:	<i>Justin White</i>
	Complete Address: City, State, and Zip Code	<i>4350 S. Maryland Pkwy Ste 177 Las Vegas, NV 89119</i>
	Telephone Number:	<i>702-613-2248</i>
	Email Address:	<i>Justin.white@DataInsightPartners.com</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<i>X (Sole Source)</i>
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract? Check One:	Yes:	<i>X</i>	No:
	Amendment Number:	#		
	Enter CETS Number:	#		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase? Check One:	Yes:		No:
	Contract:	Start Date:	<i>12/14/2021</i>	End Date:
			<i>12/31/2023</i>	

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	<i>ARP ESSER III SEA Administration - BA 2710/21</i>
	Grant Funds:	
	Other (Explain):	

Rec'd 10/25/21

1g

Total Estimated Value of this Service Contract, Amendment or Purchase:

\$885,000

Provide a description of work/services to be performed or commodity/good to be purchased:

This project will consist of 7 major work streams that will be executed over the course of two years. Those workstreams include:

1. Statewide Data Management Policies and Procedures
  - o Statewide course catalog
  - o Field level definitions and requirements regarding teacher assignments and course creations in Infinite Campus
  - o Field level definitions and requirements regarding annual reporting of licensed staffing assignments that populate OPAL (Online Portal for Applications and Licensure)
2. Data Quality Reports
  - o This includes the creation of district and school-level reports that identify data quality issues that are not in compliance with the Statewide Data Management Policies and Procedures
  - o These reports will support school and district efforts to true up their data in preparation for public reporting
  - o These reports will allow data to be updated and corrected in real-time, instead of months after the fact
3. Expand NDE and NSHE Data Sharing
  - o Identify any gaps in data needs as pertains to the teacher workforce that could further support the mission and work of NSHE.
  - o Expand and automate quality assurance to improve both data quality and timeliness regarding NDE's contributions to the P-20 longitudinal data system (NPWR).
  - o Documentation of work to provide pertinent stakeholders with all necessary information to understand business requirements, data definitions, data sources, business rules, and timelines around the work completed by this project.
4. Class Size and Workforce Data
  - o Deploy public-facing dashboards during the 2022-2023 school year that monitor:
    1. Average class size experience
    2. Access to experienced teachers
    3. Use of long-term subs
    4. Teacher workforce age
    5. Licensed staffing ratios
    6. Teacher pipeline metrics
5. Workforce Morale Survey Dashboards
  - o The Class Size and Workforce Dashboards will be extended to include dashboards that investigate how teacher perceptions are associated with retention and student learning.
6. Projected Ancillary Costs to Increase the Teacher Workforce
  - o This covers projected physical capital and human capital costs to support the increase of the Nevada teacher workforce by upwards of 10,000 classroom teachers.
7. ESSER Spending Accountability Dashboards
  - o These dashboards will give the public easy-to-understand information related to how, whom, and when ESSER funds are being spent with the goal of building trust through transparency.

	<p><b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b></p>
3	<p><i>As former employees within the Nevada K-12 education system, Data Insight Partners staff have decades of experience working with Nevada education data and its information systems. Co-founders of the company, Nathan Trenholm and Justin White, worked as the Clark County School District's Director of Research and Accountability and the Coordinator over the Enterprise Data Warehouse System respectively.</i></p> <p><i>Their pertinent experiences include building an interactive application to monitor the teacher recruitment pipeline, building district reports regarding Title I spending that included the allocation of monies for licensed staff, collecting and reporting state accountability data regarding student-teacher ratios and average class sizes, as well as leading and facilitating a group of national researchers to analyze teacher recruitment and retainment trends in the Clark County School District.</i></p> <p><i>Additionally, Data Insight Partners were previously retained to conduct phase I of this work to conduct a massive evaluation of the Nevada teacher workforce and our K-12 class sizes. This successful work included working with all the pertinent information systems including the state edition of Infinite Campus and the Online Portal for Applications and Licensure (OPAL). Data Insight Partners experience and familiarity with these information systems enabled them to work directly with those vendors to expedite processes, resolve technical obstacles, and ensure data integrity.</i></p> <p><b><u>Time Constraints</u></b></p> <p><i>The 82<sup>nd</sup> session of the Nevada Legislature will meet in January 2023, and it is anticipated that the teacher workforce and class sizes will be of the utmost importance to the Senate and Assembly Education Committees. Integrating the teacher licensure system and the K-12 student information system is a massive and complex undertaking. In addition to integrating these information systems, an interactive reporting system must be built that can be accessed and understood by a lay audience.</i></p> <p><i>The systems involved and the outcome requirements are all specific to the Nevada context. The selection of a vendor must consider the paramount deadline of the next legislative session for aspects of this work. This project requires expertise in a very particular set of skills working with and understanding certain information systems, Nevada revised statutes and administrative code, education research, and the successful development of online, interactive data applications.</i></p> <p><i>Data Insight Partners is uniquely positioned to complete this work in the proposed timeline because of their unique experience with Nevada systems, processes, laws, and people.</i></p>
4	<p><b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b></p> <p><i>The foundation of this work is not based on general technical and research skills. This work requires experience with Nevada's unique implementation of their teacher licensure system, student information system, and the business rules that govern these systems through Nevada revised statutes and administrative code. Additionally, this work builds upon the work of phase I, which was conducted by Data Insight Partners, giving them unique skills, experience, and knowledge for this project.</i></p> <p><i>Data Insight Partners' proven track record of success in prior work with the Nevada Department of Education had demonstrated their expertise with data analysis and in particular their experience with Nevada and local school districts systems, processes, and people make them uniquely qualified to</i></p>

*support NDE in their efforts to integrate disparate information systems and provide analysis and reporting that is informative, engaging, and actionable.*

*If this service is competitively bid, the Nevada Department of Education would not have the information needed to provide all Nevada policymakers and stakeholders, accurate and deep insights into the state of Nevada's ESSER spending, teacher workforce, and class sizes experienced by our students. To provide these insights, it is imperative that this work be conducted by those with the experience with all of these disparate systems and requirements.*

5	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
			X
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.		
	b. <u>If not</u> , why were alternatives not evaluated?		
	There are no other vendors with these unique features/qualifications and services.		

Purchasing Use Only:

Approval #:

2111020

6	Has the agency purchased this service or commodity in the past? Check One:				Yes	No
	NOTE: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <b><u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u></b>				X	
	a. If yes, starting with the most recent contract and working backward, for the <b><u>entire</u></b> relationship with this vendor, or any other vendor for this service or commodity, the following information <b><u>must</u></b> be provided:					
	Term		Value	Short Description	Type of Procurement ENTER RFP#, RFQ#, Waiver #	
	Start Date	End Date				
	4/14/2020	11/30/2020	\$135,000	Contract to provide a comprehensive look at all the factors that play into Nevada class sizes, an analysis of national teacher workforce characteristics, and trends to help provide the context around local data.	200207	
		\$				
		\$				
		\$				
		\$				

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<p>This work is essential to the work NDE is engaging in to inform legislative discussions and provide public accountability around:</p> <ul style="list-style-type: none"> <li>Teacher recruitment &amp; retention</li> <li>Teacher pipeline</li> <li>Workforce licensure and experience pertaining to staffing needs</li> <li>Class sizes and access to qualified and experienced teachers</li> <li>ESSER funding</li> </ul> <p>Failure to approve this request severely diminishes NDE's ability to provide transparency and accountability on how billions of dollars of taxpayer dollars are being spent to support education in our state.</p>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	There were no other vendors found with these unique features/qualifications and services.

Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
<u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	X	

a. *If yes, please provide details regarding future obligations or needs.*

This project includes the development of an online, interactive reporting system. NDE will have the option to keep this reporting system live and available beyond the contract term in exchange for payment of future licensing fee to maintain the system (these costs are detailed in the proposal).

Ongoing maintenance offered by the licensing fee provides support in four major categories:

1. Technical maintenance
2. Incorporating changing business rules and populations (e.g., new schools opening)
3. Expanding dashboard offerings and functionality
4. Training and user support

Technical maintenance includes updates of the underlying code, databases, and security. The infrastructure of any technology project requires integrating with various hardware and software applications. This includes user facing applications such as the web browser (e.g., Chrome, Internet Explorer, Firefox, etc.) as well as backend technologies such as the database management system. All these programs are continuously evolving and updating to improve security and performance. The technical maintenance of this project will ensure the application continues to operate smoothly and as intended with all these moving parts.

9 In addition to technical maintenance the annual license will include 200 hours of annual support for development and training. This will include incorporating ongoing changes to business rules and populations.

Ongoing changes that don't necessarily change the functionality of the dashboard include:

- Changes in the course catalogue over time
- Incorporating the data of new schools as they open
- Changes in business rules (e.g., Changing the definition of a long-term sub, changing the definition of an experienced teacher, etc.)

In addition to incorporating business rule changes there will no doubt be the desire to expand dashboard offerings and functionality over time. Expansion of the functionality of the dashboards will be determined by future need, but could include:

- Expanding the dashboard offerings that visualize the connection between K-12 and NSHE:
  - Teacher pipeline
  - College going rates
- Expanding the dashboard offerings that visualize district and charter school offerings
  - Showing course catalogue offerings of individual districts or schools

Finally, the first three categories of change along with the onboarding of new staff and education stakeholders (e.g., Legislators, Board Members, etc.) will lead to the need for ongoing training and user support. The 200 hours of support would also include offering these trainings which may include:

- |  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>• In-person / online trainings</li><li>• Development of user guides</li><li>• Creation of videos</li></ul> |
|--|--|

<b>Purchasing Use Only:</b>	
Approval #:	2111020

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

Felicia Gonzales  
 \_\_\_\_\_  
 Print Name of Agency Representative Initiating Request

10/22/21  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Agency Head Authorizing Request

Jhone M. Ebert  
 \_\_\_\_\_  
 Print Name of Agency Head Authorizing Request

10/24/21  
 \_\_\_\_\_  
 Date

**FOR PURCHASING USE ONLY – PLEASE NOTE:** *In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, **State Purchasing** may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.*

\_\_\_\_\_  
 Name of agency or entity who provided information or review:

\_\_\_\_\_  
 Representative Providing Review

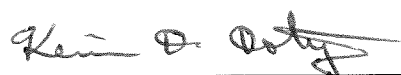
\_\_\_\_\_  
 Print Name of Representative Providing Review

\_\_\_\_\_  
 Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150 or 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 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

  
 \_\_\_\_\_  
 Administrator, Purchasing Division or Designee

11/2/21  
 \_\_\_\_\_  
 Date



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Jessica Todtman, Deputy Superintendent, NDE  
Glenn Meyer, IT Manager, NDE  
Sarah Nick, Education Program Professional, NDE  
Matthew Brown, Budget Analyst, NDE

**CC:** Tim Galluzi, Administrator, EITS, DOA  
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA  
Jason Benshoof, IT Chief, Agency IT Services, EITS, DOA

**FROM:** David Axtell, State Chief Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - NDE - 333 - Data Insight Partners Class Size Reduction Study - 2673

**DATE:** January 31, 2022

We have completed an update review for NDE's – *Data Insight Partners Class Size Reduction Study* TIN333.

The submitted TIN, for an estimated value of \$885,000 this biennium and \$150,000 in the next biennium (100% Federal Grant funding) for analysis, policy, implementation, and communication solution based on the outcome of the comprehensive 2021 analysis of Nevada class sizes and teacher workforce.

This solution aims to address threats identified in the research including:

- Significantly and consistently shrinking national teacher pipeline
- 9 in 10 students with a core class above the State Board recommended size
- Teacher attrition rates significantly exceeding national averages
- An aging teacher workforce that could accelerate teacher attrition over the next 5 years
- Licensed staffing pipelines that exacerbate the classroom teacher shortage

- Alarmingly low teacher morale. The study made it abundantly clear that doing nothing was not an option. For Nevadans intending to deliver on the promise of the American dream for future generations through a quality education, the first study left them asking "What's next".

Data from the resulting analysis and policy creation will be integrated into easy-to-understand dashboards for use by district and school staff as well as the public. Additionally, collaboration between NDE and NSHE Data Sharing will be expanded

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25281**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	NAVIGATE360, LLC
Agency Code:	<b>300</b>	Contractor Name:	<b>NAVIGATE360, LLC</b>
Appropriation Unit:	<b>2710-13</b>	Address:	<b>3900 KINROSS LAKES PARKWAY SUITE 200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RICHFIELD, OH 44286</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Todd Wagner 330-661-0106
		Vendor No.:	T32011878
		NV Business ID:	NV20131175404

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2022**

Anticipated BOE meeting date 02/2022

Retroactive? **Yes**

If "Yes", please explain

**Ideally, this contract would have been submitted for consideration by the Board of Examiners during their December meeting; however, the deadline for that meeting was missed. Therefore, the Nevada Department of Education requests that this contract be approved retroactively, effective January 1, 2021. This will ensure that SafeVoice continues to be available to Nevada students and those who support students, including education, law enforcement, and behavioral health services.**

3. Termination Date: **06/30/2023**Contract term: **1 year and 179 days**4. Type of contract: **Provider Agreement**Contract description: **Anonymous Tip Report**

5. Purpose of contract:

**This is a new contract to provide an ongoing anonymous tip line reporting system, SafeVoice, as well as the continuation of the Handle with Care Program to provide support for students who have been exposed to a traumatic event or other events that may affect their ability to succeed at school.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$193,000.00**

Payment for services will be made at the rate of \$0.00 per Yearly

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contract will continue to enhance awareness and confidence in Nevada's 24/7/365 tip reporting system, SafeVoice. Associated benefits of SafeVoice increases the Multi-tiered Systems of Support involving education, law enforcement, and behavioral health systems. Continuing training schools to use the SafeVoice technology platform and promoting SafeVoice to students and parents significantly increases school safety and reduction in bullying and other forms of harm will be achieved.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There is not an online platform available in the state to support a statewide anonymous tip reporting system**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 210705**

**Approval Date: 06/23/2021**

c. Why was this contractor chosen in preference to other?

Since the inception of SafeVoice in 2018, Navigate 360/P3 has provided the platform for SafeVoice. In 2020, Handle with Care notifications were added to the P3 platform. To continue valuable service for this life saving response, the original vendor was needed to provide this service.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

State of Nevada Department of Education

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mbro28	12/28/2021 11:27:45 AM
Division Approval	carnol1	01/11/2022 08:02:54 AM
Department Approval	carnol1	01/11/2022 08:02:57 AM
Contract Manager Approval	mwadsw01	01/11/2022 08:04:43 AM
EITS Approval	daxtel1	01/21/2022 16:47:40 PM
Budget Analyst Approval	mranki1	01/24/2022 10:20:50 AM

BOE Agenda Approval  
BOE Final Approval

dlenzner  
Pending

02/02/2022 11:43:10 AM

Steve Sisolak  
Governor

Jhone M. Ebert  
Superintendent of Public  
Instruction



Southern Nevada Office  
2080 East Flamingo Rd,  
Suite 210  
Las Vegas, Nevada 89119-0811  
(702) 486-6458  
Fax: (702) 486-6450

**STATE OF NEVADA**  
**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street | Carson City, Nevada 89701-5096  
Phone: (775) 687-9200 | [www.doe.nv.gov](http://www.doe.nv.gov) | Fax: (775) 687-9101

December 7, 2021

MEMORANDUM

TO: Susan Brown  
Clerk of the Board of Examiners  
Governor's Finance Office, Budget Division

THROUGH: David Lenzer  
Executive Budget Officer 2, Governor's Finance Office, Budget Division

FROM: Heidi Haartz *Heidi Haartz*  
Deputy Superintendent, Student Investment Division

SUBJECT: Request for Retroactive Contract with Navigate360, LLC

---

Ideally, this contract would have been submitted for consideration by the Board of Examiners during their December meeting; however, the deadline for that meeting was missed. Therefore, the Nevada Department of Education requests that this contract be approved retroactively, effective January 1, 2021. This will ensure that SafeVoice continues to be available to Nevada students and those who support students, including education, law enforcement, and behavioral health services.

We appreciate your consideration in this matter.

CC: Jhone M. Ebert, Superintendent of Public Instruction  
CC: Christy McGill, Director, Office for a Safe and Respectful Learning Environment



STATE OF NEVADA

DEPARTMENT OF ADMINISTRATION

Purchasing Division

515 East Musser Street, Suite Phone: 775-684-0170300 | Fax: Carson City, Nevada 89701 775-684-0188

<b>Purchasing Use Only:</b>	
Approval#:	#210705 @

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1a	<b>Agency Contact Information - Note:</b> Approved copy will be sent to only the contact(s) listed below:		
	State Agency Name: <i>Office for a Safe and Respectful Learning Environment</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Christy McGill, Director</i>	<i>775) 400-0144</i>	<i><u>cmcgill@doe.nv.gov</u></i>
	<i>Laura Hutchinson, Education Programs Professional, SafeVoice Coordinator</i>	<i>775) 527-2299</i>	<i><u>Lhutchinson@doe.nv.gov</u></i>

1b	<b>Vendor Information: <i>Navigate360, LLC</i></b>	
	Identify Vendor:	<i>P3 Campus &amp; P3 Care Alerts</i>
	Contact Name:	<i>Todd Wagner, Managing Director</i>
	Complete Address:	<i>3900 Kinross Lakes, Parkway, Suite 200 Richfield, OH 44286</i>
	Telephone Number:	<i>P3 Support Team – 330-520-8566 / Todd Wagner – 330-350-5033</i>
	Email Address:	<i><u>p3support@navigate360.com</u> / <u>twagner@navigate360.com</u></i>

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	
	Professional Service Exemption:	<i>X</i>

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<i>X</i>	No
	Amendment:	#		
	CETS:	#		

1e	<b>Term:</b>				
	One (1) Time Purchase:				
	Contract:	Start Date:	01/01/2022	End Date:	12/31/2023

1f	<b>Funding:</b>				
	State Appropriated:				
	Federal Funds:	X			
	Grant Funds:				
	Other (Explain):				

*Purchasing Use Only:*

Approval #:

#210705②

1g	<b>Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:</b>				
	Total contract is \$192,872/year; total amt. of contract #385,744.00				

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
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*NRS 388 mandates that the Nevada Department of Education maintain a 24/7 tip line for school safety so that students and public can call or text in any school safety concerns. This tip line is called SafeVoice and runs on a platform from Navigate 360 named P3. The actual platform is managed by live dispatchers 24/7 out of the Department of Public Safety in Carson City Nevada in the Fusion Center. In 2019, NRS 388 was expanded to include Handle with Care tips as well. The P3 platform handles both SafeVoice and Handle with Care tips. This system has become an integral part of school safety and cannot have any interruptions of service.*

*This platform meets all of the requirements listed in NRS 388 by the following:*

- *Real-time report management capabilities from any PC, tablet or smartphone allows you to review, update, reply to and deliver reports from any of your devices 24/7.*
- *Engage in 2-way dialogue with reporting parties to acquire more information.*
- *Real-time anonymous live chat comes complete with anonymous push notifications via the P3 Campus mobile app.*
- *Immediately exchange and share reports with your internal recipient accounts, other P3 accounts and recipient groups.*
- *Conduct automatic checks for the same names, aliases, addresses or any user-defined keywords across all reports.*
- *Extensive auditing of all user interaction so you know exactly who did what and when.*
- *Notifications for reporting parties when actions have been taken on reports.*
- *Every public school in the state of Nevada has at least a 3person multidisciplinary team entered into the P3 system.*
- *Every law enforcement entity has access and uses the P3 systems either to report Handle with Care tips or report back on SafeVoice tips.*
- *Provides a platform for collaboration and accountability between school administrators, peace officers and mental health professionals to ensure every student's needs are met. This system has become extremely important during the pandemic to prevent youth suicides.*
- *In March 2021, Nevada's Mobile Crisis Teams were entered into the system as well, so they can become part of the response.*

	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
3	<i>SafeVoice has been using the current P3 system since its inception in 2017. This system has taken all the SafeVoice tips and now the Handle with Care tips from the beginning of both programs without fail. There is data stored which provides valuable longitudinal information and the P3 system has been proven to be safe, secure, and able to handle the large number of data/tips entered into the</i>
	<i>system. We have not had any issues and hope to maintain this continuity with the data both tips received and schools and teams entered. The unique features are the user relationships built between schools, law enforcement, dispatchers, and mental health providers that are unique for Nevada. Literally, 1000s of hours have gone into making this system specific for Nevada in 1) entering teams into P3 for every school 2) training all public schools and all law enforcement agencies to use the system and 3) training law enforcement to create and implement Handle with Care tips.</i>
4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>

Nevada's children are using the current SafeVoice platform, and it is saving lives. From January 1, 2021- June 1, 2021, SafeVoice received 1,409 calls on their current platform. Of those calls, 556 were suicide threats. Each year since its inception, school staff (teachers and school counselors) train all students on the SafeVoice program and how/when to use it. Majority of the students download the SafeVoice app on their phones immediately. Children also see SafeVoice bumper stickers in their buses, banners on their fences and SafeVoice posters all over their school buildings. Students practice how to report a call and take this information home for parents as well. The benefit to student's learning about SafeVoice and knowing there is a live person on the other end when they are not in crisis is exponentially beneficial. A student practicing reporting a SafeVoice tip when they are not in crisis establishes "muscle memory". This muscle memory is vital because when a student is in crisis, they are full of adrenaline which fogs the mind and can make it harder for a student to "think". Having the SafeVoice numbers and website the same for the past 5 years has helped student know automatically how to reach out to someone for help in their time of need. They don't have to "think" they can act and save either themselves or someone else. Another reason to keep the system the same is for those who have come to SafeVoice as their last chance for help. They know there is a live person on the line waiting to help and to listen. If they dialed a number which was now no longer in use because the SafeVoice Platform and its numbers have changed, well, this could be deadly. A student in distress will not go seeking out something if they have run into yet another roadblock. They would give up. Changing the system on a desperate student could be their last straw. The burden of that would live with the state for ever. Students know how to access the SafeVoice system. They know what to expect, it has become a safe haven for them and even has saved lives in the process. Changing their safe world could be deadly.

5	Were alternative services or commodities evaluated? Check One.	Yes:		No:	X
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.				
	We did not search for another vendor. Changing the current system would not be safe for students. By keeping with the same vendor we are protecting Nevada's children.				
	b. <u>If not</u> , why were alternatives not evaluated?				
See #4 explanation.					

Purchasing Use Only:

Approval #:

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.	Yes:		No:	X*
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#210705(2)

a. If yes, starting with the most recent contract and working backward, for the <b>entire</b> relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:				
Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)
		\$	*Nevada Department of Education was not under direct contract with P3. The platform has been paid for and contracted	
			by Pacific Institute for Research and Evaluation (PIRE) who received the grant funding from the Department of Justice.	

7	<p>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</p> <p><i>Nevada's children could die. Since its inception there have been over 20-thousand tips for SafeVoice. Since June 2020m there have been over 100 life safety tips, which are considered the most serious and quickly responded to including suicide threats and self-harm. Life Safety tips involve immediate law enforcement response to intervene and help support the struggling student and family.</i></p>
---	--

8	<p>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</p> <p><i>The Nevada SafeVoice system and model was patterned after Safe-to-Tell program in Colorado. The Safe-to-Tell program used the P3 platform for their system as does the national tip line and many other states. The P3 platform was written into the PIRE Department of Justice School Safety Research Grant to fund the creation and implementation of the SafeVoice program in Nevada. According to the grant manager from PIRE, "P3 is the system used in CO... it is also the most robust and feature-rich system."</i></p>
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9	<p>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></p>	Yes:		No:	
	<p>a. If yes, please provide details regarding future obligations or needs.</p> <p><i>We anticipate continued funds and with that intention we want to remain under this same platform.</i></p>				

Purchasing Use Only:	
Approval #:	

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.

Purchasing Use Only:

Approval #:

#210705 (C)

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.



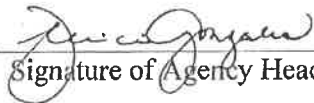
Agency Representative Initiating Request

Christy McGill,

Print Name of Agency Representative Initiating Request

06/14/2021

Date



Signature of Agency Head Authorizing Request

6/14/21

Felicia Gonzales

Print Name of Agency Head Authorizing Request

06/14/2021

Date

PLEASE NOTE: *In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.*

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150 or 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 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:



Administrator, Purchasing Division or Designee

6/23/21

Date

Steve Sisolak  
Governor



Laura E. Freed  
Director  
Matthew Tuma  
Deputy Director  
Alan Cunningham  
State Chief Information Officer  
Timothy Galluzi  
Administrator

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Enterprise IT Services Division*  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Christy McGill, Director Safe and Respectful Schools, NDE  
Glenn Meyer, IT Manager 1, NDE  
Joel Smedes, Management Analyst 2, NDE

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA  
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Michael Smith, Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - NDE - 298 - Navigate 360 - 2721

**DATE:** September 14, 2021

We have completed the review of NDE's – Navigate 360 – TIN 298.

The submitted TIN is for an estimated value of \$385,744.00 in the current biennium and \$385,744.00 next biennium (25% Federal Grant and 75% General Fund) to renew or update a maintenance, licensing, or consulting agreement already in place.

P3 Campus is the industry leader in anonymous tip reporting and tip management solutions for school safety initiatives - with 23 years of experience and product enhancement. P3 Campus currently serves over 35,000 US schools, including nine statewide tip line programs. P3 Campus empowers users to receive, track and route school related anonymous tips via phone, mobile application, and web browsers.

NDE's solution is accessible on any web browser, delivers a platform where users can report and manage anonymous tips including but not limited to mental health concerns, bullying, drug abuse, and threats of violence. P3 can send customized notifications, not generated by a tip, to all schools, school contacts and administrators, in addition to automated and templated responses when a tip is received.

This investment is being made to continue the operation of the Safe Voice program. This program was put in place several years ago to allow for the reporting and monitoring of potential students' risk factors relating to student safety. The system is used by both the Department of Education and Public Safety to monitor tips submitted regarding the safety of students, schools, and families. When credible tips are received the system allows for coordination between school, Department and Public Safety resources to respond.

This system is critical to the safety and wellbeing of all Nevada students and their families. The system was previously purchased with a Federal Grant and operated under that grant. The system is now being administered and paid for by the Department of Education.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25519**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	United Testing Service, Inc.
Agency Code:	<b>300</b>	Contractor Name:	<b>United Testing Service, Inc.</b>
Appropriation Unit:	<b>2710-15</b>	Address:	<b>2831 St Rose Parkway Suite 200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Henderson, NV 89052</b>
If "No" please explain:	Not Applicable	Contact/Phone:	702-941-4270
		Vendor No.:	T32011992
		NV Business ID:	NV20161458260

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2021**

Anticipated BOE meeting date 04/2022

Retroactive? **Yes**

If "Yes", please explain

**On behalf of the Office of School and Student Support (OSSS), we respectfully request approval to execute a retroactive contract with United Testing Services. This contract would provide services to non-public schools to combat the effects of COVID-19. These services assist with closing the learning gap and assist with following CDC guidelines. Emergency Assistance to Non-Public Schools (EANS) funds were made available to the Nevada Department of Education in February 2021 and may be used for th**

3. Termination Date: **09/30/2023**Contract term: **2 years and 60 days**4. Type of contract: **Contract**Contract description: **Intervention Service**

5. Purpose of contract:

**This is a new contract to provide early intervention services and professional services, such as counseling and nursing, to students at non-public schools who are exhibiting learning loss and social issues due to the COVID-19 pandemic.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This project is needed to full the SEA responsibilities under Emergency Assistance to Non Public Schools program under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Due to current demands on professional personnel and the affects of the pandemic, it was determined that additional sources were needed to meet this demand outside of the public school resources.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 333.475

Use of another Governmental Solicitation.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mbro28	01/27/2022 11:03:00 AM
Division Approval	hsakelar	02/01/2022 16:23:54 PM
Department Approval	hsakelar	02/01/2022 16:23:58 PM
Contract Manager Approval	hsakelar	02/01/2022 16:24:01 PM
Budget Analyst Approval	mranki1	02/04/2022 08:52:40 AM
BOE Agenda Approval	dlenzner	02/08/2022 12:35:21 PM
BOE Final Approval	Pending	



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Purchasing Division*

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

**Purchasing Use Only:**

Approval #: **G 21002** ⑩

**REQUEST TO USE ANOTHER GOVERNMENTAL SOLICITATION**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1</b>	<b>Agency Contact Information - Note: Approval notification will be sent to only the contact(s) listed below:</b>		
	<b>State Agency Name:</b>	Nevada Department of Education	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Karl Wilson, Education Programs Supervisor	702-668-4311	karlwilson@doe.nv.gov

<b>2</b>	<b>Vendor Information:</b>	
	<b>Identify Vendor:</b>	United Testing Services
	<b>Contact Name:</b>	Angela Fein
	<b>Complete Address:</b>	2831 St. Rose Parkway, Suite 200, Henderson, NV 89052
	<b>Telephone Number:</b>	(702) 941-4270
	<b>Email Address:</b>	unitedtestingemail@gmail.com

<b>3</b>	<b>State/Entity that Released the Solicitation &amp; Type of Solicitation. Must be Competitively Bid.</b>	
	<b>Type of Solicitation:</b>	Clark County School District (CCSD) RFP 19030TCG Coral Academy of Science – Las Vegas (CAS-LV) RSP #17-18
	<b>Identify Original State/Entity:</b>	Clark County School District; Coral Academy of Science – Las Vegas (CAS-LV)
	<b>Contact Name:</b>	Thomas Grossman, CCSD Purchasing Supervisor; Crissy Hanna, CAS-LV Director
	<b>Telephone Number:</b>	CCSD: 702-799-5225 x5472; CASLV: 702-776-6529
	<b>Email Address:</b>	CCSD: <a href="mailto:grosstc@nv.ccsd.net">grosstc@nv.ccsd.net</a>

<b>4</b>	<b>Contract Dates: Your Contract Term Date Cannot Exceed Term Date of Original Contract.</b>				
	<b>Original Contract:</b>	<b>Start Date:</b>	CCSD: September 27, 2019 Coral Academy of Science – Las Vegas: August 28, 2018	<b>End Date:</b>	Fully Executed Amendment Pending *see email 10.25.21 *
	<b>New Contract:</b>	<b>Start Date:</b>	Upon Approval	<b>End Date:</b>	9/30/2023

Rec'd 10/11/21

5	<b>Funding for this new contract:</b>	
	State Appropriated:	
	Federal Funds:	<i>Emergency Assistance to Non-public Schools (EANS) [S425R210013]</i>
	Grant Funds:	
	Other (Explain):	

<b>Purchasing Use Only:</b>	
Approval #:	6211002

6	Does the Scope of Work (SOW) in the original contract meet/exceed your needs?	Yes:	X	No:	
	To ensure such, requesting agency must request a copy of the State/entities Contract and SOW to be reviewed and approved by the agency's Deputy Attorney General (DAG). A copy of the Contract and written approval from the agency's DAG must be included with the request to the Purchasing Division.				

7	Did the agency receive awarded vendors permission to contract?	Yes:	X	No:	
	Written approval from the awarded vendor must accompany the agency's request/submission to the Purchasing Division.				

8	To ensure fair & reasonable pricing to the State, did the agency request a copy of the awarded vendors technical and cost proposals?	Yes:	X	No:	
	Copies of such must be included with submission to the Purchasing Division.				

9	Did the agency address any Federal Requirements associated with the contract?	Yes:	X	No:	
---	---	------	---	-----	--

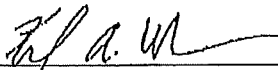
10	Is this vendor registered in NevadaEPro?	Yes:	X	No:	
	Per Executive Order 2019-2, prior to entering into a contract with a vendor they must be registered in NevadaEPro.				

11	Is this vendor registered with the Nevada Secretary of State's Office?	Yes:	X	No:	
	Pursuant to NRS 76, prior to entering into a contract with a vendor they must obtain a Nevada Business License.				

12	Is a Business Associate Addendum or other agency specific form(s) required?	Yes:		No:	X
	If so, please include copies with submission to the Purchasing Division.				

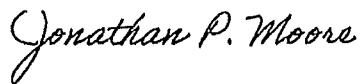
<i>Purchasing Use Only:</i>	
Approval #:	G210020

By signing below, I know and understand the contents of this request and attest that all statements are true and correct.

  
 \_\_\_\_\_  
 Agency Representative Initiating Request

Karl A. Wilson  
 \_\_\_\_\_  
 Print Name of Agency Representative Initiating Request

10/8/21  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Agency Head Authorizing Request

Jonathan P. Moore  
 \_\_\_\_\_  
 Print Name of Agency Head Authorizing Request

10/8/21  
 \_\_\_\_\_  
 Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NRS 333.475. 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 300.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

  
 \_\_\_\_\_  
 Administrator, Purchasing Division or Designee

10/19/21  
 \_\_\_\_\_  
 Date

Steve Sisolak  
Governor

Jhone M. Ebert  
Superintendent of Public  
Instruction



Southern Nevada Office  
2080 East Flamingo Rd,  
Suite 210  
Las Vegas, Nevada 89119-0811  
(702) 486-6458  
Fax: (702) 486-6450

**STATE OF NEVADA**  
**DEPARTMENT OF EDUCATION**


700 E. Fifth Street | Carson City, Nevada 89701-5096  
Phone: (775) 687-9200 | [www.doe.nv.gov](http://www.doe.nv.gov) | Fax: (775) 687-9101

February 8, 2022

MEMORANDUM

TO: Susan Brown  
Clerk of the Board of Examiners  
Governor's Finance Office – Budget Division

THROUGH: David Lenzner  
Executive Budget Officer 2, Governor's Finance Office – Budget Division

FROM: Heidi Haartz   
Deputy Superintendent, Student Investment Division

SUBJECT: Request for Retroactive Contract with United Testing Services, Inc.

---

This memorandum serves as a request for retroactive approval to August 1, 2021 on a contract with the Nevada Department of Education Office of School and Student Support (OSSS). This justification is needed due to some confusion in the process of securing Emergency Assistance to Non-Public Schools (EANS) funds made available to NDE in conjunction with a need for a completed governmental solicitation approval on October 8, 2021.

The Nevada Department of Education Office of School and Student Support will inform and review their office personnel internally of the timeliness and preparedness of current contractual process and will closely monitor the NDE internal contract completion deadlines for departmental support services to review and future assistance.

If this retroactive memo is not approved, NDE OSSS will not have the funds needed to provide intervention and professional services to non-public schools that are greatly suffering from learning loss due to the effects of the Coronavirus pandemic.

CC: Jhone M. Ebert, Superintendent of Public Instruction  
CC: Jonathan Moore, Deputy Superintendent, Student Achievement Division  
CC: Heidi Haartz, Deputy Superintendent, Student Investment Division  
CC: Karl Wilson, Education Programs Supervisor

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25540**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2712-64**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: TransAct Communications, LLC

Contractor Name: **TransAct Communications, LLC**Address: **DBA Cayen Systems  
5105 200th Street SW, Ste 200**City/State/Zip: **Lynnwood, WA 98036**

Contact/Phone: 425-977-2113

Vendor No.: T27041983

NV Business ID: NV20171337464

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RDP#30DOE-S1756

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2024**Contract term: **2 years and 91 days**4. Type of contract: **Contract**Contract description: **Data Mgmt System**

5. Purpose of contract:

**This is a new contract to provide a statewide data management system for the collection of required student and program-level data for each 21st Century Community Learning Centers program site.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$176,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada Department of Education's (NDE) Title IV-B 21st Century Community Learning Center (21st CCLC) program serves over 17 sub-grantees which include local education agencies (LEAs), community-based organizations (CBOs), tribal organizations, charter and private schools, and faith based organizations (FBOs), among others, which serve over 100 individual community learning center site locations during out of school time hours. This project will require the set up and management of a statewide data management system for collection of required student and program level data for each 21st CCLC site.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Education employees do not have the required background knowledge and/or expertise.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #30DOE1756, and in accordance with NRS333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 11/29/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? Yes

**III. OTHER INFORMATION**

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

03/12/13-06/30/2022, NDE, Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mbro28	02/01/2022 15:58:22 PM
Division Approval	hsakelar	02/01/2022 16:22:51 PM
Department Approval	hsakelar	02/01/2022 16:22:55 PM
Contract Manager Approval	hsakelar	02/01/2022 16:22:59 PM
EITS Approval	daxtel1	02/02/2022 20:07:54 PM
Budget Analyst Approval	mranki1	02/03/2022 08:19:33 AM
BOE Agenda Approval	dlenzner	02/04/2022 14:08:28 PM
BOE Final Approval	Pending	

Steve Sisolak  
Governor



Laura E. Freed  
Director  
  
Matthew Tuma  
Deputy Director  
  
Alan Cunningham  
State Chief Information Officer  
  
Timothy Galluzi  
Administrator

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***

100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Seng-Dao Yang Keo, Director OSSS, NDE  
Glenn Meyer, IT Manager, NDE  
Maria Sauter, Education Program Professional, NDE  
Joel Smedes, Management Analyst, NDE

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Michael Smith, Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - NDE - 261 - 21st Century Portal - 2712 - Update a

**DATE:** October 6, 2021

We have completed the review for NDE's - 21st Century Portal TIN 261 Update a.

The submitted TIN, for an estimated value of \$175,000 in the current biennium and \$160,000 next biennium (100% Federal Grant) to replace an existing technology solution, software product, and/or equipment solution currently in place and in use by the agency.

The Nevada Department of Education's (NDE) Title IV-B 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) program serves over 17 sub-grantees which include local education agencies (LEAs), community-based organizations (CBOs), tribal organizations, charter and private schools, and faith-based organizations (FBOs), among others, which serve over 100 individual community learning center site locations during out of school time hours. This project will require the development and management of a statewide data management system for collection of required student and program level data for each 21<sup>st</sup> CCLC site.

The Nevada Department of Education (NDE or Departments) endeavors to design the 21st Century Learning Center data collection portal (online tool) with the express purpose of collecting subgrantee site level data to ensure federal compliance and that the Department is providing targeted technical assistance and support to the subgrantees. This portal will be used to collect, maintain, and monitor data for NDE, and schools/districts and non-profit organizations across the state. It will provide the infrastructure to best meet the needs of our school districts and will offer the purview needed by the Department to provide aligned technical support and conduct monitoring as is required of the NDE as a State Education Agency per federal law, Nevada education law, and other monitoring requirements.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25118**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Washoe County School District
Agency Code:	<b>403</b>	Contractor Name:	<b>Washoe County School District</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>425 E. 9th Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89512</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jessica Medulla 775-789-4646
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2023-2026</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2026**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **School Health Svcs**

5. Purpose of contract:

**This is a new revenue interlocal agreement to provide the non-federal share for school health services, medical screening and diagnostic services for children who are Nevada Medicaid/Check-Up eligible.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,000,000.00**

Other basis for payment: FY23 - \$4,000,000; FY24 - \$4,500,000; FY25 - \$5,000,000; FY26 - \$5,500,000; Per Attachment A

**II. JUSTIFICATION**

7. What conditions require that this work be done?

School Health Services are medical services provided for children who attend public schools in Nevada that are Medicaid eligible students. SHS are medically necessary services listed in the student's Plan of Care and/or preventive services that are under Early Periodic Screening, Diagnostic, and Treatment as defined in 42 Code of Federal Regulations (CFR) 440.40(b).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

SHS services must be provided by a qualified health care provider working within their scope of practice under state and federal regulations.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

DHCFP 2009 - current. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Gladys Cook, Social Services Program Spec 3 Ph: null

Rossana Dagdagan, Social Services Program Spec 2 Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmayhall	01/24/2022 07:40:00 AM
Division Approval	ltuttl1	01/24/2022 08:28:11 AM
Department Approval	pburrel1	01/26/2022 11:59:42 AM
Contract Manager Approval	dmartin3	01/26/2022 12:54:50 PM
Budget Analyst Approval	laaron	02/07/2022 10:00:15 AM
BOE Agenda Approval	laaron	02/07/2022 10:00:17 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25477**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	<b>PUBLIC KNOWLEDGE, LLC</b>
Agency Code:	<b>403</b>	Contractor Name:	<b>PUBLIC KNOWLEDGE, LLC</b>
Appropriation Unit:	<b>3158-70</b>	Address:	<b>4720 Independence St.</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>Wheat Ridge, CO 80033</b>
If "No" please explain: Contingent upon February IFC approval - C57664.		Contact/Phone:	<b>Stacey Obrecht 800-776-4229</b>

Vendor No.: **T27022922**  
 NV Business ID: **NV20091086529**

To what State Fiscal Year(s) will the contract be charged? **2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/05/2022**Contract term: **95 days**4. Type of contract: **Other (include description): Service Agreement**Contract description: **PASS Services**

5. Purpose of contract:

**This is a new service agreement under master service agreement #99SWC-NV21-5889 which provides procurement of acquisition support services. This service agreement provides assistance to procure a vendor to implement the Electronic Visit Verification System for Medicaid-funded home care.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$110,670.00**

Other basis for payment: As invoiced by the Contractor and approved by the State.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The 21st Century Cures Act signed into law December 2016 requires Medicaid agencies to establish policy and processes to support EVV of Medicaid-funded home care. DHCFP requires assistance from a vendor that has experience in drafting and finalizing legal language, as well as experience in procurement acquisition support services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

While state employees within DHCFP will serve as Subject Matter Experts, they do not have the capacity and ability to research, capture and assess language from other states RFPs and develop in a technically proficient manner that will adapt to the nuances of Nevada in a limited time frame.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Statewide Contract 99SWC-NV21-5889

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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 contracts with DHCFP 2013 to current. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is 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:

Kirsten Coulombe, Social Services Chief III Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tric1	01/31/2022 08:53:46 AM
Division Approval	ltuttl1	01/31/2022 09:38:06 AM
Department Approval	pburrel1	02/01/2022 11:35:18 AM
Contract Manager Approval	dmartin3	02/01/2022 11:44:44 AM
Budget Analyst Approval	laaron	02/07/2022 10:26:46 AM
BOE Agenda Approval	laaron	02/07/2022 10:26:48 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **23451** Amendment Number: **2**

Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Public Consulting Group, LLC**

Agency Code: **403** Contractor Name: **Public Consulting Group, LLC**

Appropriation Unit: **3158-04** Address: **148 State Street**

Is budget authority available?: **Yes** City/State/Zip: **Boston, MA 02109**

If "No" please explain: Not Applicable Contact/Phone: **Kelly Gallagher 919-567-2251**

Vendor No.: **T32000898A**

NV Business ID: **NV20212025624**

To what State Fiscal Year(s) will the contract be charged? **2021-2023**

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.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/09/2021**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **03/31/2022**

Termination Date:

Contract term: **2 years and 140 days**4. Type of contract: **Contract**Contract description: **AlloCAP Support**

## 5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing services for AlloCAP Access-based software and support. This amendment extends the termination date from March 31, 2022 to June 30, 2023 and increases the maximum amount from \$102,361.50 to \$205,761.50 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:	\$102,361.50	\$102,361.50	\$102,361.50	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$103,400.00	\$103,400.00	\$103,400.00	Yes - Action
3. New maximum contract amount:	\$205,761.50			
and/or the termination date of the original contract has changed to:	06/30/2023			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The current system is a compiled database owned and trademarked by this vendor. The proprietary system can only be modified by Public Consulting Group. The AlloCAP Access-based software is used for data input and allocation of services and staff time used to produce data for Administrative Claiming and Cost Based rates, which includes cost allocation for payroll and administrative expenses that are used for CMS reporting.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the specialized expertise to perform this service.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 201002**

**Approval Date: 12/04/2020**

- c. Why was this contractor chosen in preference to other?

- d. Last bid date: Anticipated re-bid date: 09/13/2021

10. a. Does the contract contain any IT components? Yes  
b. Is the contract part of an IT investment project over \$50,000? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHCFP 2014-current and used by various agencies. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

aroma2

02/03/2022 16:07:56 PM

Division Approval	ltuttl1	02/03/2022 16:41:54 PM
Department Approval	pburrel1	02/03/2022 17:09:43 PM
Contract Manager Approval	ltuttl1	02/04/2022 08:16:52 AM
EITS Approval	daxtel1	02/04/2022 10:38:42 AM
Budget Analyst Approval	laaron	02/14/2022 11:26:29 AM
BOE Agenda Approval	laaron	02/14/2022 11:26:32 AM



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

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

<i>Purchasing Use Only:</i>	
Approval #:	435 @

**CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1</b>	<b>Agency Contact Information – Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	<b>ENTER STATE AGENCY NAME:</b>	<i>Department of Health and Human Services (DHHS) Division of Health Care Financing and Policy (DHCFP)</i>	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Lisa Tuttle, MA III, CCM</i>	<i>775-684-3676 (main)</i>	<i><a href="mailto:dhcfppcu@dhcfp.nv.gov">dhcfppcu@dhcfp.nv.gov</a></i>
	<i>Marko Markovic, ASO II</i>	<i>775-684-3698</i>	<i><a href="mailto:mmarkovic@dhcfp.nv.gov">mmarkovic@dhcfp.nv.gov</a></i>

<b>2</b>	<b>Contractor Information:</b>	
	Contractor Name:	<i>Public Consulting Group, LLC</i>
	Contact Name:	<i>Kelly Gallagher</i>
	Complete Address: City, State and Zip Code	<i>148 State St., 10<sup>th</sup> Floor, Boston, MA 02109</i>
	Phone Number:	<i>919-576-2251</i>
	Email Address:	<i><a href="mailto:kgallagher@pcgus.com">kgallagher@pcgus.com</a></i>

<b>3</b>	<b>List <u>all previous</u> Contract Information for which the agency has contracted with this vendor (contract history):</b>				
	Solicitation Type, if applicable:	<i>Solicitation Waiver</i>	#:	<i>140807</i>	
	Enter CETS Number:	<i>#16025</i>			
	Contract Amount:	<i>\$484,483.00</i>			
	Contract Term:	Start Date:	<i>11/01/2014</i>	End Date:	<i>10/31/2018</i>

*Rec'd 01/27/22*

<b>Purchasing Use Only:</b>	
Approval #:	435 @

<b>List <u>all previous</u> Contract Information for which the agency has contracted with this vendor (contract history):</b>				
Solicitation Type, if applicable:		<i>Solicitation Waiver</i>		#: 180303
Enter CETS Number:	#21306			
Contract Amount:	\$118,707.00			
Contract Term:	Start Date:	11/09/2018	End Date:	10/31/2019

<b>Current Contract Information:</b>				
Solicitation Type, if applicable:		<i>Solicitation Waiver</i>		#: 201002 appealed 201202
4	Enter CETS Number:	#23451		
	Initial Contract Amount:	\$102,361.50		
	Contract Term:	Start Date:	02/09/2021	End Date: 12/31/2021

<b>Amendment Information – List <u>all previously</u> approved amendments: N/A</b>				
	<i>Amd #:</i>	<i>Brief Synopsis of What Amendment Accomplished:</i>	<i>Dollar Change in Contract Amount</i>	<i>Change in End Date</i>
5	1	<i>Extend contract to allow for the new DHHS-wide contract tentative approval at 12/14/21 BOE based from RFP #40DHHS-S1568. This will allow DHCFP time to establish new contract with selected vendor.</i>	\$0.00	03/31/2022

<b><u>Proposed</u> Amendment Information:</b>				
	<i>Amd #:</i>	<i>Brief Synopsis of What the Requested Amendment will Accomplish</i>	<i>Dollar Change in Contract Amount</i>	<i>Change in End Date</i>
6	2	<i>Extend current PCG contract to 6/30/23 to allow for continuation of the required cost allocation quarterly reporting while obtaining a new Service Agreement with the new DHHS-wide contractor (based from RFP 40DHHS-S1568) anticipated to begin 7/1/22 to allow overlap to transition systems.</i>	\$103,400.00	06/30/2023

7	<p><b>What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338)?</b></p> <p><i>The current contract, approved by GFO as per the current Solicitation Waiver #201202, is for a term from February 9, 2021, to March 31, 2022. DHCFP is requesting a contract extension from March 31, 2022, to June 30, 2023, to continue the required cost allocation quarterly reporting.</i></p> <p><i>This extension will allow time for the new Service Agreement with the new DHHS-wide contractor (based from RFP 40DHHS-S1568) anticipated to become effective July 1, 2022, to allow time for a one-year transition period for implementation of the new contractor's cost allocation system.</i></p>
8	<p><b>What are the potential consequences to the State if the contract extension request is denied?</b></p> <p><i>This extension will allow DHCFP to maintain the current AlloCAP system also used by DHHS divisions and provide consultation for the implementation of a Time and Effort system, consultation for Medicaid billable and reimbursable services, and consultation for Cost Allocation Plans. These services provide DHCFP the ability to receive consultation for inquires on the system and cost allocation plans, receive technical assistance, develop custom reports, and assist with single state anti/or federal audits. Since the original installation of AlloCAP Access-based Software and related training, Health Care Reform increased the number of Medicare/Medicaid programs and advantages to provide low income Nevadans with medical services. With the complexity of entitlement programs and policy changes, there is an ongoing need for this support.</i></p> <p><i>If the contract extension request is denied, DHCFP will face the incredibly difficult hurdle of determining and creating all of its cost centers from scratch and fully assessing the accuracy of the new allocation split during the month DHCFP is reporting. If DHCFP were to have any issues with these, it is likely DHCFP would not be able to report timely and even more likely that incorrectly allocated expenses would cause accounting to process JVs through the next quarter. Another consideration is if the new contractor's service agreement with DHCFP begins April 1, 2022, instead of the anticipated start date of July 1, 2022, there would be lack of sufficient time to transition between the current system and the new system. Without the extension, DHCFP would be facing finishing a reporting cycle without the use of a CMS certified cost allocation which would mean that DHCFP would not be able to allocate expenses for that quarter period which would open DHCFP to a high degree of risk.</i></p> <p><i>Originally this contract was extended, per GFO's permission, to March 31, 2022. Due to circumstances of which DHCFP is facing with risk of untimely reporting and incorrectly allocated expenses, GFO is working with DHHS agencies to allow for a proper transition period between the current contractor's system and the new contractor's system. Due to the new contractor's need for of a one-year transition for implantation to the new cost allocation system, DHCFP is requesting an extension of the current PCG contract to June 30, 2023.</i></p>

<b>Purchasing Use Only:</b>	
Approval #:	435②

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years and attest that all statements are true and correct.

  
 \_\_\_\_\_  
 Signature of Agency Representative Initiating Request

Marko Markovic, ASO II  
 \_\_\_\_\_  
 Print Name of Agency Representative Initiating Request

01/25/2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Agency Head Authorizing Request

Suzanne Bierman, JD, MPH  
 \_\_\_\_\_  
 Print Name of Agency Head Authorizing Request

01/26/2022  
 \_\_\_\_\_  
 Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135(5) and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

Signed:

  
 \_\_\_\_\_  
 Administrator, Purchasing Division or Designee

2/22/22  
 \_\_\_\_\_  
 Date

Steve Sisolak  
Governor



Laura E. Freed  
Director

Matthew Tuma  
Deputy Director

Timothy Galluzi  
Administrator

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Suzanne Bierman, Administrator, DHCFP  
April Caughron, ITM II, DHCFP  
Tiffany Lewis, ASO IV, DHCFP  
Robin Ochsenchlager, ITP IV, DHCFP

**CC:** Tim Galluzi, Administrator, EITS, DOA  
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA  
Jason Benshoof, IT Chief, Agency IT Services, EITS, DOA

**FROM:** David Axtell, State Chief Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo – DHCFP – 185 – *Public Consulting Group, Inc* –  
update c – BA3158

**DATE:** February 17, 2022

We have completed an update review for the Division of Health Care Finance & Policy's (DHCFP) – *Public Consulting Group, Inc* – 185.

The submitted TIN, for an estimated value of \$103,400 (increase of \$1,039) in this biennium (50% Federal and 50% General Fund), provides for a contract extension until June 30, 2023 and a new vendor is selected via RFP 40DHHS-S1568.

This new contract with PCG will be for a shorter time period to accommodate the overlap of current cost allocation services and to allow time for the new DHHS-wide RFP release.

The Vendor provides and maintains the AlloCAP system which is used for the data input and allocation of services and staff time used to produce data for Administrative Claiming and Cost Based rates. This system is used widely across the DHHS Divisions. The agency has updated this TIN to extend the contract term (no fiscal changes).

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid

integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24270**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3158-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Board of Regents, Nevada System of Higher Education

Contractor Name: **University of Nevada, Las Vegas**Address: **School of Public Health Center  
4505 South Maryland Parkway**City/State/Zip: **Las Vegas, NV 89154**

Contact/Phone: Joseph Greenway 702-895-4389

Vendor No.: D35000813B

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>69.00 % Health Cost Containment</b>
<b>X</b> Federal Funds	<b>31.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2022**Contract term: **305 days**4. Type of contract: **Interlocal Agreement**Contract description: **CHIA**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing services to collect and analyze financial, utilization and medical data from hospitals.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$492,045.67**

Other basis for payment: FY22: \$195,445.67; FY23: \$296,600.00; As invoiced per Attachment A and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State mandates (SB264/NRS439.840 and SB340/NRS439A.220) require specific reports to be created and posted to the public health data transparency website.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are doing this work.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

DHCFP since 2017 - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroma2	01/20/2022 16:52:22 PM
Division Approval	dmartin3	01/25/2022 08:46:42 AM
Department Approval	pburrel1	01/26/2022 11:59:18 AM
Contract Manager Approval	dmartin3	01/26/2022 12:54:32 PM
Budget Analyst Approval	laaron	02/07/2022 09:53:05 AM
BOE Agenda Approval	laaron	02/07/2022 09:53:08 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24836**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Elko County
Agency Code:	<b>403</b>	Contractor Name:	<b>Elko County Ambulance Service</b>
Appropriation Unit:	<b>3243-24</b>	Address:	<b>546 Court Street Suite 101</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Elko, NV 89801</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Chris McHan 775-397-2591
		Vendor No.:	T81072742A
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2026**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **CPE GEMT**

5. Purpose of contract:

**This is a new interlocal agreement to provide emergency ambulance services to Medicaid recipients.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,276,275.00**

Other basis for payment: FY23 - \$275,000; FY24 - \$302,500; FY25 - \$332,750; FY26 - \$366,025

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Fire Districts perform Medicaid Emergency Transportation services to Medicaid recipients. As a local governmental entity, the contractor is eligible to receive Certified Public Expenditures reimbursement methodology which allows the contractor to receive payment based on actual costs to provide services instead of the posted fee schedule. This reimbursement allows the state to maximize Medicaid federal funding for Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have the resources or expertise to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

DHCFP since 2018 - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkemmere	01/13/2022 16:04:04 PM
Division Approval	dmartin3	01/14/2022 08:13:40 AM
Department Approval	pburrel1	01/14/2022 09:09:23 AM
Contract Manager Approval	ltuttl1	01/14/2022 09:52:11 AM
Budget Analyst Approval	laaron	01/20/2022 15:15:30 PM
BOE Agenda Approval	laaron	01/20/2022 15:15:32 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24850**

Agency Name: <b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: City of Mesquite
Agency Code: <b>403</b>	Contractor Name: <b>Mesquite Fire and Rescue</b>
Appropriation Unit: <b>3243-24</b>	Address: <b>3 John Deere Drive</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Mesquite, NV 89027</b>
If "No" please explain: Not Applicable	Contact/Phone: Jayson Andrus 702-346-2690
	Vendor No.: T80588100
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2026**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **CPE GEMT**

5. Purpose of contract:

**This is a new interlocal agreement to provide emergency ambulance services to Medicaid recipients.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,740,375.00**

Other basis for payment: FY23 - \$375,000; FY24 - \$412,500; FY25 - \$453,750; FY26 - \$499,125

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Fire Districts perform Medicaid Emergency Transportation services to Medicaid recipients. As a local governmental entity, the contractor is eligible to receive Certified Public Expenditures reimbursement methodology which allows the contractor to receive payment based on actual costs to provide services instead of the posted fee schedule. This reimbursement allows the state to maximize Medicaid federal funding for Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have the resources or expertise to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

DHCFP since 2018 - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkemmere	12/28/2021 15:47:08 PM
Division Approval	ltuttl1	12/28/2021 16:30:34 PM
Department Approval	pburrel1	12/28/2021 17:55:32 PM
Contract Manager Approval	ltuttl1	01/05/2022 15:24:54 PM
Budget Analyst Approval	laaron	01/20/2022 14:55:06 PM
BOE Agenda Approval	laaron	01/20/2022 14:55:09 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24565**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3243-24**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Moapa Valley Fire Protection District

Contractor Name: **Moapa Valley Fire Protection District**Address: **3570 N. Lyman  
PO Box 578**City/State/Zip: **Logandale, NV 89021**

Contact/Phone: Stephen Neel 702-817-3179

Vendor No.: T27044342

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2021-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2020**

Anticipated BOE meeting date 03/2022

Retroactive? **Yes**

If "Yes", please explain

**The contract requires a retroactive start date due to discussions with Moapa Valley Fire Protection District to prepare their systems to a level that will meet the requirements for participation in this program. Since DHCFP can complete the cost report review and settlement process of the interim payments for the service period within 3 years of the delivery date of the cost report, Moapa Valley Fire Protection District has requested a start date of 7/1/2020 in order to maximize reimbursement.**

3. Termination Date: **06/30/2024**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **CPE GEMT**

5. Purpose of contract:

**This is a new interlocal agreement to provide emergency ambulance services to Medicaid recipients.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$424,437.00**

Other basis for payment: FY21 - \$85,000; FY22 - \$97,750; FY23 - \$112,413; FY24 - \$129,274

**II. JUSTIFICATION**

7. What conditions require that this work be done?

DHCFP needs fire districts to provide emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services, and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure individuals get needed care.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or expertise to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Aaron Schoch, MAIII Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkemmere	01/13/2022 16:03:22 PM
Division Approval	dmartin3	01/13/2022 16:09:21 PM
Department Approval	pburrel1	01/13/2022 16:42:35 PM
Contract Manager Approval	dmartin3	01/13/2022 17:01:16 PM
Budget Analyst Approval	laaron	01/20/2022 15:05:57 PM
BOE Agenda Approval	laaron	01/20/2022 15:05:59 PM
BOE Final Approval	Pending	



## MEMORANDUM

**DATE:** June 22, 2021

**TO:** Aaron Frantz, Executive Branch Budget Officer, Governor's Finance Office

**THROUGH:** Richard Whitley, Director, Department of Health and Human Services (DHHS)

**FROM:** Suzanne Bierman, Administrator, Division of Health Care Financing and Policy (DHCFP)

**RE:** Request for Retroactive Start Date of July 1, 2020 for Contract with Moapa Valley Fire Protection District

This memorandum requests that the contract for Moapa Valley Fire Protection District be approved for a retroactive start date of July 1, 2020.

This interlocal agreement is to certify the public expenditure reimbursement methodology for emergency transportation to Medicaid recipients. Moapa Valley Fire Protection District will provide the service and bill the Medicaid fiscal agent for the services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual. This contract will be 100% federally funded for pass-thru to local government.

This contract is retroactive due to discussions with Moapa Valley Fire Protection District to prepare their systems to a level that will meet the requirements for participation in this program. Since DHCFP can complete the cost report review and settlement process of the interim payments for the service period within three years of the delivery date of the cost report, Moapa Valley Fire Protection District has requested a start date of July 1, 2020, in order to maximize its reimbursement. Without the retroactive start date, Moapa Valley Fire Protection District will not be able to participate in this program and receive this federal reimbursement for ground transportation. Because this program is relatively new, there are still public entities in Nevada who provide emergency transportation that request cost report training and program information to inquire about their eligibility in the program. As more public entities join this program, it is in the best interest of both the state and the public entity to allow a one-time retroactive start date per entity, as it maximizes federal dollars for services.

Thank you.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25340**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>MORRISON MANAGEMENT SPECIALISTS, INC.</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>MORRISON MANAGEMENT SPECIALISTS, INC.</b>
Appropriation Unit:	<b>3161-15</b>	Address:	<b>PO BOX 102289</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>ATLANTA, GA 30368-2289</b>
If "No" please explain:	Not Applicable	Contact/Phone:	404/845-3330
		Vendor No.:	PUR0002019A
		NV Business ID:	NV20011302439

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 17954

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **Yes**

If "Yes", please explain

Due to unexpected lengthy negotiations, contract preparation, review and submission the GFO deadline of January 4, 2022 for the February BOE was missed.

3. Termination Date: **02/28/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Food Services**

5. Purpose of contract:

This is a new contract to provide ongoing food service to various locations in Reno and Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,694,777.77**

Other basis for payment: As invoiced by the contractor and approved by the State.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In accordance with NAC 449.147; Facilities must serve at least three meals or their equivalent daily, at regular times, with not more than 14 hours between a substantial evening meal and breakfast.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the equipment or staff with the experience to provide these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Healthcare Services Group  
Morrison Management Specialists, Inc  
Aramark  
Masterpiece Cuisine LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP # 40DHHS-S1609, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/02/2021 Anticipated re-bid date: 08/01/2025

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

DBPH current. Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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:

Kristy Rivera, Dietitian Ph: 7024866315

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	12/28/2021 14:39:36 PM
Division Approval	rmille8	12/28/2021 14:39:38 PM
Department Approval	Isherych	01/07/2022 12:36:55 PM
Contract Manager Approval	rmille8	01/24/2022 10:02:50 AM
Budget Analyst Approval	kanders2	02/08/2022 14:00:54 PM
BOE Agenda Approval	afrantz	02/08/2022 14:19:49 PM
BOE Final Approval	Pending	

Steve Sisolak  
Governor

Richard Whitley, MS  
Director



**DEPARTMENT OF  
HEALTH AND HUMAN SERVICES**  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
*Helping people. It's who we are and what we do.*



Lisa Sherych  
Administrator

Ihsan Azzam,  
Ph.D., M.D.  
Chief Medical Officer

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## MEMORANDUM

DATE: January 11, 2022

TO: Aaron Frantz, Budget Officer  
Governor's Finance Office

THROUGH: Kitty DeSocio, Administrative Services Officer IV  
Division of Public and Behavioral Health

FROM: Kelli Quintero, Administrative Services Officer III  
Division of Public and Behavioral Health

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL – Morrison Management Specialists, Inc CETS #25340 Contract C#17954

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Contractor: Morrison Management Specialists, Inc.
- Services to be provided: On-site food management services to Rawson Neal Hospital, Muri Stein Hospital, Desert Regional Center, Desert Willow Treatment Center, Dini Townsen Hospital Lakes's Crossing Center, and Northern Nevada Psychiatric Residential Treatment Facility
- Funding source and expenditure category: GFUND, BA 3161 – CAT 15
- Requested start date of work: March 1, 2022
- Expected execution date of agreement: March 8, 2022
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely: Due to unexpected lengthy negotiations, contract preparation, review and submission the GFO deadline of January 4, 2022 for the February BOE was missed.
  - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: The agencies will not be able to provide nutritious meals and snacks to clients according to The Joint Commission and CMS standards.
  - Explain how the program/bureau will prevent future retroactive requests: In the future, the request for proposal will be submitted earlier to allow for review and extended negotiations if necessary

If you have any questions, please contact Menyone Thomas at (702) 486-4252 or [mthomas@health.nv.gov](mailto:mthomas@health.nv.gov)

cc: Contract Unit  
Division of Public and Behavioral Health

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25536**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3168-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Solix, Inc.

Contractor Name: **Solix, Inc.**Address: **10 Lanidex Plaza West Suite 300**City/State/Zip: **Parsippany, NJ 07054**

Contact/Phone: Eric Seguin 973-581-7676

Vendor No.: T32011740

NV Business ID: NV20051804228

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17934 RFP 1568

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/08/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **3 years and 299 days**4. Type of contract: **Contract**Contract description: **Cost Allocation**

5. Purpose of contract:

**This is a new service agreement which provides cost allocation services. This service agreement provides cost allocation services including time and effort reporting.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$153,048.00**

Other basis for payment: Upon receipt of invoice and approval of services by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Code of Federal Regulations Part 200, CMS requirements, Title XIX, Title XXI, and any other State or Federal regulations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff does not have the level of expertise required.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Public Consulting Group  
Interactive Voice Applications  
Fuselox LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP 40DHHS-S1568, 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: 07/27/2021 Anticipated re-bid date: 01/12/2025

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor with Public Utilities Commission since July 2020, satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	02/01/2022 16:29:05 PM
Division Approval	rmille8	02/01/2022 16:29:07 PM
Department Approval	lsherych	02/03/2022 10:53:06 AM
Contract Manager Approval	rmille8	02/03/2022 11:33:56 AM
EITS Approval	daxtel1	02/03/2022 11:45:41 AM
Budget Analyst Approval	laaron	02/11/2022 10:59:18 AM
BOE Agenda Approval	laaron	02/11/2022 10:59:20 AM
BOE Final Approval	Pending	



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Enterprise IT Services Division*  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Stacey Johnson, Deputy Director Fiscal Services, DHHS  
Tasha Couste, IT Manager II, DHHS  
Christina Hadwick, Chief Financial Officer, DHHS

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA  
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Michael Smith, Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - DHHS – 314 – Cost Allocation - 3150

**DATE:** November 23, 2021

We have completed the review for DHHS' Cost Allocation - TIN 314.

The submitted TIN is for an estimated value of \$807,616.80 in the current biennium and \$1,081,770.00 next biennium (100% multi-agency resources.) to replace an existing technology solution, software product, and/or equipment solution currently in place and in use by the agency.

The Nevada Department of Health and Human Services (DHHS) five divisions': Aging and Disability Services Division (ADSD); Division of Child and Family Services (DCFS), Division of Health Care Financing and Policy (DHCFP); Division of Public and Behavioral Health (DPBH); and Division of Welfare and Supportive Services (DWSS) is procuring a software solution that is used for ensuring the proper allocation of expenditure data to produce quarterly claims for the Public Assistance Cost Allocation Plan (PACAP).

The solution will replace the current software solutions for the five DHHS divisions' Random Moment Time Study (RMTS) and/or Time and Effort Tracking (T&E) systems. The RMTS and T&E software solutions have a significant impact and are critical to the PACAP and the quarterly claims.

The e-SivicCAP and e-SivicMACS solutions shall: ensure a reduction in manual effort and inefficiencies; increase federal and state compliance; ensure data accuracy through improved controls for data editing and validation, transaction balancing, and financial reporting and accounting; increase system flexibility to accommodate multiple program areas, growth, and future mandates; eliminate redundant data entry by streamlining data entry points; reduce data entry errors through data interfaces or imports of source data from the State's financial system, RMTS, and T&E solutions.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **23902** Amendment Number: **2**

Legal Entity Name: **CSAA INSURANCE SERVICES, INC.**

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Contractor Name: **CSAA INSURANCE SERVICES, INC.**

Agency Code: **406** Address: **3055 Oak Road**

Appropriation Unit: **3219-12** City/State/Zip: **Walnut Creek, CA 94597**

Is budget authority available?: **Yes** Contact/Phone: **Christopher Knievel, Jr. 715-722-6678**

If "No" please explain: **Not Applicable** Vendor No.: **T27043709**

NV Business ID: **NV19691002311**

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 17762**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/19/2021**

Anticipated BOE meeting date **03/2022**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2022**Contract term: **1 year and 161 days**4. Type of contract: **Contract**Contract description: **Call Center Support**

## 5. Purpose of contract:

**This is the second amendment to the original contract which provides support for the public health COVID-19 call center. This amendment increases the maximum amount from \$7,768,560 to \$11,652,840 due to the increased need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$7,768,560.00	\$7,768,560.00	\$7,768,560.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$3,884,280.00	\$3,884,280.00	\$3,884,280.00	Yes - Action
3. New maximum contract amount:	\$11,652,840.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

This contract is in response to the COVID-19 pandemic. CSAA already has the infrastructure of the call center in place and is able to quickly respond to aid with COVID-19 epidemiology, vaccination, and other response efforts, including language translations services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State staff do not have the expertise to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

This is an emergency contract approved by Administrator Doty according to NAC 333.114.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor with DPBH since 2020, satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

**Foreign Nonprofit 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	rmille8	02/09/2022 17:05:08 PM
Division Approval	rmille8	02/09/2022 17:05:11 PM
Department Approval	lsherych	02/11/2022 10:33:59 AM
Contract Manager Approval	rmille8	02/11/2022 10:49:23 AM

Budget Analyst Approval  
BOE Agenda Approval

kanders2  
afrantz

02/14/2022 15:27:42 PM  
02/14/2022 15:53:32 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25266**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>NATIONAL JEWISH HEALTH</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>NATIONAL JEWISH HEALTH</b>
Appropriation Unit:	<b>3220-10</b>	Address:	<b>1400 JACKSON ST, SUITE 104</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>DENVER, CO 80206-2761</b>
If "No" please explain: Pending Work Program C58104		Contact/Phone:	<b>Christine Forkner 303/728-6506</b>
		Vendor No.:	<b>T27032264</b>
		NV Business ID:	<b>NV19881023405</b>

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>66.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>33.30 % Healthy Nevada Funds</b>

Agency Reference #: C 17945 RFP S1620

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Tobacco Quitline**

5. Purpose of contract:

**This is a new contract to provide an online web program, text, email, fax, telephone, mobile applications, e-coaching services, and nicotine replacement therapy to assist Nevadans over 18 years old to quit using tobacco products. This contract is contingent upon IFC approval of work program #C58104.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,174,480.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract is required to meet federal regulations pertaining to the CDC federal grant funding program.

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 proper training or skill set to perform these duties. It would not be cost effective to have state personnel staff and maintain a call center for the Tobacco Cessation Quitline.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #40DHHS-S1620, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 09/15/2021 Anticipated re-bid date: 01/01/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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 DPBH vendor since 2014, satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	01/18/2022 16:22:00 PM
Division Approval	rmille8	01/19/2022 12:43:18 PM
Department Approval	lsherych	01/19/2022 13:03:53 PM
Contract Manager Approval	rmille8	02/14/2022 15:18:59 PM
Budget Analyst Approval	kanders2	02/14/2022 15:26:45 PM
BOE Agenda Approval	afrantz	02/14/2022 15:48:50 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **23150** Amendment Number: **3**

Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **INTERACTIVE VOICE APPLICATIONS**

Agency Code: **409** Contractor Name: **IVA, INC.**

Appropriation Unit: **3229-04** Address: **5310 Harvest Hill Rd Suite 125**

Is budget authority available?: **Yes** City/State/Zip: **DALLAS, TX 75230-3413**

If "No" please explain: Not Applicable Contact/Phone: **John Young 817-609-8116**

Vendor No.: **T81072762A**

NV Business ID: **NV20101688706**

To what State Fiscal Year(s) will the contract be charged? **2021-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Cost Allocation</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2020**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **03/31/2022**

Termination Date:

Contract term: **2 years and 364 days**4. Type of contract: **Contract**Contract description: **RMS Sampling System**

5. Purpose of contract:

**This is the third amendment to the original contract which provides ongoing training and hosting of the Smart Random Moment Sampling system which enables the automated generation, delivery, collection, and analysis of random moment samples used for the cost allocation. This amendment extends the termination date from March 31, 2022 to June 30, 2023 and increases the maximum amount from \$87,500 to \$157,500 due to the continued need for these services and to allow time for implementation of a new random moment sampling system.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$50,000.00	\$50,000.00	\$50,000.00	Yes - Action
a. Amendment 1:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
b. Amendment 2:	\$12,500.00	\$12,500.00	\$37,500.00	Yes - Info
2. Amount of current amendment (#3):	\$70,000.00	\$70,000.00	\$107,500.00	Yes - Action
3. New maximum contract amount:	\$157,500.00			
and/or the termination date of the original contract has changed to:	06/30/2023			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Federal requirements mandate that State agencies collect and analyze random samples when administering, funding and reporting various federal programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division does not have the staff and/or expertise to perform these services. No other State agency provides these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: null**

**Approval Date: 04/22/2020**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is the current vendor. Services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cpitlock	02/02/2022 15:52:55 PM
Division Approval	cpitlock	02/02/2022 15:53:13 PM
Department Approval	cpitlock	02/02/2022 15:53:30 PM
Contract Manager Approval	knielsen	02/09/2022 10:21:38 AM
EITS Approval	msmi40	02/15/2022 13:45:20 PM
Budget Analyst Approval	laaron	02/15/2022 14:17:08 PM
BOE Agenda Approval	laaron	02/15/2022 14:17:13 PM



**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

<b>Purchasing Use Only:</b>	
Approval#:	2202040

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note:</b> Approved copy will be sent to only the contact(s) listed below:		
	State Agency Name:	Division of Child and Family Services	
	Contact Name and Title	Phone Number	Email Address
	Mandi Davis, Deputy Administrator	775-684-7942	mandi.davis@dcfs.nv.gov
	Katrina Nielsen	775-684-4414	knielsen@dcfs.nv.gov

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	Interactive Voice Applications, dba IVA Inc.
	Contact Name:	John Young
	Complete Address:	5815 Burgundy Road, Dallas, TX 75230-3413
	Telephone Number:	214-361-2686
	Email Address:	John@ivacsp.com

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	
	Professional Service Exemption:	X

<b>1d</b>	<b>Contract Information:</b>				
	Is this a new Contract?	Yes		No	X
	Amendment:	#3			
	CETS:	#23150			

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	July 1, 2020	End Date:

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	100% Cost Allocated Over Funding Sources

Purchasing Use Only:

Approval #:

220204 (C)

1g

Total Estimated Value of this Service Contract, Amendment or Purchase:

\$70,000

2

Provide a description of work/services to be performed or commodity/good to be purchased:

*This contract is to maintain the current Smart Random Moment Sampling system which enables the automated generation, delivery, collection, and analysis of random moment samples used for cost allocation. This contract was initiated on July 1, 2020, and the current contract expires on March 31, 2022. DHHS has selected a new vendor to provide this service, starting in 2022. DCFS is requesting a solicitation waiver to extend the contract with IVA to provide overlap with the new vendor to ensure proper functioning and utilization of the new system to prevent a loss in federal reimbursement.*

3

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

*The current proprietary Random Moment Time Sampling system has been in place for more than 10 years, with changes and improvements made over the last three years to capture employee activities that result in the increased identification of administrative activities eligible for federal funds reimbursement. This system is used in conjunction with the Division's federally approved cost allocation plan that determines the federal program activity through random moment sampling rather than through 100% time tracking of staff activities.*

4

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

*The Random Moment Sampling system is a proprietary software system with investments made over the past 3+ years to make improvements in order to increase available federal revenues that can be claimed.*

5

Were alternative services or commodities evaluated? Check One.

Yes:

No:

X

a. If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.

b. If not, why were alternatives not evaluated?

*The vendor owns the proprietary software to maintain the current Random Moment Sampling system. The vendor has also recommended and assisted with the implementation of changes to the state's federally approved cost allocation plan in order to document how federal funds can be claimed.*

Purchasing Use Only:

Approval #:

22020403

Has the agency purchased this service or commodity in the past? Check One. <i>Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</i>					Yes:	X	No:		
a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:									
6	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)				
	01/01/2022	03/31/2022	\$25,000	Continued hosting of RMS System	Solicitation Waiver #210302				
	07/01/2021	12/31/2021	\$25,000	Continued hosting of RMS System	Solicitation Waiver #210302				
	07/01/2020	06/30/2021	\$50,000	Continued hosting of RMS System	Solicitation Waiver #200502				
	12/1/2019	6/30/2020	\$29,167	Continued training and hosting of RMS system	Solicitation Waiver #191101				
	12/1/2016	11/30/2019	\$2,520,000	Revenue contract for the enhancements to RMS. Payments based on a percentage of the amount of additional revenue received.	Solicitation Waiver #160903				
	4/14/2009	4/14/2013	\$39,750	Implementation and training on RMS system	Informal Solicitation				
7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?								
	DCFS Random Moment Time Tracking System access would likely be suspended. Federal revenues would be unclaimed or delayed if the Random Moment Sampling system did not continue due to the need to require staff to conduct 100% time activity tracking.								
8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?								
	<p>The Division worked with the Purchasing Division to conduct a departmentwide RFP for both the Random Moment Sampling (RMS) System and the Cost Allocation system prior to expiration of the current contract. The RFP was issued and then later cancelled by the Purchasing Division because it was not drafted in such a manner to enable all divisions within DHHS to award contracts from the RFP.</p> <p>The RFP is currently being revised but is anticipated to be reissued in March and implemented by January 2022. The Division hereby requests a one-year extension (to June 2022) of the existing contract to allow time for possible delays, implementation and dual system testing.</p>								
9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>					Yes:	X	No:	
	a. If yes, please provide details regarding future obligations or needs.								

#220204C8

	<i>Potential ongoing support and maintenance costs.</i>
--	---

<b>Purchasing Use Only:</b>	
Approval #:	2202040

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.

Heather Bugg  
 Agency Representative Initiating Request

Heather Bugg 2/2/22  
 Print Name of Agency Representative Initiating Request Date

Katrina Nielsen  
 Signature of Agency Head Authorizing Request

Katrina Nielsen 2/2/22  
 Print Name of Agency Head Authorizing Request Date

PLEASE NOTE: *In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.*

\_\_\_\_\_  
 Name of agency or entity who provided information or review:

\_\_\_\_\_  
 Representative Providing Review

\_\_\_\_\_  
 Print Name of Representative Providing Review Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150 or 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 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

Ken A. Doty 2/8/22  
 Administrator, Purchasing Division or Designee Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25153**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**Contractor Name: **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**Address: **42 LONGWATER DRIVE**City/State/Zip: **NORWELL, MA 02061**Contact/Phone: **KENNETH HADJES 781-792-5000**Vendor No.: **T27000924**NV Business ID: **NV20021375471**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 431

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/22/2026**Contract term: **3 years and 359 days**4. Type of contract: **Contract**Contract description: **Clean Harbors**

5. Purpose of contract:

**This is a new contract to provide hazardous waste transportation and disposal services for Nevada Army National Guard facilities throughout the state.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This will provide hazardous waste transportation and disposal services for the Nevada National Guard.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Lack of skill and qualifications.**

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):

**JM Environmental  
Clean Harbors  
US Ecology Nevada, Inc.  
Universal Engineering Science**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #43ADG-S1605, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csnido1	02/01/2022 14:52:58 PM
Division Approval	csnido1	02/01/2022 14:53:00 PM
Department Approval	csnido1	02/01/2022 14:53:02 PM
Contract Manager Approval	csnido1	02/09/2022 11:29:16 AM
Budget Analyst Approval	pokeefe	02/10/2022 07:05:54 AM
BOE Agenda Approval	jrodrig9	02/14/2022 16:12:49 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25528**Agency Name: **DPS-PAROLE & PROBATION**Agency Code: **652**Appropriation Unit: **3740-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **VISIONARY INTEGRATION**Contractor Name: **VISIONARY INTEGRATION**Address: **PROFESSIONALS INC  
80 IRON POINT CIR STE 100  
FOLSOM, CA 95630**

City/State/Zip

Contact/Phone: Stephen Carpenter 916/985-9625

Vendor No.: T81072107

NV Business ID: NV20051544904

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**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 #: AR3116

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2024**Contract term: **2 years and 121 days**4. Type of contract: **Contract**Contract description: **Records Management**

5. Purpose of contract:

**This is a new contract to provide setup and implementation of a new cloud-based Offender Tracking and Records Management System.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,200,000.00**

Other basis for payment: Payment will be made based on the successful completion and acceptance of services and deliverables as outlined in Section 9 of the work plan.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NPP's Offender Tracking Information System (OTIS) is a crucial system that is currently being used to track parolees and probationers within the State. The OTIS application is currently outdated, having security risks and operating on an unsupported software version of USoft - making changes and/or enhancements nearly impossible.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No employees within NPP or other state agencies have the expertise to complete task.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The State of Nevada has a Statewide contract with Carahsoft which allows agencies to utilize the services under contract number 99SWC-NV18-9935.

d. Last bid date: 09/15/2016 Anticipated re-bid date: 09/15/2026

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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	aallen	01/28/2022 14:30:33 PM
Division Approval	twollan1	02/04/2022 09:14:22 AM
Department Approval	mcosenti	02/15/2022 08:22:10 AM
Contract Manager Approval	mcosenti	02/15/2022 08:22:14 AM
EITS Approval	daxtel1	02/15/2022 11:24:29 AM
Budget Analyst Approval	jrodrig9	02/15/2022 11:27:57 AM
BOE Agenda Approval	jrodrig9	02/15/2022 11:28:07 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25394**Agency Name: **DCNR - CONSERVATION & NATURAL RESOURCES**Agency Code: **700**Appropriation Unit: **4150-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ENVIRONMENTAL INCENTIVES, LLC**Contractor Name: **ENVIRONMENTAL INCENTIVES, LLC**Address: **3351 LAKE TAHOE BLVD  
SUITE 2**City/State/Zip: **SOUTH LAKE TAHOE, CA 96150-7920**Contact/Phone: **JEREMY SOKULSKY 530-541-2980**Vendor No.: **PUR0005645**NV Business ID: **NV20101203250**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2022**

Anticipated BOE meeting date 02/2022

Retroactive? **Yes**

If "Yes", please explain

**Due to circumstances beyond the agency's control, the contract was not approved in time for placement on the February BOE agenda. The department and vendor have critical work necessary to commence under this contract during the month of February, so DCNR requests consideration of this contract at the March 8, 2022 BOE meeting with a retroactive start date of February 8, 2022.**

3. Termination Date: **12/31/2025**Contract term: **3 years and 327 days**4. Type of contract: **Contract**Contract description: **Conservation Credit**

5. Purpose of contract:

**This is a new contract to provide ongoing support and maintenance of the Nevada Conservation Credit System to meet federal policies, user improvements and to provide a comprehensive revision that will incorporate new modeling tools to enhance sagebrush ecosystem conservation efforts.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Payment for services will be made at the rate of \$50,000.00 per year

Other basis for payment: Monthly upon receipt of valid invoice with appropriate backup

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In 2013, the State of Nevada, DCNR contracted with Environmental Incentives to develop a modeling for valuing Greater Sage-grouse (GRSG) habitat, quantifying GRSG habitat improvements (credits) and disturbances (debits), and the development of mitigation exchange program to track mitigation with disturbances in order to demonstrate a net conservation gain to the species. The system needed to be scientifically based, have the buy-in of affected stakeholders, and meet federal mitigation requirements for the GRSG. The entire mitigation program is known as the Nevada Conservation Credit System (CCS) and the habitat modeling product used is known as the Habitat Quantification Tool (HQT), both of which were developed among Sagebrush Ecosystem Program (SEP) and Environmental Incentives staff.

Because new science regarding GRSG is always emerging, it was always envisioned that the CCS and HQT would need to be updated to reflect the best available science. It was also envisioned that the CCS would periodically need to be modified to reflect current or changing federal regulations, as well as to make the system more user friendly and streamlined. In addition, the Sagebrush Ecosystem Council (SEC) has recently requested staff to provide a comprehensive revision and update to the State's Strategic Action Plan (originally approved in 2016) that will incorporate new modeling tools used to enhance sagebrush ecosystem conservation efforts more comprehensively.

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 expertise or knowledge to perform this project.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 211205**

**Approval Date: 12/13/2021**

- c. Why was this contractor chosen in preference to other?

This vendor has a complete understanding of the CCS (policies, operational processes, and tools) and the HQT. The CCS and HQT were developed specific to the needs of the SEP and the model for valuing GRSG habitat, quantifying GRSG habitat improvements (credits) and disturbances (debits). This vendor developed this unique set of tools that do not exist elsewhere.

- d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or 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:

12/3/13-12/31/21: The Department of Conservation and Natural Resources has contracted with this vendor since 2013 with the most recent contract expiring 12/31/21. The quality of service provided has been verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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:

Kelly McGowan, Management Analyst IV Ph: 775-687-2001

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	01/05/2022 12:39:25 PM
Division Approval	kwilliam	01/05/2022 12:39:27 PM
Department Approval	kwilliam	01/05/2022 12:39:31 PM
Contract Manager Approval	kwilliam	01/05/2022 12:50:08 PM
Budget Analyst Approval	rjacob3	02/11/2022 14:43:30 PM
BOE Agenda Approval	laaron	02/14/2022 10:23:33 AM
BOE Final Approval	Pending	



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

*Purchasing Division*

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

<b>Purchasing Use Only:</b>	
Approval#:	2112050

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note:</b> Approved copy will be sent to <u>only</u> the contact(s) listed below:		
	<b>ENTER STATE AGENCY NAME:</b>	<i>Department of Conservation and Natural Resources</i>	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Jim Lawrence, Deputy Director, DCNR</i>	<i>684-2726</i>	<i>lawrence@dcnr.nv.gov</i>
	<i>Kelly McGowan, SEP Program Manager</i>	<i>687-2001</i>	<i>kmcgowan@sagebrushhco.nv.gov</i>
	<i>Kelly Williams, ASO IV, DCNR</i>	<i>684-2703</i>	<i>kwilliams@dcnr.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	Vendor Name:	<i>Environmental Incentives, LLC.</i>
	Contact Name:	<i>Jeremy Sokulsky</i>
	Complete Address: City, State, and Zip Code	<i>3351 Lake Tahoe Blvd., South Lake Tahoe, CA 96150</i>
	Telephone Number:	<i>530-541-2980</i>
	Email Address:	<i>jsokulsky@enviroincentives.com</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	
	Professional Service Exemption:	<b>XX</b>

<b>1d</b>	<b>Contract Information:</b>				
	Is this a new Contract? Check One:	Yes:	<b>XX</b>	No:	
	Amendment Number:	#			
	Enter CETS Number:	#			

<b>1e</b>	<b>Term:</b>				
	One (1) Time Purchase? Check One:	Yes:		No:	<b>XX</b>
	Contract:	Start Date:	<i>February 2022</i>	End Date:	<i>12/31/2025</i>

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	<b>XX</b>
	Federal Funds:	

*Redd 12/09/21*  
*auto mail*

Purchasing Use Only:

Approval #:

21120500

Grant Funds:	
Other (Explain):	

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase: \$200,000 (\$50,000 per fiscal year for 4 fiscal years)
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2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p><i>In 2013, the State of Nevada, DCNR contracted with Environmental Incentives to develop a modeling for valuing Greater Sage-grouse (GRSG) habitat, quantifying GRSG habitat improvements (credits) and disturbances (debits), and the development of mitigation exchange program to track mitigation with disturbances In order to demonstrate a net conservation gain to the species. The system needed to be scientifically based, have the "buy-in" of affected stakeholders, and meet federal mitigation requirements for the GRSG. The entire mitigation program is known as the Nevada Conservation Credit System (CCS) and the habitat modeling product used is known as the Habitat Quantification Tool (HQT), both of which were developed among Sagebrush Ecosystem Program (SEP) staff and EI staff.</i></p> <p><i>Because new science regarding GRSG is always emerging, it was always envisioned that the CCS and HQT would need to be updated to reflect the best available science. It was also envisioned that the CCS would periodically need to be modified to reflect current or changing federal regulations, as well as to make the system more user friendly and streamlined. In general, the work/services included in the current contract needs include ongoing support and maintenance of the current system to meet federal policies, user improvements, etc. In addition, the Sagebrush Ecosystem Council (SEC) has recently requested staff to provide a comprehensive revision and update to the State's Strategic Action Plan (approved in 2016) that will incorporate new modeling tools that will be used to enhance sagebrush ecosystem conservation efforts more comprehensively.</i></p>
---	--

3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p><i>This solicitation waiver is for a new contract with Environmental Incentives (EI), the original vendor who led the design and development of the CCS and HQT. This vendor has a complete understanding of the CCS (policies, operational processes, and tools) and the HQT. The CCS and HQT were developed specific to the needs of the SEP and the model for valuing GRSG habitat, quantifying GRSG habitat improvements (credits and disturbances (debits). EI developed this unique set of tools that do not exist elsewhere.</i></p>
---	---

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>No other vendor has the irreplaceable historical knowledge of the CCS, the expertise and experience related to developing habitat exchange mitigation programs, and the broad range of capabilities necessary to support the State with the successful launch of the CCS.</i></p>
---	--

Purchasing Use Only:

Approval #:

2112050

5	Were alternative services or commodities evaluated?		Check One:	
			Yes	No
				XX
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.			
b. <u>If not</u> , why were alternatives not evaluated?				
No other alternatives were evaluated because no other alternatives would provide the capabilities needed and the associated cost-efficiency that EI, the vendor who originally developed the CCS, has provided.				
All EI staff that currently provide assistance to the SEP have several years of experience, extensive knowledge, and good working relations with DCNR/SEP.				

6	Has the agency purchased this service or commodity in the past? Check One:			Yes	No
	NOTE: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST</u> .			XX	
	a. If yes, starting with the most recent contract and working backward, for the <u>entire</u> relationship with this vendor, or any other vendor for this service or commodity, the following information <u>must</u> be provided:				
	Term		Value	Short Description	Type of Procurement ENTER RFP#, RFQ#, Waiver #
	Start Date	End Date			
12/3/13	12/31/17	\$999,029	Conservation Credit System	RFP #3092	
12/12/17	12/31/21	\$360,000	Conservation Credit System	Waiver #171003 & #190706	

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	The state has already invested significantly in the existing CCS/HQT. A competitive bid will delay critical system improvements. Bringing in a new vendor could also create an inordinate amount of additional time for the staff to "train" the new vendor on the CCS, causing cost inefficiencies and increasing the risk to the State because it is critical that the State be responsive with the CCS to ensure we remain on track for not having the GRSG listed as an endangered species

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	SEP members have been highly engaged in GRSG planning and mitigation discussions across the 11-state species range. In addition, program staff have been involved with regional policy discussions, and have attended numerous greater sage-grouse and mitigation conferences and forums over the past few years. The SEP has a thorough understanding of the organizations with the capabilities needed by the State for GRSG. Based on the extensive knowledge the SEP believes that EI is the only vendor with the necessary qualifications and that the cost is fair and reasonable. Additionally, EI has used the

Purchasing Use Only:

Approval #:

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model developed for NV and assisted Montana, Idaho, and Colorado in creating their state specific mitigation models.

Will this purchase obligate the State to this vendor for future purchases? Check One:

Yes

No

Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.

XX

a. If yes, please provide details regarding future obligations or needs.

9

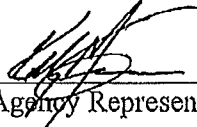
The state is working towards internal support and maintenance of the CCS and HQT in an effort to decrease the amount of funding necessary to support the system. However, given the relative newness of the program and the complexities of the GRSg mitigation, the State may need to enter into a contract with the vendor for specific improvements that the SEP may need as they continue to implement the CCS and run the HQT. For each year the agency has contracted with EI, the contract amount needed for continued assistance has declined (as anticipated), which is also the case for the contract resulting from this new request. However, the Sagebrush Ecosystem Program is required to update the scientific tools used in applying the CCS every five years, or as applicable. The current system's tools have been applied since 2015 with minor modifications. It is anticipated that significant new science based tools will be available within the next two years that may require a more extensive update to the CCS within the contract period. Additional contract funding may be necessary to incorporate those changes into the HQT and CCS in the next few years.

Purchasing Use Only:

Approval #:

211205②

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.

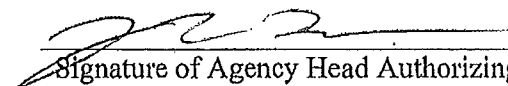
  
Agency Representative Initiating Request

Kelly McGowan

Print Name of Agency Representative Initiating Request

12/7/21

Date

  
Signature of Agency Head Authorizing Request

12/7/21

Jim Lawrence

Print Name of Agency Head Authorizing Request

Date

**FOR PURCHASING USE ONLY – PLEASE NOTE:** *In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.*

\_\_\_\_\_  
Name of agency or entity who provided information or review:

\_\_\_\_\_  
Representative Providing Review


\_\_\_\_\_  
Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150 or 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 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

  
Administrator, Purchasing Division or Designee

12/13/21

Date

BRADLEY CROWELL  
*Director*



JAMES R. LAWRENCE  
DOMINIQUE ETCHEGOYHEN  
*Deputy Directors*

Division of Environmental Protection  
Division of Water Resources  
Division of Forestry  
Division of State Parks  
Division of State Lands  
Division of Natural Heritage

Division of Outdoor Recreation  
State Historic Preservation Office  
Conservation Districts Program  
Sagebrush Ecosystem Program  
Off-Highway Vehicles Program

Office of the Director  
901 S. Stewart Street, Suite 1003/Carson City, Nevada 89701  
Phone: 775.684.2700/Fax: 775.684.2715  
[www.dcnr.nv.gov](http://www.dcnr.nv.gov)

## **Nevada Department of Conservation and Natural Resources**

### MEMORANDUM

Date: February 11, 2022

To: Richard Jacobs, Executive Branch Budget Officer  
Governor's Finance Officer

From: Kelly Williams, Administrative Services Officer IV  
Department of Conservation and Natural Resources

A handwritten signature in black ink that reads "Kelly M. Williams".

Subject: Contract #25394 for Board of Examiners Approval - Retroactive

The Department of Conservation and Natural Resources (DCNR) previously submitted CETS contract #25394, a contract between the Nevada Sagebrush Ecosystem Program and Environmental Incentives, for consideration at the February 8, 2022 Board of Examiners (BOE) meeting. Due to circumstances beyond the agency's control, the contract was not approved in time for placement on the February BOE agenda. The department and vendor have critical work necessary to commence under this contract during the month of February, so DCNR requests consideration of this contract at the March 8, 2022 BOE meeting with a retroactive start date of February 8, 2022.

Thank you.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25565**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4465-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Southern Nevada Water Authority

Contractor Name: **Southern Nevada Water Authority**Address: **1001 South Valley View Blvd  
MS 110**City/State/Zip: **Las Vegas, NV 89153**

Contact/Phone: Zane Marshall 702-862-3713

Vendor No.: T81007035

NV Business ID: GOVERNMENTAL ENTITY

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 22-39

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2022**Contract term: **305 days**4. Type of contract: **Cooperative Agreement**Contract description: **Pipeline Design**

5. Purpose of contract:

**This is a new interlocal agreement to provide development of design schematics, environmental compliance, permitting, and right-of-way acquisitions for pipeline construction to deliver water to the Lake Mead Fish Hatchery.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Lake Mead Hatchery operates using raw water pumped from Lake Mead. The location within the lake where water is currently pumped from has become very shallow due to decreasing lake levels. This shallow level therefore sends water that is too warm for rearing fish at the hatchery, and continued decreases in lake levels risks not being able to pump water to the fish hatchery at all. Therefore, a new water pipeline is needed. Development of a new pipeline requires extensive design, engineering, compliance, permitting, and acquisition of right-of-ways.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**NDOW lacks staff that is capable of completing this specific type of engineering design work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

January 2022, Parks, work was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Brandon Senger, Biologist IV Ph: 775-688-3999

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jneubau2	02/07/2022 14:42:24 PM
Division Approval	jneubau2	02/07/2022 14:42:28 PM
Department Approval	bvale1	02/07/2022 14:43:26 PM
Contract Manager Approval	cprasa1	02/07/2022 15:24:19 PM
Budget Analyst Approval	dspeed1	02/08/2022 16:59:47 PM
BOE Agenda Approval	laaron	02/14/2022 11:30:35 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25253**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3197-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GLOBAL ENVIRONMENTAL CONSULTING, INC.**Contractor Name: **GLOBAL ENVIRONMENTAL CONSULTING, INC.**Address: **3370 N. Hayden Rd.  
Suite 123-302**City/State/Zip: **Scottsdale, AZ 85251**Contact/Phone: **Laurie Potter 480-827-9827**Vendor No.: **T81087161**NV Business ID: **NV20111348031**To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **26.00 % Various****X** Federal Funds **74.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **DEP22-008**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **3 years and 121 days**4. Type of contract: **Contract**Contract description: **SDWIS Interfacing Ap**

5. Purpose of contract:

**This is a new contract to provide ongoing maintenance and support services for a web based data system, data migration assistance, support and training for the Safe Drinking Water Information System and proprietary add-on tools.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$393,000.00**

Other basis for payment: Monthly, as invoice per the Scope of Work

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The NDEP is responsible for implementing the Safe Drinking Water Program (SDWIS) to ensure that public health is protected and is the primacy agency for the federal program. The Division utilizes the USEPA's SDWIS, which includes a federally mandated data system for reporting to the USEPA used to manage all monitoring, compliance, inspection and operator certification information for approximately 600 regulated water systems. The addition of federal Rules implemented by the Division and web based upgrades that EPA has made to SDWIS, necessitate the Division's license upgrades of database add-on tools for effective program management**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a highly specialized application developed by the USEPA which has add-on proprietary tools for use by the Division through this contractor**

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):

Fuselogix LLC  
Geosyntec Consultants  
Broadbent & Associates

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is the only vendor who submitted a proposal.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The State has received services provided by the contractor since 2002. The services provided have met the State's expectations.

14. Is the contractor currently involved in litigation with the State 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:

LINH KIEU, CONTRACT MONITOR Ph: 775-687-9563

ANDREA SEIFERT, CONTRACT SUPERVISOR Ph: 775-687-9526

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jcoope5	02/07/2022 15:40:42 PM
Division Approval	aseifert	02/08/2022 07:24:25 AM
Department Approval	aseifert	02/08/2022 07:25:38 AM
Contract Manager Approval	ssimpso2	02/08/2022 07:42:06 AM
EITS Approval	daxtel1	02/09/2022 23:43:13 PM

Budget Analyst Approval  
BOE Agenda Approval  
BOE Final Approval

rjacob3  
laaron  
Pending

02/10/2022 08:08:19 AM  
02/14/2022 11:29:57 AM



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
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**M E M O R A N D U M**

**TO:** Greg Lovato, Administrator, NDEP  
Kevin Weiss, IT Manager, NDEP  
Linh Kieu, Bureau Supervisor, NDEP  
Kathryn Kochen, Contract Manager, NDEP  
Rebecca Bustos, Budget Analyst, NDEP

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA  
Sean Montierth, IT Chief, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Michael Smith, Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - NDEP – SDWIS Interfacing Applications – BA  
3197 - TIN 271

**DATE:** July 14, 2021

We have completed the review for NDEP's - SDWIS Interfacing Applications TIN 271.

The submitted TIN, for an estimated value of \$65,021 current biennium and \$183,855 next biennium (69% Federal Grant, 31% Federal Fees) to Enhance and or upgrade an existing technology solution, software product, and/or equipment solution currently in place and in use by the agency.

Nevada Division of Environmental protection, Bureau of Safe Drinking Water (BSDW) uses EPA's drinking water database, Safe Drinking Water Information System (SDWIS), to help implement and regulate the Safe Drinking Water Act (SDWA). SDWA is the federal law that ensures the quality of Americans' drinking water.

SDWIS performs the following basic functions:

- Record drinking water data and determine compliance at the primacy agencies.
- Report required data from primacy agencies to EPA.
- Validate, store, and archive the drinking water data at EPA.

Although SDWIS helps the bureau manage the information necessary to supervise public drinking water systems, the application is limited. SDWIS does not address all components of the various drinking water rules. Therefore, requiring the state to use “SDWIS interfacing applications,” which are additional software applications, that aid staff in determining whether water systems are complying with federal and state regulations.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25276**Agency Name: **DETR - ADMINISTRATIVE SERVICES**Agency Code: **908**Appropriation Unit: **3274-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NTT Data, Inc.**Contractor Name: **NTT Data, Inc.**Address: **7950 Legacy Drive Suite 900**City/State/Zip: **Plano, TX 75024**Contact/Phone: **Kevin McCracken 949-939-9191**Vendor No.: **T27042679**NV Business ID: **NV20161181555**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 3595-26-IDP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2026**Contract term: **4 years and 30 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **NTT Data Cloud**

5. Purpose of contract:

**This is a new service agreement under master service agreement #99SWC-S108, which provides cloud services. This Service Agreement is for one-time professional and ongoing managed services in support of migrating the legacy unemployment insurance system core applications, supporting systems from the current on-premise technologies, and hardware in need of modernization to the Oracle cloud.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,254,577.40****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Nevada Department of Employment, Training, and Rehabilitation (DETR) has a UInV core application and supporting systems (Oracle Environment) that are primarily deployed on Oracle technology and on hardware that needs modernization. To address these issues, DETR seeks assistance in migrating its Oracle Environment to the Oracle Cloud and engaging a Third Party to provide ongoing managed support services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State is lacking skillsets and manpower.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NTT Data, Inc., has a current NASPO master agreement with the State.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cedlefse	01/24/2022 16:13:15 PM
Division Approval	cedlefse	01/24/2022 16:13:17 PM
Department Approval	cedlefse	01/24/2022 16:13:22 PM
Contract Manager Approval	llarki1	02/01/2022 15:40:55 PM
EITS Approval	daxtel1	02/02/2022 19:11:50 PM
Budget Analyst Approval	vfajota	02/07/2022 14:21:40 PM
BOE Agenda Approval	dlenzner	02/08/2022 14:57:29 PM
BOE Final Approval	Pending	



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
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**M E M O R A N D U M**

**TO:** Elisa Cafferata, Director, DETR  
Laxmi Bokka, IT Chief, DETR  
Josh Marhevka, CFO, DETR  
Gina Hein, Contract Manager, DETR

**CC:** Tim Galluzi, Administrator, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Michael Smith, Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - DETR – 200 - Cloud Modernization Plan - 3274

**DATE:** December 23, 2021

We have completed the review for DETR's Cloud Modernization Plan - TIN 200.

The submitted TIN is for an estimated value of \$2,561,693.40 in the current biennium and \$1,643,476.50 next biennium (100% Based on Cost Allocation Table) to replace an existing technology solution, software product, and/or equipment solution currently in place and in use by the agency.

DETR relies on Oracle Software for mission critical applications. This includes software for security, applications, databases as well as hardware. DETR currently spend \$1,800,000/year on software/hardware support. This does not include the time and expertise needed to maintain these systems.

DETR would like to move its systems to the cloud with the intent of utilizing Oracle prebuilt systems that are constantly patched and updated. DETR faces increase challenges with Covid-19, constant scrutiny from the press and public, and constant changes to the software make it even more difficult to schedule patching and systems maintenance.

*Because this is a significant cloud migration project, DETR should consult with OIS on a security review despite the answer to Q4-7 of no.*

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17551**Amendment Number: **6**Agency Name: **PUBLIC EMPLOYEES' BENEFITS**Legal Entity Name: **Express Scripts, Inc.**Agency Code: **950**Contractor Name: **Express Scripts, Inc.**Appropriation Unit: **1338 - All Categories**Address: **One Express Way**Is budget authority available?: **Yes**City/State/Zip: **St. Louis, MO 63121**

If "No" please explain: Not Applicable

Contact/Phone: **Roger Holland 949-499-2042**

Vendor No.:

NV Business ID: **NV20151712630**To what State Fiscal Year(s) will the contract be charged? **2016-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Premium and Subsidy Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2016**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2022**Contract term: **6 years and 80 days**4. Type of contract: **Contract**Contract description: **PBM**

5. Purpose of contract:

**This is the sixth amendment to the original contract which provides pharmacy benefit management services. This amendment increases the maximum amount from \$291,134,666 to \$302,920,638 due to the addition of a Subrogation Program Addendum and an increase in membership claims costs.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$226,500,000.00	\$226,500,000.00	\$226,500,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
d. Amendment 4:	\$0.00	\$0.00	\$0.00	No
e. Amendment 5:	\$64,634,666.00	\$64,634,666.00	\$64,634,666.00	Yes - Action
2. Amount of current amendment (#6):	\$11,785,972.00	\$11,785,972.00	\$11,785,972.00	Yes - Action
3. New maximum contract amount:	\$302,920,638.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pharmacy Benefits are a key component to the core benefits offered by PEBP.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state of Nevada does not administer prescription drug benefits.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3220, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 09/01/2015 Anticipated re-bid date: 07/01/2020

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	12/13/2021 13:13:54 PM
Division Approval	ceaton	12/13/2021 13:13:59 PM
Department Approval	ceaton	12/13/2021 13:14:05 PM

Contract Manager Approval	ceaton	12/13/2021 13:14:10 PM
Budget Analyst Approval	hfield	02/15/2022 08:36:20 AM
BOE Agenda Approval	hfield	02/15/2022 08:36:25 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25213**Agency Name: **PUBLIC EMPLOYEES' BENEFITS PROGRAM**Agency Code: **950**Appropriation Unit: **1338 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HSA Bank, a division of Webster Bank, N.A; Webster Servicing, LLC**Contractor Name: **HSA Bank, a division of Webster Bank, N.A; Webster Servicing, LLC**Address: **605 N 8TH STREET, SUITE 320**City/State/Zip: **SHEBOYGAN, WI 53082**Contact/Phone: **206/852-1310**Vendor No.: **T32011817**NV Business ID: **NV20201882823**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Premium and Subsidy Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **HSA/HRA Admin**

5. Purpose of contract:

**This is a new contract to provide ongoing Health Savings Account and Health Reimbursement Account administration services for qualifying participants.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$764,073.00**

Other basis for payment: Per Attachment DD - Fee Schedule

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Public Employees' Benefits Program requires an administrator to management the Health Savings Account (HSA) and Health Reimbursement Account (HRA) offerings.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not licensed to provide this service and PEBP does not have the infrastructure to support such a large project.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor received the highest score from the evaluation committee and was ratified by the PEBP board.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	01/18/2022 11:50:30 AM
Division Approval	ceaton	01/18/2022 11:50:33 AM
Department Approval	ceaton	01/18/2022 11:50:35 AM
Contract Manager Approval	ceaton	02/09/2022 13:50:11 PM
Budget Analyst Approval	hfield	02/14/2022 13:45:59 PM
BOE Agenda Approval	hfield	02/14/2022 13:46:02 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **23921** Amendment Number: **2**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Lewis Roca Rothgerber Christie, LLP**

Agency Code: **BDC** Contractor Name: **Lewis Roca Rothgerber Christie, LLP**

Appropriation Unit: **B007 - All Categories** Address: **3993 Howard Hughes Pkwy #600**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89169**

If "No" please explain: Not Applicable Contact/Phone: **702-474-2622**

Vendor No.:

NV Business ID: **NV19981000045**

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %	<b>X</b>	Fees	<b>100.00 % Licensure</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/26/2021**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **03/15/2022**

Termination Date:

Contract term: **1 year and 47 days**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

**This is the second amendment to the original contract which provide legal services regarding proposed or pending litigation matters. This amendment increases the maximum amount from \$73,925 to \$235,000 due to the increased need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$45,425.00	\$45,425.00	\$45,425.00	Yes - Info
a. Amendment 1:	\$28,500.00	\$28,500.00	\$73,925.00	Yes - Action
2. Amount of current amendment (#2):	\$161,075.00	\$161,075.00	\$161,075.00	Yes - Action
3. New maximum contract amount:	\$235,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Board requires independent outside legal counsel to advise and represent Board Members, Board General Counsel and Board staff regarding proposed and/or or pending litigation before the Board, the District Court or any appeals related thereto. NRS 631.190 authorized the Board to hire legal counsel to assist the Board.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Independent Legal Counsel is required to assist in proposed and/or pending litigation before the Board, District Court, and/or any appeals court. Such independent legal counsel possess specialized knowledge, experience and ability regarding litigation matters.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

LLP

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	02/15/2022 13:50:12 PM
Division Approval	vwind1	02/15/2022 13:50:16 PM
Department Approval	vwind1	02/15/2022 13:50:22 PM
Contract Manager Approval	vwind1	02/15/2022 13:50:27 PM
Budget Analyst Approval	hfield	02/15/2022 14:33:32 PM



# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	2D CHANCE, INC.	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, psychiatry, rehabilitation, behavioral support, counseling, employment support, job development, pre-employment, social worker, and substance abuse counseling.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25344		
2.		VARIOUS STATE AGENCIES	702 CAREGIVERS, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide ongoing personal care services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25345		
3.		VARIOUS STATE AGENCIES	A CARING FRIEND HOME HEALTH CARE	OTHER: VARIOUS AGENCIES	\$2,500,000	
	Contract Description:	This is a new contract to provide ongoing personal care and respite care services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25347		
4.		VARIOUS STATE AGENCIES	ABA INSTITUTE	OTHER: VARIOUS AGENCIES	\$1,500,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25349		
5.		VARIOUS STATE AGENCIES	ABML-IEM, LLC	OTHER: VARIOUS AGENCIES	\$25,000,000	
	Contract Description:	This is a new contract to provide COVID-19 test and vaccination site services for state agencies and other government entities.				
	Term of Contract:		Upon Approval - 12/31/2024	Contract # 25325		
6.		VARIOUS STATE AGENCIES	ABOVE THE REST HOME CARE, INC.	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing personal care services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25350		
7.		VARIOUS STATE AGENCIES	ABSOLUTE HOME CARE, INC.	OTHER: VARIOUS AGENCIES	\$4,500,000	
	Contract Description:	This is a new contract to provide ongoing personal care and respite care services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25351		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.		VARIOUS STATE AGENCIES	ADELANTE BEHAVIORAL HEALTH ABA, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for disabilities support, early intervention, home health care, respite care, applied behavioral analysis, autism treatment assistance program, and behavioral support.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25353		
9.		VARIOUS STATE AGENCIES	ADT, LLC	OTHER: VARIOUS AGENCIES	\$200,000	
	Contract Description:	This is a new contract to provide ongoing personal emergency response system services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25354		
10.		VARIOUS STATE AGENCIES	ADVANCED EMPLOYMENT GROUP FLORIDA, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide services for community work experience programs, customized employment, disabilities support, educational tutoring and support, employment support, job development, and pre-employment.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25358		
11.		VARIOUS STATE AGENCIES	ADVANCED PEDIATRIC THERAPIES, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for assistive technology, audiology, supportive services for the blind and visually impaired, case management, disabilities support, dietician-nutrition, early intervention, occupational therapy, pediatric, physical therapy, speech pathology, therapy, and counseling, applied behavioral analysis, autism treatment assistance program, and behavioral support.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25364		
12.		VARIOUS STATE AGENCIES	ADVANCED PERSONAL CARE SOLUTIONS, INC.	OTHER: VARIOUS AGENCIES	\$2,500,000	
	Contract Description:	This is a new contract to provide ongoing personal care and respite care services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25365		
13.		VARIOUS STATE AGENCIES	ADVOCATES TO END DOMESTIC VIOLENCE	OTHER: VARIOUS AGENCIES	\$2,000,000	
	Contract Description:	This is a new contract to provide ongoing case management and emergency shelter care services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25366		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.		VARIOUS STATE AGENCIES	ALERT NEVADA	OTHER: VARIOUS AGENCIES	\$200,000	
	Contract Description:	This is a new contract to provide ongoing personal emergency response services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25367		
15.		VARIOUS STATE AGENCIES	ALL VALLEY HOME HEALTH CARE	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing personal care services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25369		
16.		VARIOUS STATE AGENCIES	ALPHA PRODUCTION TECHNOLOGIES, INC.	OTHER: VARIOUS AGENCIES	\$5,700,000	
	Contract Description:	This is a new contract to provide ongoing adult daycare, customized employment, employment support, and job development services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25370		
17.		VARIOUS STATE AGENCIES	APPLE GROVE FOSTER CARE	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide services for disabilities support, mental health, community based living arrangements, counseling, foster care, job development, marriage and family therapy, pre-employment, and supportive living arrangement.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25375		
18.		VARIOUS STATE AGENCIES	APPLIED BEHAVIOR TECHNOLOGIES, LLC	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing autism treatment assistance program services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25376		
19.		VARIOUS STATE AGENCIES	ASPEN CARE GROUP, LLC	OTHER: VARIOUS AGENCIES	\$8,000,000	
	Contract Description:	This is a new contract to provide ongoing respite care and supportive living arrangement services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25378		
20.		VARIOUS STATE AGENCIES	AUTISM CARE WEST, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25380		
21.		VARIOUS STATE AGENCIES	AVALON PRIVATE DUTY HOME CARE	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing personal care services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25382		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.		VARIOUS STATE AGENCIES	ALL VALLEY HOME CARE	OTHER: VARIOUS AGENCIES	\$2,500,000	
	Contract Description:	This is a new contract to provide ongoing personal care and respite care services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25362		
23.		VARIOUS STATE AGENCIES	ASCENSION CENTER	OTHER: VARIOUS AGENCIES	\$4,500,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis, autism treatment assistance program and behavioral support services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25377		
24.		VARIOUS STATE AGENCIES	AUTISM SPECTRUM AND DISABILITY SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$6,000,000	
	Contract Description:	This is a new contract to provide ongoing services for applied behavioral analysis, autism treatment assistance program, behavioral support, and early intervention.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25381		
25.		VARIOUS STATE AGENCIES	BAI SERVICES	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing supportive living arrangement services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25389		
26.		VARIOUS STATE AGENCIES	BEUG BEHAVIORAL INTERVENTION & CONSULTING SERVICES	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for applied behavioral analysis, behavioral support, disabilities support, early intervention, foster care, and supportive living arrangement.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25391		
27.		VARIOUS STATE AGENCIES	BLOOM CONSULTING SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for community work experience programs, customized employment, disabilities support, employment support, job development, and pre-employment.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25388		
28.		VARIOUS STATE AGENCIES	BOYS TOWN NEVADA, INC.	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for autism treatment assistance program, behavioral support, case management, counseling, early intervention, educational tutoring and support, mental health, and psychology services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25390		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.		VARIOUS STATE AGENCIES	BRIDGE COUNSELING ASSOCIATES, INC.	OTHER: VARIOUS AGENCIES	\$6,500,000	
	Contract Description:	This is a new contract to provide ongoing services for mental health, psychiatry, case management, counseling, emergency shelter care, marriage and family therapy, psychology, residential provider, social worker, and substance abuse counseling.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25386		
30.		VARIOUS STATE AGENCIES	BRITTANY EDWARDS, LLC	OTHER: VARIOUS AGENCIES	\$6,000,000	
	Contract Description:	This is a new contract to provide ongoing services for mental health, behavioral support, case management, counseling, early intervention, and marriage and family therapy.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25395		
31.		VARIOUS STATE AGENCIES	BUDGET WATCHERS, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, community work experience programs, customized employment, disabilities support, employment support, job development, pre-employment, and supportive living arrangement.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25396		
32.		VARIOUS STATE AGENCIES	BEST VERSION OF YOURSELF PSYCHOLOGY, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25385		
33.		VARIOUS STATE AGENCIES	BEYOND COUNSELING & CONSULTING, LLC	OTHER: VARIOUS AGENCIES	\$8,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, mental health, behavioral support, counseling, rehabilitation, and social worker.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25387		
34.		VARIOUS STATE AGENCIES	BRIGHT MINDS ABA, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25392		
35.		VARIOUS STATE AGENCIES	CAMPBELL CENTER FOR AUTISM, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25397		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
36.		VARIOUS STATE AGENCIES	CARE SERVICES OF NEVADA, INC.	OTHER: VARIOUS AGENCIES	\$1,500,000	
	Contract Description:	This is a new contract to provide ongoing case management, job development, and supportive living arrangement services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25400		
37.		VARIOUS STATE AGENCIES	CATHOLIC CHARITIES OF NORTHERN NEVADA	OTHER: VARIOUS AGENCIES	\$1,800,000	
	Contract Description:	This is a new contract to provide ongoing medical and case management services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25401		
38.		VARIOUS STATE AGENCIES	CHRYSLIS NEVADA, LLC	OTHER: VARIOUS AGENCIES	\$40,000,000	
	Contract Description:	This is a new contract to provide ongoing services for disabilities support, dietician-nutrition, applied behavioral analysis, behavioral support, employment support, job development, pre-employment support, residential provider, and supportive living arrangement.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25406		
39.		VARIOUS STATE AGENCIES	CLAUDETTE ANDREWS	OTHER: VARIOUS AGENCIES	\$3,700,000	
	Contract Description:	This is a new contract to provide ongoing services for adult daycare, community based living arrangements, personal care, respite care, and supportive living arrangement.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25407		
40.		VARIOUS STATE AGENCIES	COMMUNITY CHEST, INC.	OTHER: VARIOUS AGENCIES	\$1,100,000	
	Contract Description:	This is a new contract to provide ongoing mental health, marriage and family therapy, social worker, and substance abuse counseling services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25410		
41.		VARIOUS STATE AGENCIES	CREATIVE POSSIBILITIES OF NORTHERN NEVADA	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for assisted living, behavioral support, case management, community based living arrangements, disabilities support, early intervention, group home, home health care, mental health, personal care, residential provider, respite care, senior care, and supportive living arrangement.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25430		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42.		VARIOUS STATE AGENCIES	CRIMSON COUNSELING, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, disabilities support, early intervention, medical, mental health, rehabilitation, adult daycare, applied behavioral analysis, assisted living, autism treatment assistance program, behavioral support, community based living arrangements, community work experience programs, counseling, customized employment, educational tutoring and support, marriage and family therapy, psychology, rehabilitation, residential provider, respite care, safe-housing provider, social worker, and supportive living arrangement.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25431		
43.		VARIOUS STATE AGENCIES	CROSSROADS BEHAVIOR CONSULTATION, LLC	OTHER: VARIOUS AGENCIES	\$4,700,000	
	Contract Description:	This is a new contract to provide ongoing services for early intervention, speech pathology, therapy and counseling, applied behavioral analysis, and autism treatment assistance program.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25432		
44.		VARIOUS STATE AGENCIES	CARDNO, INC.	OTHER: VARIOUS AGENCIES	\$3,500,000	
	Contract Description:	This is a new contract to provide fire fuel and vegetation reduction and forest management services.				
	Term of Contract:	Upon Approval - 06/07/2025		Contract # 25434		
45.		VARIOUS STATE AGENCIES	CATE LAND INDUSTRIES, INC.	OTHER: VARIOUS AGENCIES	\$13,026,000	
	Contract Description:	This is a new contract to provide fire fuel, vegetation reduction and forest management services.				
	Term of Contract:	Upon Approval - 06/07/2025		Contract # 25484		
46.		VARIOUS STATE AGENCIES	CORBETT PSYCHOLOGICAL SERVICES	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing mental health and psychology services.				
	Term of Contract:	Upon Approval - 02/28/2026		Contract # 25428		
47.		VARIOUS STATE AGENCIES	CURT LEE REED	OTHER: VARIOUS AGENCIES	\$6,000,000	
	Contract Description:	This is a new contract to provide ongoing supportive living arrangement services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25437		
48.		VARIOUS STATE AGENCIES	DANIEL SUSSMAN, MD, ESQ, LLC	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing medical and mental health services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25443		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
49.		VARIOUS STATE AGENCIES	DANIEL T. MALATESTA, ED.D, LLC	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing psychology services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25445		
50.		VARIOUS STATE AGENCIES	DANVILLE SERVICES OF NEVADA, LLC	OTHER: VARIOUS AGENCIES	\$30,000,000	
	Contract Description:	This is a new contract to provide ongoing disabilities support and supportive living arrangement services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25446		
51.		VARIOUS STATE AGENCIES	DARIAN, INC.	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for personal care, community based living arrangements, host home and homeless youth, and supportive living arrangement.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25448		
52.		VARIOUS STATE AGENCIES	DENNIS CHANG MD, PLLC	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing psychiatry services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25449		
53.		VARIOUS STATE AGENCIES	DESERT PSYCHOLOGICAL	OTHER: VARIOUS AGENCIES	\$7,600,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, mental health, occupational therapy, psychiatry, counseling, early intervention, marriage and family therapy, psychology, social worker, and substance abuse counseling.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25450		
54.		VARIOUS STATE AGENCIES	DIANA J. KLYMMAN	OTHER: VARIOUS AGENCIES	\$6,000,000	
	Contract Description:	This is a new contract to provide ongoing supportive living arrangement services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25452		
55.		VARIOUS STATE AGENCIES	DISABILITY RESOURCES, INC.	OTHER: VARIOUS AGENCIES	\$9,300,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, group home, job development, and supportive living arrangement.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25455		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
56.		VARIOUS STATE AGENCIES	DUNGARVIN NEVADA, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing supportive living arrangement services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25453		
57.		VARIOUS STATE AGENCIES	DAPTEM INCORPORATED	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for assisted living, behavioral support, case management, disabilities support, residential provider, and supportive living arrangement.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25447		
58.		VARIOUS STATE AGENCIES	DOSHEEN COOK, PH.D.	OTHER: VARIOUS AGENCIES	\$1,800,000	
	Contract Description:	This is a new contract to provide ongoing early intervention and psychology services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25454		
59.		VARIOUS STATE AGENCIES	EASTER SEALS NEVADA	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for adult daycare, assistive technology, behavioral support, supportive services for the blind and visually impaired, case management, community work experience programs, customized employment, disabilities support, early intervention, educational tutoring and support, employment support, job development, occupational therapy, physical therapy, pre-employment, and rehabilitation.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25399		
60.		VARIOUS STATE AGENCIES	ELITE VOCATIONAL SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for assistive technology, supportive services for the blind and visually impaired, disabilities support, behavioral support, community work experience programs, customized employment, educational tutoring and support, employment support, job development, pre-employment, and rehabilitation.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25458		
61.		VARIOUS STATE AGENCIES	EMPLOYMENT SUPPORT SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for community work experience programs, counseling, customized employment, disabilities support, educational tutoring and support, employment support, job development, and pre-employment.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25459		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
62.		VARIOUS STATE AGENCIES	EMPOWER US, LLC	OTHER: VARIOUS AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to provide ongoing services for autism treatment assistance program, community work experience programs, customized employment, disabilities support, educational tutoring and support, employment support, job development, and pre-employment.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25465		
63.		VARIOUS STATE AGENCIES	EMPOWERING 2 EXCEL, LLC	OTHER: VARIOUS AGENCIES	\$7,400,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, early intervention, mental health, speech pathology, therapy, and counseling, adult daycare, behavioral support, counseling, marriage and family therapy, psychology, and substance abuse counseling.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25467		
64.		VARIOUS STATE AGENCIES	EVERGREEN COUNSELING, INC.	OTHER: VARIOUS AGENCIES	\$800,000	
	Contract Description:	This is a new contract to provide ongoing mental health, social worker, and substance abuse counseling services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25471		
65.		VARIOUS STATE AGENCIES	ENCORE	OTHER: VARIOUS AGENCIES	\$9,500,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, community work experience programs, customized employment, educational tutoring and support, employment support, and job development.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25468		
66.		VARIOUS STATE AGENCIES	EVALONE PRO, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for audiology, disabilities support, general medicine, mental health, speech pathology therapy and counseling, and psychology.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25469		
67.		VARIOUS STATE AGENCIES	FAMILY SUPPORT COUNCIL OF DOUGLAS COUNTY	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing case management, employment support, and supportive living arrangement services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25473		
68.		VARIOUS STATE AGENCIES	FILLABLE, LLC	OTHER: VARIOUS AGENCIES	\$7,000,000	
	Contract Description:	This is a new contract to provide ongoing educational tutoring and support, employment support, and pre-employment services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25472		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
69.		VARIOUS STATE AGENCIES	GARNER ENVIRONMENTAL SERVICES, INC.	OTHER: VARIOUS AGENCIES	\$30,000,000	
	Contract Description:	This is a new contract to provide mobile outpatient services for monoclonal antibody treatment.				
	Term of Contract:		Upon Approval - 10/31/2025	Contract # 25338		
70.		VARIOUS STATE AGENCIES	HIGH DESERT GRAZERS	OTHER: VARIOUS AGENCIES	\$1,157,000	
	Contract Description:	This is a new contract to provide fire fuel and vegetation reduction and forest management services.				
	Term of Contract:		Upon Approval - 06/07/2025	Contract # 25482		
71.		VARIOUS STATE AGENCIES	LAS VEGAS INFUSION PHARMACY	OTHER: VARIOUS AGENCIES	\$30,000,000	
	Contract Description:	This is a new contract to provide mobile outpatient services for monoclonal antibody treatment.				
	Term of Contract:		02/07/2022 - 10/31/2025	Contract # 25538		
72.		VARIOUS STATE AGENCIES	LITTLE LEMONS THERAPY, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25442		
73.		VARIOUS STATE AGENCIES	OPTUMSERVE HEALTH SERVICES, INC.	OTHER: VARIOUS AGENCIES	\$25,000,000	
	Contract Description:	This is a new contract to provide COVID-19 test and vaccination site services for state agencies and other government entities.				
	Term of Contract:		Upon Approval - 12/31/2024	Contract # 25329		
74.		VARIOUS STATE AGENCIES	OPTUMSERVE HEALTH SERVICES, INC.	OTHER: VARIOUS AGENCIES	\$30,000,000	
	Contract Description:	This is a new contract to provide mobile outpatient services for monoclonal antibody treatment.				
	Term of Contract:		Upon Approval - 10/31/2025	Contract # 25339		
75.		VARIOUS STATE AGENCIES	SAFE HOUSE, INC.	OTHER: VARIOUS AGENCIES	\$3,500,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, counseling, emergency shelter care, marriage and family therapy, and social worker.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25439		
76.		VARIOUS STATE AGENCIES	SIERRA PEAKS ENTERPRISES, LLC	OTHER: VARIOUS AGENCIES	\$1,850,500	
	Contract Description:	This is the first amendment to the original contract which provides fire fuels reduction. This amendment increases the maximum amount from \$18,315,500 to \$20,166,000 due to revising the scope of work to include forestry equipment and shrub and tree planting.				
	Term of Contract:		06/08/2021 - 06/07/2025	Contract # 24208		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
77.		VARIOUS STATE AGENCIES	SUMMIT MENTAL HEALTH	OTHER: VARIOUS AGENCIES	\$8,200,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, mental health, psychiatry, behavioral support, counseling, and rehabilitation.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25444		
78.		VARIOUS STATE AGENCIES	UUL COVENANT OF LOVE	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide services for assisted living, behavioral support, community based living arrangements, community work experience programs, counseling, early intervention, emergency shelter care, employment support, group home, marriage and family therapy, mental health, residential provider, safe-housing provider, social worker, substance abuse counseling, and supportive living arrangement.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25429		
79.		VARIOUS STATE AGENCIES	VISIT HEALTHCARE	OTHER: VARIOUS AGENCIES	\$25,000,000	
	Contract Description:	This is a new contract to provide COVID-19 test and vaccination site services for state agencies and other government entities.				
		Term of Contract:	Upon Approval - 12/31/2024	Contract # 25333		

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25344**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **2D CHANCE, INC.**Contractor Name: **2D CHANCE, INC.**Address: **6600 W. Charleston Blvd.  
Suite 120**City/State/Zip: **Las Vegas , NV 89146**Contact/Phone: **ROOSEVELT DAYMON 702-588-3425**Vendor No.: **T27044612**NV Business ID: **NV20071459752**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % VARIOUS AGENCIES**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, psychiatry, rehabilitation, behavioral support, counseling, employment support, job development, pre-employment, social worker, and substance abuse counseling.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:12:07 AM
Division Approval	gdavi6	01/05/2022 08:12:10 AM
Department Approval	ldeloach	01/05/2022 11:31:44 AM
Contract Manager Approval	rvradenb	01/05/2022 12:51:48 PM
Budget Analyst Approval	laaron	01/31/2022 16:13:07 PM
BOE Agenda Approval	laaron	01/31/2022 16:13:09 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25345**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	702 CAREGIVERS, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>702 CAREGIVERS, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2780 S JONES BLVD SUITE 105B</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89146-5625</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Dimitriy Shukan 702-333-1488
		Vendor No.:	T27039281
		NV Business ID:	NV20121213661

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % VARIOUS AGENCIES</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Servic**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:12:40 AM
Division Approval	gdavi6	01/05/2022 08:12:43 AM
Department Approval	ldeloach	01/05/2022 11:34:48 AM
Contract Manager Approval	rvradenb	01/05/2022 12:52:22 PM
Budget Analyst Approval	laaron	01/31/2022 16:01:37 PM
BOE Agenda Approval	laaron	01/31/2022 16:01:40 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25347**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HOPE INDUSTRIES, LLC**Contractor Name: **A CARING FRIEND HOME HEALTH CARE**Address: **1711 E DESERT INN RD**City/State/Zip: **LAS VEGAS, NV 89169-3201**Contact/Phone: **Jessica Valentine 702-839-1088**Vendor No.: **T27031723**NV Business ID: **NV20101023447**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care and respite care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:13:01 AM
Division Approval	gdavi6	01/05/2022 08:13:03 AM
Department Approval	ldeloach	01/05/2022 11:37:01 AM
Contract Manager Approval	rvradenb	01/05/2022 12:52:46 PM
Budget Analyst Approval	dspeed1	01/31/2022 15:53:24 PM
BOE Agenda Approval	laaron	02/01/2022 14:50:29 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25349**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **APPLIED BEHAVIOR ANALYSIS INSTITUTE, INC.**Contractor Name: **ABA INSTITUTE**Address: **408 S JONES BLVD**City/State/Zip: **LAS VEGAS, NV 89107-2658**Contact/Phone: **Marc Tedoff 702-496-1367**Vendor No.: **T27029755**NV Business ID: **NV20111156188**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:36:28 AM
Division Approval	gdavi6	01/05/2022 08:36:30 AM
Department Approval	ldeloach	01/05/2022 11:44:36 AM
Contract Manager Approval	rvradenb	01/05/2022 12:53:22 PM
Budget Analyst Approval	dspeed1	01/28/2022 16:26:45 PM
BOE Agenda Approval	laaron	01/31/2022 09:46:26 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25325**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ABML-IEM, LLC**Contractor Name: **ABML-IEM, LLC**Address: **565 E HILLSBORO BLVD**City/State/Zip: **Deerfield Beach, FL 33441**Contact/Phone: **Geraldo Castillo 954-725-6992**Vendor No.: **T29044641**NV Business ID: **NV20212224158**To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **99SWC-S1777 GD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **2 years and 306 days**4. Type of contract: **MSA**Contract description: **COVID-19 Testing**

5. Purpose of contract:

**This is a new contract to provide COVID-19 test and vaccination site services for state agencies and other government entities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State agencies and local governments are currently providing COVID-19 testing using a combination of National Guard staff, employees, temporary staff, and volunteers. These contracts will give entities additional options to provide test collection services if additional sites are needed or if current sites need to be transition to a contracted model.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Some using agencies do not have staffing resources or proper training to operate test collection sites, others are operating sites but need additional resources in preparation for a surge in COVID-19 cases.

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):

Premier Medical, Inc.  
Visit Healthcare  
OptumServ Health Services  
Ambulnz Holdings  
SJM Premier Medical Group LLC

RedTag-19 LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Statewide solicitation is a request for qualifications, and all qualified vendors are awarded contracts. Using entities can solicit proposals from multiple contracted vendors.

d. Last bid date: 10/06/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/07/2022 10:00:45 AM
Division Approval	gdavi6	01/07/2022 10:00:48 AM
Department Approval	ldeloach	01/07/2022 12:41:21 PM
Contract Manager Approval	gdavi6	01/07/2022 17:34:35 PM
Budget Analyst Approval	dspeed1	01/28/2022 15:53:36 PM
BOE Agenda Approval	laaron	01/31/2022 10:53:17 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25350**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: ABOVE THE REST HOME CARE, INC.

Contractor Name: **ABOVE THE REST HOME CARE, INC.**Address: **2001 S JONES BLVD  
SUITE E3**City/State/Zip: **LAS VEGAS, NV 89146-3165**

Contact/Phone: Edgar Jimenez 702-425-3377

Vendor No.: T29040916

NV Business ID: NV20141343762

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:36:49 AM
Division Approval	gdavi6	01/05/2022 08:36:51 AM
Department Approval	ldeloach	01/05/2022 11:47:54 AM
Contract Manager Approval	rvradenb	01/05/2022 12:53:55 PM
Budget Analyst Approval	dspeed1	02/02/2022 12:39:22 PM
BOE Agenda Approval	laaron	02/03/2022 13:23:17 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25351**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ABSOLUTE HOME CARE, INC.**Contractor Name: **ABSOLUTE HOME CARE, INC.**Address: **2860 FLAMINGO RD  
SUITE K**City/State/Zip: **LAS VEGAS, NV 89121**Contact/Phone: **EDGAR JIMENEZ 702-273-6658**Vendor No.: **T27007293**NV Business ID: **NV20031450181**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care and respite care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:37:09 AM
Division Approval	gdavi6	01/05/2022 08:37:11 AM
Department Approval	ldeloach	01/05/2022 11:50:30 AM
Contract Manager Approval	rvradenb	01/05/2022 12:54:22 PM
Budget Analyst Approval	laaron	01/31/2022 16:25:43 PM
BOE Agenda Approval	laaron	01/31/2022 16:25:46 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25353**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADELANTE BEHAVIORAL HEALTH ABA, LLC**Contractor Name: **ADELANTE BEHAVIORAL HEALTH ABA, LLC**Address: **3753 HOWARD HUGHES PARKWAY SUITE 200-826**City/State/Zip: **LAS VEGAS , NV 89169**Contact/Phone: **Carlos Perez Flores 559-759-5060**Vendor No.: **T32011886**NV Business ID: **NV20212176293**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for disabilities support, early intervention, home health care, respite care, applied behavioral analysis, autism treatment assistance program, and behavioral support.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:37:49 AM
Division Approval	gdavi6	01/05/2022 08:37:51 AM
Department Approval	ldeloach	01/05/2022 11:54:07 AM
Contract Manager Approval	rvradenb	01/05/2022 12:56:59 PM
Budget Analyst Approval	dspeed1	01/28/2022 16:54:16 PM
BOE Agenda Approval	laaron	01/31/2022 10:41:43 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25354**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	ADT, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>ADT, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>32100 US Highway 19 N</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Palm Harbor, FL 34684</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Donna Morreale 877-456-1787
		Vendor No.:	T27043511
		NV Business ID:	NV20121199484
To what State Fiscal Year(s) will the contract be charged?	<b>2022-2026</b>		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>
Agency Reference #:	S1737-RV		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal emergency response system services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of 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

Multiple Agencies, Agencies are satisfied.

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:38:11 AM
Division Approval	gdavi6	01/05/2022 08:38:13 AM
Department Approval	ldeloach	01/05/2022 11:56:14 AM
Contract Manager Approval	rvradenb	01/06/2022 08:49:27 AM
Budget Analyst Approval	laaron	02/03/2022 11:53:38 AM
BOE Agenda Approval	laaron	02/03/2022 11:53:40 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25358**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED EMPLOYMENT GROUP FLORIDA, LLC**Contractor Name: **ADVANCED EMPLOYMENT GROUP FLORIDA, LLC**Address: **3501 Frow Ave**City/State/Zip **Miami, FL 33133**Contact/Phone: **Mark Mangrum 305-874-0627**Vendor No.: **T29044576**NV Business ID: **NV20212209597**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide services for community work experience programs, customized employment, disabilities support, educational tutoring and support, employment support, job development, and pre-employment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:38:53 AM
Division Approval	gdavi6	01/05/2022 08:38:55 AM
Department Approval	ldeloach	01/05/2022 12:04:33 PM
Contract Manager Approval	rvradenb	01/05/2022 13:49:53 PM
Budget Analyst Approval	laaron	02/03/2022 12:36:52 PM
BOE Agenda Approval	laaron	02/03/2022 12:36:54 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25364**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>ADVANCED PEDIATRIC THERAPIES, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>ADVANCED PEDIATRIC THERAPIES, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1625 E PRATER WAY SUITE 107</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89434-8969</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Julie Ortiz 775-825-4744
		Vendor No.:	T27005066
		NV Business ID:	NV20031094858

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for assistive technology, audiology, supportive services for the blind and visually impaired, case management, disabilities support, dietician-nutrition, early intervention, occupational therapy, pediatric, physical therapy, speech pathology, therapy, and counseling, applied behavioral analysis, autism treatment assistance program, and behavioral support.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:40:26 AM
Division Approval	gdavi6	01/05/2022 08:40:28 AM
Department Approval	ldeloach	01/05/2022 12:20:30 PM
Contract Manager Approval	rvradenb	01/05/2022 13:52:34 PM
Budget Analyst Approval	laaron	02/03/2022 12:22:33 PM
BOE Agenda Approval	laaron	02/03/2022 12:22:35 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25365**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED PERSONAL CARE SOLUTIONS, INC.**Contractor Name: **ADVANCED PERSONAL CARE SOLUTIONS, INC.**Address: **8290 W SAHARA AVE  
SUITE 260**City/State/Zip: **LAS VEGAS, NV 89117-8933**Contact/Phone: **Robert Crockett 702-446-5093**Vendor No.: **T29023706**NV Business ID: **NV20061813736**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care and respite care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:40:49 AM
Division Approval	gdavi6	01/05/2022 08:40:52 AM
Department Approval	ldeloach	01/05/2022 12:22:05 PM
Contract Manager Approval	rvradenb	01/05/2022 13:52:58 PM
Budget Analyst Approval	laaron	01/31/2022 14:42:29 PM
BOE Agenda Approval	laaron	01/31/2022 14:42:32 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25366**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVOCATES TO END DOMESTIC VIOLENCE**Contractor Name: **ADVOCATES TO END DOMESTIC VIOLENCE**Address: **3640 Gordon St.**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **Lisa Lee 775-883-7654**Vendor No.: **T80685370**NV Business ID: **NV19801002027**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing case management and emergency shelter care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:41:04 AM
Division Approval	gdavi6	01/05/2022 08:41:06 AM
Department Approval	ldeloach	01/05/2022 12:23:28 PM
Contract Manager Approval	rvradenb	01/05/2022 13:53:26 PM
Budget Analyst Approval	laaron	01/31/2022 14:51:42 PM
BOE Agenda Approval	laaron	01/31/2022 14:51:44 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25367**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ALERT RESPONSE, INC.**Contractor Name: **ALERT NEVADA**Address: **8565 S EASTERN AVE  
SUITE 188**City/State/Zip: **LAS VEGAS, NV 89123-2907**Contact/Phone: **Tony Festa 702-914-2600**Vendor No.: **T27032903**NV Business ID: **NV20131171371**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal emergency response services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

DBA

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:41:30 AM
Division Approval	gdavi6	01/05/2022 08:41:31 AM
Department Approval	ldeloach	01/05/2022 12:26:31 PM
Contract Manager Approval	rvradenb	01/05/2022 13:53:55 PM
Budget Analyst Approval	dspeed1	01/10/2022 17:06:47 PM
BOE Agenda Approval	laaron	01/30/2022 17:31:56 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25369**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DIDC, INC.**Contractor Name: **ALL VALLEY HOME HEALTH CARE**Address: **535 S. DECATUR BLVD**City/State/Zip: **LAS VEGAS, NV 89107-3910**Contact/Phone: **Edgar Jimenez 702-273-6658**Vendor No.: **T29002187**NV Business ID: **NV20021448940**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care services**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:41:46 AM
Division Approval	gdavi6	01/05/2022 08:41:48 AM
Department Approval	ldeloach	01/05/2022 12:31:03 PM
Contract Manager Approval	rvradenb	01/05/2022 13:54:33 PM
Budget Analyst Approval	dspeed1	01/31/2022 15:00:30 PM
BOE Agenda Approval	laaron	02/02/2022 11:07:32 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25370**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ALPHA PRODUCTION TECHNOLOGIES, INC.**Contractor Name: **ALPHA PRODUCTION TECHNOLOGIES, INC.**Address: **50 FREEPORT BLVD SUITE 3**City/State/Zip: **SPARKS, NV 89431-6254**Contact/Phone: **Mike McMahon 775/359-4498**Vendor No.: **T10998700**NV Business ID: **NV19761005184**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing adult daycare, customized employment, employment support, and job development services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,700,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:42:05 AM
Division Approval	gdavi6	01/05/2022 08:42:07 AM
Department Approval	ldeloach	01/05/2022 12:32:42 PM
Contract Manager Approval	rvradenb	01/05/2022 13:55:04 PM
Budget Analyst Approval	laaron	01/31/2022 14:18:43 PM
BOE Agenda Approval	laaron	01/31/2022 14:18:46 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25375**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **APPLE GROVE TREATMENT CENTER, LLC**Contractor Name: **APPLE GROVE FOSTER CARE**Address: **3155 E PATRICK LN  
SUITE 1**City/State/Zip: **LAS VEGAS, NV 89120-3496**Contact/Phone: **Leslie LaCombe 702-992-0576**Vendor No.: **T27041642**NV Business ID: **NV20061061585**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X Other funding 100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide services for disabilities support, mental health, community based living arrangements, counseling, foster care, job development, marriage and family therapy, pre-employment, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:43:23 AM
Division Approval	gdavi6	01/05/2022 08:43:25 AM
Department Approval	ldeloach	01/05/2022 12:46:47 PM
Contract Manager Approval	rvradenb	01/05/2022 14:04:58 PM
Budget Analyst Approval	dspeed1	01/31/2022 15:21:03 PM
BOE Agenda Approval	laaron	02/02/2022 10:43:39 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25376**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **APPLIED BEHAVIOR TECHNOLOGIES, LLC**Contractor Name: **APPLIED BEHAVIOR TECHNOLOGIES, LLC**Address: **5945 S. Los Altos Pkwy Suite 101**City/State/Zip: **SPARKS, NV 89436**Contact/Phone: **Tina Walsh 775-354-1380**Vendor No.: **T27033912A**NV Business ID: **NV20131126136**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing autism treatment assistance program services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:43:39 AM
Division Approval	gdavi6	01/05/2022 08:43:40 AM
Department Approval	ldeloach	01/05/2022 12:49:49 PM
Contract Manager Approval	rvradenb	01/05/2022 14:05:23 PM
Budget Analyst Approval	laaron	02/03/2022 12:13:58 PM
BOE Agenda Approval	laaron	02/03/2022 12:14:00 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25378**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	ASPEN CARE GROUP, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>ASPEN CARE GROUP, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3482 ALCUDIA BAY AVE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89141-3206</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Katrina Calungsud 818-836-4240
		Vendor No.:	T29039328
		NV Business ID:	NV20161649079
To what State Fiscal Year(s) will the contract be charged?	<b>2022-2026</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing respite care and supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:44:12 AM
Division Approval	gdavi6	01/05/2022 08:44:14 AM
Department Approval	ldeloach	01/05/2022 12:56:08 PM
Contract Manager Approval	rvradenb	01/05/2022 14:06:07 PM
Budget Analyst Approval	laaron	01/31/2022 15:03:43 PM
BOE Agenda Approval	laaron	01/31/2022 15:03:45 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25380**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>AUTISM CARE WEST, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>AUTISM CARE WEST, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2075 E WINDMILL LN SUITE 150 &amp; 120</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89123-2085</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Charles Marriott 702-326-5996
		Vendor No.:	T29025668A
		NV Business ID:	NV20091128345

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing applied behavioral analysis services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:44:41 AM
Division Approval	gdavi6	01/05/2022 08:44:43 AM
Department Approval	ldeloach	01/05/2022 12:59:13 PM
Contract Manager Approval	rvradenb	01/05/2022 14:06:52 PM
Budget Analyst Approval	laaron	02/03/2022 12:18:22 PM
BOE Agenda Approval	laaron	02/03/2022 12:18:24 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25382**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **24/7 HOME HEALTH CARE, INC.**Contractor Name: **AVALON PRIVATE DUTY HOME CARE**Address: **525 Decatur Blvd**City/State/Zip: **LAS VEGAS, NV 89107**Contact/Phone: **Edgar Jimenez 702-998-9607**Vendor No.: **T27037878**NV Business ID: **NV20101513050**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:46:38 AM
Division Approval	gdavi6	01/05/2022 08:46:40 AM
Department Approval	ldeloach	01/05/2022 13:02:26 PM
Contract Manager Approval	rvradenb	01/05/2022 14:07:44 PM
Budget Analyst Approval	dspeed1	01/11/2022 13:59:41 PM
BOE Agenda Approval	laaron	01/31/2022 09:19:18 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25362**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>MEDICAL SERVICES OF NEVADA, INC.</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>All Valley Home Care</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>343 FAIRVIEW DR UNIT 101</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Carson City, NV 89701</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>Cassiah Depew 775-887-5683</b>
		Vendor No.:	<b>T81086597</b>
		NV Business ID:	<b>NV20001376578</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing personal care and respite care services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

DBA

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:39:41 AM
Division Approval	gdavi6	01/05/2022 08:39:44 AM
Department Approval	ldeloach	01/05/2022 12:08:19 PM
Contract Manager Approval	rvradenb	01/05/2022 13:51:09 PM
Budget Analyst Approval	laaron	01/31/2022 14:56:31 PM
BOE Agenda Approval	laaron	01/31/2022 14:56:33 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25377**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Ascension Center

Contractor Name: **Ascension Center**Address: **200 S. Virginia St  
8th Floor**City/State/Zip: **Reno, NV 89501**

Contact/Phone: Ana Laura Magana 661-369-2101

Vendor No.: T32011511

NV Business ID: NV20201898586

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing applied behavioral analysis, autism treatment assistance program and behavioral support services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:43:55 AM
Division Approval	gdavi6	01/05/2022 08:43:57 AM
Department Approval	ldeloach	01/05/2022 12:51:47 PM
Contract Manager Approval	rvradenb	01/05/2022 14:05:46 PM
Budget Analyst Approval	dspeed1	01/31/2022 15:11:44 PM
BOE Agenda Approval	laaron	02/02/2022 10:52:00 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25381**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Autism Spectrum and Disability Services, LLC**Contractor Name: **Autism Spectrum and Disability Services, LLC**Address: **7285 Bluestone Dr.**City/State/Zip: **Reno, NV 89511**Contact/Phone: **Brian Feeney 775-391-0363**Vendor No.: **T32010383**NV Business ID: **NV20191617807**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for applied behavioral analysis, autism treatment assistance program, behavioral support, and early intervention.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:45:01 AM
Division Approval	gdavi6	01/05/2022 08:45:03 AM
Department Approval	ldeloach	01/05/2022 13:00:48 PM
Contract Manager Approval	rvradenb	02/02/2022 16:29:24 PM
Budget Analyst Approval	dspeed1	02/03/2022 13:01:07 PM
BOE Agenda Approval	laaron	02/07/2022 09:30:41 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25389**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOYACK & ASSOCIATES, INC.**Contractor Name: **BAI SERVICES**Address: **3130 S. Durango Dr.  
Suite 400**City/State/Zip: **LAS VEGAS, NV 89117**Contact/Phone: **Nathan Boyack 702-325-5928**Vendor No.: **T29002945**NV Business ID: **NV20031426719**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:48:17 AM
Division Approval	gdavi6	01/05/2022 08:48:19 AM
Department Approval	ldeloach	01/05/2022 13:11:24 PM
Contract Manager Approval	rvradenb	01/05/2022 14:11:20 PM
Budget Analyst Approval	dspeed1	02/03/2022 11:13:21 AM
BOE Agenda Approval	laaron	02/03/2022 13:16:24 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25391**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BEUG BEHAVIORAL INTERVENTION & CONSULTING SERVICES**Contractor Name: **BEUG BEHAVIORAL INTERVENTION & CONSULTING SERVICES**Address: **9535 Oakley Lane**City/State/Zip: **Reno, NV 89521**Contact/Phone: **Jackie Beug 775-843-7574**Vendor No.: **T29026432**NV Business ID: **NV20101620467**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for applied behavioral analysis, behavioral support, disabilities support, early intervention, foster care, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:47:29 AM
Division Approval	gdavi6	01/05/2022 08:47:31 AM
Department Approval	ldeloach	01/05/2022 13:07:16 PM
Contract Manager Approval	rvradenb	01/05/2022 14:12:08 PM
Budget Analyst Approval	laaron	01/31/2022 15:48:24 PM
BOE Agenda Approval	laaron	01/31/2022 15:48:26 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25388**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BLOOM CONSULTING SERVICES, LLC**Contractor Name: **BLOOM CONSULTING SERVICES, LLC**Address: **3001 JOE DIMAGGIO BLVD  
BLDG 800**City/State/Zip: **ROUND ROCK, TX 78665-3974**Contact/Phone: **James Williams 512-537-1661**Vendor No.: **T32007958**NV Business ID: **NV20191275109**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for community work experience programs, customized employment, disabilities support, employment support, job development, and pre-employment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:48:00 AM
Division Approval	gdavi6	01/05/2022 08:48:03 AM
Department Approval	ldeloach	01/05/2022 13:09:32 PM
Contract Manager Approval	rvradenb	01/05/2022 14:10:47 PM
Budget Analyst Approval	laaron	01/31/2022 15:15:41 PM
BOE Agenda Approval	laaron	01/31/2022 15:15:43 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25390**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOYS TOWN NEVADA, INC.**Contractor Name: **BOYS TOWN NEVADA, INC.**Address: **821 N MOJAVE RD**City/State/Zip: **LAS VEGAS, NV 89101-2407**Contact/Phone: **John Etzell 702-724-8402**Vendor No.: **T29035496**NV Business ID: **NV20031565317**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for autism treatment assistance program, behavioral support, case management, counseling, early intervention, educational tutoring and support, mental health, and psychology services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:48:33 AM
Division Approval	gdavi6	01/05/2022 08:48:35 AM
Department Approval	ldeloach	01/05/2022 13:12:50 PM
Contract Manager Approval	rvradenb	01/05/2022 14:11:42 PM
Budget Analyst Approval	dspeed1	02/03/2022 16:24:02 PM
BOE Agenda Approval	laaron	02/07/2022 08:35:20 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25386**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BRIDGE COUNSELING ASSOCIATES, INC.**Contractor Name: **BRIDGE COUNSELING ASSOCIATES, INC.**Address: **1640 ALTA DR  
SUITE 4**City/State/Zip: **LAS VEGAS, NV 89106-4165**Contact/Phone: **David Robeck 702-474-6450**Vendor No.: **T80603800**NV Business ID: **NV19711003910**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for mental health, psychiatry, case management, counseling, emergency shelter care, marriage and family therapy, psychology, residential provider, social worker, and substance abuse counseling.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:48:55 AM
Division Approval	gdavi6	01/05/2022 08:48:57 AM
Department Approval	ldeloach	01/05/2022 13:13:53 PM
Contract Manager Approval	rvradenb	01/05/2022 14:09:09 PM
Budget Analyst Approval	dspeed1	01/28/2022 16:19:36 PM
BOE Agenda Approval	laaron	01/31/2022 10:28:34 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25395**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BRITTANY EDWARDS, LLC**Contractor Name: **BRITTANY EDWARDS, LLC**Address: **10443 Seelos St.**City/State/Zip: **LAS VEGAS, NV 89178**Contact/Phone: **Brittany Edwards 702-824-6583**Vendor No.: **T29042840**NV Business ID: **NV20171612950**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for mental health, behavioral support, case management, counseling, early intervention, and marriage and family therapy.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 11/30/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:49:58 AM
Division Approval	gdavi6	01/05/2022 08:50:00 AM
Department Approval	ldeloach	01/05/2022 13:19:48 PM
Contract Manager Approval	rvradenb	01/05/2022 14:13:36 PM
Budget Analyst Approval	dspeed1	02/01/2022 16:25:33 PM
BOE Agenda Approval	laaron	02/03/2022 10:43:51 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25396**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BUDGET WATCHERS, LLC**Contractor Name: **BUDGET WATCHERS, LLC**Address: **1201 N DECATUR BLVD  
SUITE 107**City/State/Zip: **LAS VEGAS, NV 89108-1213**Contact/Phone: **Avaunte DuPree 702-235-2577**Vendor No.: **T32003798**NV Business ID: **NV20131641157**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, community work experience programs, customized employment, disabilities support, employment support, job development, pre-employment, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:50:22 AM
Division Approval	gdavi6	01/05/2022 08:50:24 AM
Department Approval	ldeloach	01/05/2022 13:20:59 PM
Contract Manager Approval	rvradenb	01/06/2022 08:50:23 AM
Budget Analyst Approval	laaron	01/31/2022 15:22:44 PM
BOE Agenda Approval	laaron	01/31/2022 15:22:46 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25385**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Best Version of Yourself Psychology, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Best Version of Yourself Psychology, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2317-A Renaissance Dr.</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Shanel D Harris 702-589-4712
		Vendor No.:	T29044349
		NV Business ID:	NV20201959454

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing applied behavioral analysis services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:47:13 AM
Division Approval	gdavi6	01/05/2022 08:47:15 AM
Department Approval	ldeloach	01/05/2022 13:05:35 PM
Contract Manager Approval	rvradenb	01/05/2022 14:08:44 PM
Budget Analyst Approval	laaron	02/03/2022 12:30:22 PM
BOE Agenda Approval	laaron	02/03/2022 12:30:24 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25387**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Beyond Counseling & Consulting, LLC**Contractor Name: **Beyond Counseling & Consulting, LLC**Address: **10120 S. Eastern Ave Suite 200**City/State/Zip: **Henderson, NV 89052**Contact/Phone: **Brittney Cunningham 702-219-5616**Vendor No.: **T29044665**NV Business ID: **NV20201875061**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, mental health, behavioral support, counseling, rehabilitation, and social worker.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:47:45 AM
Division Approval	gdavi6	01/05/2022 08:47:47 AM
Department Approval	ldeloach	01/05/2022 13:08:19 PM
Contract Manager Approval	rvradenb	01/05/2022 14:10:09 PM
Budget Analyst Approval	dspeed1	01/28/2022 15:50:24 PM
BOE Agenda Approval	laaron	02/02/2022 14:23:23 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25392**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Bright Minds ABA, LLC**Contractor Name: **Bright Minds ABA, LLC**Address: **34 Brookridge Drive**City/State/Zip: **Henderson, NV 89052**Contact/Phone: **Jennifer Woodie 702-867-5810**Vendor No.: **T29044914**NV Business ID: **NV20212114263**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing applied behavioral analysis services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:49:20 AM
Division Approval	gdavi6	01/05/2022 08:49:22 AM
Department Approval	ldeloach	01/05/2022 13:16:51 PM
Contract Manager Approval	rvradenb	01/05/2022 14:12:33 PM
Budget Analyst Approval	dspeed1	01/31/2022 11:05:20 AM
BOE Agenda Approval	laaron	02/02/2022 14:08:37 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25397**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CAMPBELL CENTER FOR AUTISM, LLC**Contractor Name: **CAMPBELL CENTER FOR AUTISM, LLC**Address: **7040 LAREDO ST  
SUITE G**City/State/Zip: **LAS VEGAS, NV 89117-3044**Contact/Phone: **Jessica Traylor 702-260-2360**Vendor No.: **T32003246**NV Business ID: **NV20141710956**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:51:17 AM
Division Approval	gdavi6	01/05/2022 08:51:19 AM
Department Approval	ldeloach	01/05/2022 13:22:09 PM
Contract Manager Approval	rvradenb	01/05/2022 14:42:45 PM
Budget Analyst Approval	laaron	02/03/2022 12:09:30 PM
BOE Agenda Approval	laaron	02/03/2022 12:09:32 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25400**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CARE SERVICES OF NEVADA, INC.**Contractor Name: **CARE SERVICES OF NEVADA, INC.**Address: **987 BIBLE WAY**City/State/Zip: **RENO, NV 89502-2122**Contact/Phone: **Sylvie Smith 775-284-4855**Vendor No.: **T29024970**NV Business ID: **NV20091628280**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing case management, job development, and supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:52:29 AM
Division Approval	gdavi6	01/05/2022 08:52:31 AM
Department Approval	ldeloach	01/05/2022 13:25:09 PM
Contract Manager Approval	rvradenb	01/05/2022 14:43:31 PM
Budget Analyst Approval	laaron	02/02/2022 14:35:27 PM
BOE Agenda Approval	laaron	02/02/2022 14:35:29 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25401**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CATHOLIC CHARITIES OF NORTHERN NEVADA**Contractor Name: **CATHOLIC CHARITIES OF NORTHERN NEVADA**Address: **500 E. 4th St.**City/State/Zip: **RENO, NV 89512**Contact/Phone: **Lisa Genasci 775-343-5230**Vendor No.: **T80926928B**NV Business ID: **NV19951101754**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X Other funding 100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing medical and case management services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,800,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:53:04 AM
Division Approval	gdavi6	01/05/2022 08:53:06 AM
Department Approval	ldeloach	01/05/2022 13:28:11 PM
Contract Manager Approval	rvradenb	01/05/2022 14:43:52 PM
Budget Analyst Approval	dspeed1	01/31/2022 12:31:48 PM
BOE Agenda Approval	laaron	02/02/2022 11:19:11 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25406**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CHRYSLIS NEVADA, LLC**Contractor Name: **CHRYSLIS NEVADA, LLC**Address: **1443 West 800 North Suite 103**City/State/Zip: **Orem, UT 84057**Contact/Phone: **Troy Friden 801-391-1688**Vendor No.: **T27006639**NV Business ID: **NV20201721703**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for disabilities support, dietician-nutrition, applied behavioral analysis, behavioral support, employment support, job development, pre-employment support, residential provider, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:53:57 AM
Division Approval	gdavi6	01/05/2022 08:53:58 AM
Department Approval	ldeloach	01/05/2022 13:31:55 PM
Contract Manager Approval	rvradenb	01/05/2022 14:46:01 PM
Budget Analyst Approval	dspeed1	02/03/2022 11:20:17 AM
BOE Agenda Approval	laaron	02/03/2022 13:11:59 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25407**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>CLAUDETTE ANDREWS</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>CLAUDETTE ANDREWS</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3465 NOWLIN LN</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89431-1371</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Claudette Andrews 775-685-6734
		Vendor No.:	T80938558
		NV Business ID:	NV20212108164

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for adult daycare, community based living arrangements, personal care, respite care, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,700,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DPBH, agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:54:13 AM
Division Approval	gdavi6	01/05/2022 08:54:15 AM
Department Approval	ldeloach	01/05/2022 13:33:05 PM
Contract Manager Approval	rvradenb	01/05/2022 14:46:22 PM
Budget Analyst Approval	dspeed1	02/01/2022 16:26:21 PM
BOE Agenda Approval	laaron	02/02/2022 14:42:36 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25410**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **COMMUNITY CHEST, INC.**Contractor Name: **COMMUNITY CHEST, INC.**Address: **PO BOX 980**City/State/Zip: **VIRGINIA CITY, NV 89440-0980**Contact/Phone: **Eric Shoen 775-847-9311**Vendor No.: **T80951469**NV Business ID: **NV19911013020**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing mental health, marriage and family therapy, social worker, and substance abuse counseling services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,100,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:55:34 AM
Division Approval	gdavi6	01/05/2022 08:55:36 AM
Department Approval	ldeloach	01/05/2022 13:37:46 PM
Contract Manager Approval	rvradenb	02/01/2022 14:38:32 PM
Budget Analyst Approval	dspeed1	02/01/2022 17:19:41 PM
BOE Agenda Approval	laaron	02/02/2022 14:27:46 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25430**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CREATIVE POSSIBILITIES OF NORTHERN NEVADA**Contractor Name: **CREATIVE POSSIBILITIES OF NORTHERN NEVADA**Address: **1280 TERMINAL WAY SUITE 5**City/State/Zip: **RENO, NV 89502-3242**Contact/Phone: **Patience Aiyuk 775-544-8626**Vendor No.: **T81091266**NV Business ID: **NV20001364610**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for assisted living, behavioral support, case management, community based living arrangements, disabilities support, early intervention, group home, home health care, mental health, personal care, residential provider, respite care, senior care, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:46:51 PM
Division Approval	gdavi6	01/19/2022 12:46:54 PM
Department Approval	ldeloach	01/25/2022 11:00:16 AM
Contract Manager Approval	rvradenb	01/25/2022 13:44:37 PM
Budget Analyst Approval	dspeed1	02/03/2022 15:43:06 PM
BOE Agenda Approval	laaron	02/07/2022 09:21:53 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25431**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CRIMSON COUNSELING, LLC**Contractor Name: **CRIMSON COUNSELING, LLC**Address: **840 PINNACLE CT  
BLDG 4 SUITE A**City/State/Zip: **MESQUITE, NV 89027**Contact/Phone: **RYAN RUUD 435-592-3789**Vendor No.: **T32011564**NV Business ID: **NV20212000500**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % VARIOUS AGENCIES**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, disabilities support, early intervention, medical, mental health, rehabilitation, adult daycare, applied behavioral analysis, assisted living, autism treatment assistance program, behavioral support, community based living arrangements, community work experience programs, counseling, customized employment, educational tutoring and support, marriage and family therapy, psychology, rehabilitation, residential provider, respite care, safe-housing provider, social worker, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:47:19 PM
Division Approval	gdavi6	01/19/2022 12:47:21 PM
Department Approval	ldeloach	01/25/2022 11:15:43 AM
Contract Manager Approval	rvradenb	01/25/2022 13:44:48 PM
Budget Analyst Approval	dspeed1	02/03/2022 17:01:42 PM
BOE Agenda Approval	laaron	02/07/2022 09:03:14 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25432**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CROSSROADS BEHAVIOR CONSULTATION, LLC**Contractor Name: **CROSSROADS BEHAVIOR CONSULTATION, LLC**Address: **1250 Lamoille Highway Suite 103**City/State/Zip: **ELKO, NV 89801-1193**Contact/Phone: **Michelle Canning 775-777-1292**Vendor No.: **T27042426A**NV Business ID: **NV20091262575**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for early intervention, speech pathology, therapy and counseling, applied behavioral analysis, and autism treatment assistance program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,700,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:47:45 PM
Division Approval	gdavi6	01/19/2022 12:47:47 PM
Department Approval	ldeloach	01/25/2022 11:22:40 AM
Contract Manager Approval	rvradenb	01/25/2022 13:45:00 PM
Budget Analyst Approval	dspeed1	02/02/2022 12:25:07 PM
BOE Agenda Approval	laaron	02/04/2022 15:34:44 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25434**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Cardno, Inc.

Contractor Name: **Cardno, Inc.**Address: **5496 Reno Corporate Drive**City/State/Zip: **Reno, NV 89511**

Contact/Phone: Coleen Shade 916-386-3805

Vendor No.: T29035299

NV Business ID: NV20111772626

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: RFP 99SWC-S1426 NF

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/07/2025**Contract term: **3 years and 98 days**4. Type of contract: **MSA**Contract description: **Fire Fuels Reduction**

5. Purpose of contract:

**This is a new contract to provide fire fuel and vegetation reduction and forest management services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To reduce the risk of wildfires, fuels reduction and other services must be completed in various locations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contract provides fuels reduction services for agencies that do not have capability to do the work, and to assist when the volume of reduction services is such that staff cannot accomplish all work in a timely manner.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Giles Construction  
GTS Forestry  
Quicksilver Contractingb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This RFQ is being awarded to 23 vendors that qualified in the various scopes of work.

d. Last bid date: Anticipated re-bid date: 04/07/2025

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Nancy Feser, Purchasing Officer II Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/25/2022 11:17:07 AM
Division Approval	gdavi6	01/25/2022 11:17:10 AM
Department Approval	ldeloach	01/28/2022 15:48:57 PM
Contract Manager Approval	nfese1	01/31/2022 12:06:59 PM
Budget Analyst Approval	dspeed1	02/08/2022 16:53:43 PM
BOE Agenda Approval	laaron	02/14/2022 10:01:29 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25484**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Cate Land Industries, Inc.

Contractor Name: **Cate Land Industries, Inc.**Address: **4550 Albert Ave.**City/State/Zip: **Winnemucca, NV 89445**

Contact/Phone: EC Cates 775-761-5200

Vendor No.: T29044956

NV Business ID: NV20061549709

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: RFQ 99SWC-S1426

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/07/2025**Contract term: **3 years and 98 days**4. Type of contract: **MSA**Contract description: **Fire Fuels Reduction**

5. Purpose of contract:

**This is a new contract to provide fire fuel, vegetation reduction and forest management services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,026,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To reduce the risk of wildfires, fuels reduction and other services must be completed in various locations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Explain why State employees in your agency or other State agencies are not able to do this work:  
This contract provides fuels reduction services for agencies that do not have capability to do the work, and to assist when the volume of reduction services is such that staff cannot accomplish all work in a timely manner.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Arbor Pro  
Logan Simpson  
Giles Construction  
Arbor Pros

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This RFQ is being awarded to 23 vendors that qualified in the various scopes of work.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Nancy Feser, Purchasing Officer II Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/25/2022 11:16:24 AM
Division Approval	gdavi6	01/25/2022 11:16:26 AM
Department Approval	ldeloach	01/28/2022 15:55:35 PM
Contract Manager Approval	nfese1	01/31/2022 12:07:15 PM
Budget Analyst Approval	dspeed1	02/04/2022 11:55:53 AM
BOE Agenda Approval	laaron	02/11/2022 16:25:23 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25428**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Corbett Psychological Services

Contractor Name: **Corbett Psychological Services**Address: **5348 Vegas Drive Suite 525**City/State/Zip: **Las Vegas, NV 89108**

Contact/Phone: Chris Corbett 971-409-5247

Vendor No.: T29044900

NV Business ID: NV20212291805

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/28/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing mental health and psychology services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, previous contract had no agency activity

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:46:12 PM
Division Approval	gdavi6	01/19/2022 12:46:14 PM
Department Approval	ldeloach	01/25/2022 10:54:40 AM
Contract Manager Approval	rvradenb	01/25/2022 13:44:07 PM
Budget Analyst Approval	dspeed1	01/31/2022 16:28:48 PM
BOE Agenda Approval	laaron	02/01/2022 12:57:52 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25437**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Curt Lee Reed

Contractor Name: **Curt Lee Reed**Address: **25 N SPRING MOUNTAIN CIRCLE**City/State/Zip: **SPARKS, NV 89436-6631**

Contact/Phone: Curt Reed 775-772-8597

Vendor No.: T81039142

NV Business ID: NV20161451320

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:48:12 PM
Division Approval	gdavi6	01/19/2022 12:48:14 PM
Department Approval	ldeloach	01/25/2022 11:39:44 AM
Contract Manager Approval	rvradenb	01/25/2022 13:45:18 PM
Budget Analyst Approval	dspeed1	02/02/2022 12:31:52 PM
BOE Agenda Approval	laaron	02/03/2022 14:24:21 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25443**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DANIEL SUSSMAN, MD, ESQ, LLC**Contractor Name: **DANIEL SUSSMAN, MD, ESQ, LLC**Address: **4205 MONT BLANC WAY**City/State/Zip: **MOUNT CHARLESTON, NV 89124-9218**Contact/Phone: **Daniel Sussman 702-493-5203**Vendor No.: **T29037021**NV Business ID: **NV20201974031**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing medical and mental health services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:48:28 PM
Division Approval	gdavi6	01/19/2022 12:48:29 PM
Department Approval	ldeloach	01/25/2022 11:31:51 AM
Contract Manager Approval	rvradenb	01/25/2022 13:45:47 PM
Budget Analyst Approval	dspeed1	01/31/2022 17:06:44 PM
BOE Agenda Approval	laaron	02/01/2022 11:58:28 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25445**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DANIEL T. MALATESTA, ED.D, LLC**Contractor Name: **DANIEL T. MALATESTA, ED.D, LLC**Address: **800 N. Rainbow Blvd.  
Suite 170-163**City/State/Zip: **LAS VEGAS, NV 89107-1103**Contact/Phone: **Daniel Malatesta 702-869-8692**Vendor No.: **T81201089**NV Business ID: **NV20101637709**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing psychology services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:48:56 PM
Division Approval	gdavi6	01/19/2022 12:48:58 PM
Department Approval	ldeloach	01/25/2022 11:43:42 AM
Contract Manager Approval	rvradenb	01/25/2022 13:46:07 PM
Budget Analyst Approval	dspeed1	02/01/2022 16:38:37 PM
BOE Agenda Approval	laaron	02/02/2022 14:51:36 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25446**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DANVILLE SERVICES OF NEVADA, LLC**Contractor Name: **DANVILLE SERVICES OF NEVADA, LLC**Address: **4343 N. Rancho Dr. Suite 234**City/State/Zip: **LAS VEGAS, NV 89130**Contact/Phone: **Laura Sandle 702-354-5102**Vendor No.: **T80959541**NV Business ID: **NV20011078355**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing disabilities support and supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:49:27 PM
Division Approval	gdavi6	01/19/2022 12:49:30 PM
Department Approval	ldeloach	01/25/2022 11:47:04 AM
Contract Manager Approval	rvradenb	01/25/2022 13:46:41 PM
Budget Analyst Approval	dspeed1	02/07/2022 12:58:14 PM
BOE Agenda Approval	laaron	02/11/2022 11:09:14 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25448**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DARIAN, INC.**Contractor Name: **DARIAN, INC.**Address: **7502 Desert Plains Drive**City/State/Zip: **SPARKS, NV 89436-3719**Contact/Phone: **Roberto Barrera 775-843-0628**Vendor No.: **T27012484**NV Business ID: **NV20061442696**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for personal care, community based living arrangements, host home and homeless youth, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:50:05 PM
Division Approval	gdavi6	01/19/2022 12:50:07 PM
Department Approval	ldeloach	01/25/2022 13:00:51 PM
Contract Manager Approval	rvradenb	01/25/2022 13:48:56 PM
Budget Analyst Approval	dspeed1	02/02/2022 15:40:04 PM
BOE Agenda Approval	laaron	02/04/2022 15:29:00 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25449**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>DENNIS CHANG MD PLLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>DENNIS CHANG MD PLLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3204 Shallow Point Circle</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89117</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Dennis Chang 909-260-0494
		Vendor No.:	T27042318
		NV Business ID:	NV20181276389

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing psychiatry services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:50:27 PM
Division Approval	gdavi6	01/19/2022 12:50:30 PM
Department Approval	ldeloach	01/25/2022 13:02:55 PM
Contract Manager Approval	rvradenb	01/25/2022 13:49:07 PM
Budget Analyst Approval	dspeed1	01/31/2022 16:11:56 PM
BOE Agenda Approval	laaron	02/01/2022 13:55:36 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25450**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DR. STEPHANIE HOLLAND, LTD**Contractor Name: **DESERT PSYCHOLOGICAL**Address: **3067 E WARM SPRINGS RD  
SUITE 100**City/State/Zip: **LAS VEGAS, NV 89120-3749**Contact/Phone: **Stephanie Holland 702-650-6508**Vendor No.: **T29031886**NV Business ID: **NV20091624038**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, mental health, occupational therapy, psychiatry, counseling, early intervention, marriage and family therapy, psychology, social worker, and substance abuse counseling.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,600,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:50:54 PM
Division Approval	gdavi6	01/19/2022 12:50:56 PM
Department Approval	ldeloach	01/25/2022 13:07:33 PM
Contract Manager Approval	rvradenb	01/25/2022 13:49:18 PM
Budget Analyst Approval	dspeed1	01/31/2022 16:07:26 PM
BOE Agenda Approval	laaron	02/02/2022 14:31:48 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25452**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DIANA J. KLYMMAN**Contractor Name: **DIANA J. KLYMMAN**Address: **3825 MACAW LN**City/State/Zip: **RENO, NV 89508-8431**Contact/Phone: **Diana Klymman 775-972-8866**Vendor No.: **T80949442**NV Business ID: **NV20161365708**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1767-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS, Agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:01:29 PM
Division Approval	gdavi6	01/19/2022 13:01:35 PM
Department Approval	ldeloach	01/25/2022 13:15:43 PM
Contract Manager Approval	rvradenb	01/25/2022 13:49:34 PM
Budget Analyst Approval	dspeed1	01/31/2022 17:24:18 PM
BOE Agenda Approval	laaron	02/01/2022 10:39:01 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25455**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DISABILITY RESOURCES, INC.**Contractor Name: **DISABILITY RESOURCES, INC.**Address: **50 E GREG ST  
SUITE 102**City/State/Zip: **SPARKS, NV 89431-6595**Contact/Phone: **Vivian Ruiz 775-329-1126**Vendor No.: **T80976219**NV Business ID: **NV19931075724**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, group home, job development, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$9,300,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:01:58 PM
Division Approval	gdavi6	01/19/2022 13:02:02 PM
Department Approval	ldeloach	01/25/2022 13:18:10 PM
Contract Manager Approval	rvradenb	01/25/2022 13:49:51 PM
Budget Analyst Approval	dspeed1	02/02/2022 12:37:53 PM
BOE Agenda Approval	laaron	02/07/2022 08:22:30 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25453**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>DUNGARVIN NEVADA, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>DUNGARVIN NEVADA, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3325 W. CRAIG RD. SUITE A</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>NORTH LAS VEGAS, NV 89032</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>Sarah Cummings 702-222-2243</b>
		Vendor No.:	<b>T29010310</b>
		NV Business ID:	<b>NV20061225995</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:02:51 PM
Division Approval	gdavi6	01/19/2022 13:02:53 PM
Department Approval	ldeloach	01/25/2022 13:22:36 PM
Contract Manager Approval	rvradenb	01/25/2022 13:50:13 PM
Budget Analyst Approval	laaron	02/03/2022 13:03:42 PM
BOE Agenda Approval	laaron	02/03/2022 13:03:44 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25447**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Daptem Incorporated

Contractor Name: **Daptem Incorporated**Address: **6646 Marbree Dr.**City/State/Zip: **Sparks, NV 89436**

Contact/Phone: Oyedapo Paul Oyerinde 775-636-2291

Vendor No.: T32010346

NV Business ID: NV20191114050

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for assisted living, behavioral support, case management, disabilities support, residential provider, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:49:43 PM
Division Approval	gdavi6	01/19/2022 12:49:45 PM
Department Approval	ldeloach	01/25/2022 12:49:33 PM
Contract Manager Approval	rvradenb	01/25/2022 13:47:15 PM
Budget Analyst Approval	dspeed1	01/31/2022 17:20:15 PM
BOE Agenda Approval	laaron	02/01/2022 11:10:29 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25454**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Dosheen Cook, Ph.D.
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Dosheen Cook, Ph.D.</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2450 VASSAR ST SUITE 3A</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89502-3249</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Dosheen Cook 775-737-9890
		Vendor No.:	T27031820
		NV Business ID:	NV20121653742

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing early intervention and psychology services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,800,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:02:30 PM
Division Approval	gdavi6	01/19/2022 13:02:32 PM
Department Approval	ldeloach	01/25/2022 13:20:07 PM
Contract Manager Approval	rvradenb	01/25/2022 13:50:04 PM
Budget Analyst Approval	dspeed1	01/31/2022 16:15:58 PM
BOE Agenda Approval	laaron	02/01/2022 13:50:31 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25399**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>CAPABILITY HEALTH &amp; HUMAN SERVICES</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>EASTER SEALS NEVADA</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>7281 W CHARLESTON BLVD</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89117-1592</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Lisa Manning 702-408-2100
		Vendor No.:	PUR0005112A
		NV Business ID:	NV19761001232

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for adult daycare, assistive technology, behavioral support, supportive services for the blind and visually impaired, case management, community work experience programs, customized employment, disabilities support, early intervention, educational tutoring and support, employment support, job development, occupational therapy, physical therapy, pre-employment, and rehabilitation.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

dba

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/05/2022 08:51:59 AM
Division Approval	gdavi6	01/05/2022 08:52:01 AM
Department Approval	ldeloach	01/05/2022 13:23:37 PM
Contract Manager Approval	rvradenb	01/05/2022 14:43:09 PM
Budget Analyst Approval	dspeed1	01/31/2022 11:33:08 AM
BOE Agenda Approval	laaron	02/02/2022 13:53:23 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25458**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ELITE VOCATIONAL SERVICES, LLC**Contractor Name: **ELITE VOCATIONAL SERVICES, LLC**Address: **3100 GOODNEWS CT**City/State/Zip: **LAS VEGAS, NV 89134-8582**Contact/Phone: **Jeri Thomas 702-285-8677**Vendor No.: **T27042765**NV Business ID: **NV20191225622**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for assistive technology, supportive services for the blind and visually impaired, disabilities support, behavioral support, community work experience programs, customized employment, educational tutoring and support, employment support, job development, pre-employment, and rehabilitation.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR, agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:03:15 PM
Division Approval	gdavi6	01/19/2022 13:03:16 PM
Department Approval	ldeloach	01/25/2022 13:24:40 PM
Contract Manager Approval	rvradenb	01/25/2022 13:50:24 PM
Budget Analyst Approval	dspeed1	02/02/2022 11:35:12 AM
BOE Agenda Approval	laaron	02/07/2022 08:28:23 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25459**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EMPLOYMENT SUPPORT SERVICES, LLC**Contractor Name: **EMPLOYMENT SUPPORT SERVICES, LLC**Address: **8028 CASPIAN MOON DR**City/State/Zip: **LAS VEGAS, NV 89166-3710**Contact/Phone: **Lily Choyce 702-308-1480**Vendor No.: **T27036434**NV Business ID: **NV20151065391**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for community work experience programs, counseling, customized employment, disabilities support, educational tutoring and support, employment support, job development, and pre-employment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR, agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:03:39 PM
Division Approval	gdavi6	01/19/2022 13:03:42 PM
Department Approval	ldeloach	01/25/2022 13:26:30 PM
Contract Manager Approval	rvradenb	01/25/2022 13:50:38 PM
Budget Analyst Approval	dspeed1	02/02/2022 11:27:12 AM
BOE Agenda Approval	laaron	02/07/2022 09:14:55 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25465**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EMPOWER US, LLC**Contractor Name: **EMPOWER US, LLC**Address: **3705 BRITTLEWOOD AVE**City/State/Zip: **LAS VEGAS, NV 89120-2053**Contact/Phone: **Cassandra Barcelo 702-371-6646**Vendor No.: **T29041783**NV Business ID: **NV20181723932**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for autism treatment assistance program, community work experience programs, customized employment, disabilities support, educational tutoring and support, employment support, job development, and pre-employment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR, agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:04:03 PM
Division Approval	gdavi6	01/19/2022 13:04:06 PM
Department Approval	ldeloach	01/25/2022 13:28:01 PM
Contract Manager Approval	rvradenb	01/25/2022 13:50:48 PM
Budget Analyst Approval	dspeed1	02/03/2022 12:20:36 PM
BOE Agenda Approval	laaron	02/04/2022 16:25:36 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25467**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EMPOWERING 2 EXCEL, LLC**Contractor Name: **EMPOWERING 2 EXCEL, LLC**Address: **570 W CHEYENNE AVE  
SUITE 20**City/State/Zip: **NORTH LAS VEGAS, NV 89032**Contact/Phone: **Lorenzo Reed 702-633-5096**Vendor No.: **T29030118**NV Business ID: **NV20101478045**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, early intervention, mental health, speech pathology, therapy, and counseling, adult daycare, behavioral support, counseling, marriage and family therapy, psychology, and substance abuse counseling.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,400,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR, agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:04:26 PM
Division Approval	gdavi6	01/19/2022 13:04:29 PM
Department Approval	ldeloach	01/25/2022 13:30:04 PM
Contract Manager Approval	rvradenb	01/25/2022 13:51:04 PM
Budget Analyst Approval	dspeed1	02/02/2022 15:28:19 PM
BOE Agenda Approval	laaron	02/04/2022 16:09:06 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25471**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EVERGREEN COUNSELING, INC.**Contractor Name: **EVERGREEN COUNSELING, INC.**Address: **5300 W SAHARA AVE  
SUITE 104**City/State/Zip: **LAS VEGAS, NV 89146-0319**Contact/Phone: **Thomas Wagner 702-460-3507**Vendor No.: **T27001890**NV Business ID: **NV20021252244**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing mental health, social worker, and substance abuse counseling services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$800,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:05:35 PM
Division Approval	gdavi6	01/19/2022 13:05:38 PM
Department Approval	ldeloach	01/25/2022 13:34:54 PM
Contract Manager Approval	rvradenb	01/25/2022 13:51:54 PM
Budget Analyst Approval	dspeed1	02/03/2022 17:17:14 PM
BOE Agenda Approval	laaron	02/07/2022 08:56:33 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25468**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Encore
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Encore</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>11 N. Sierra St. Suite 300</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89501</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Nathan Jersey 775-200-8827
		Vendor No.:	T29044913
		NV Business ID:	NV20212175980

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, community work experience programs, customized employment, educational tutoring and support, employment support, and job development.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$9,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/21/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:04:50 PM
Division Approval	gdavi6	01/19/2022 13:04:53 PM
Department Approval	ldeloach	01/25/2022 13:31:47 PM
Contract Manager Approval	rvradenb	01/25/2022 13:51:28 PM
Budget Analyst Approval	dspeed1	02/03/2022 11:23:12 AM
BOE Agenda Approval	laaron	02/03/2022 13:06:58 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25469**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: EvalONE Pro, LLC

Contractor Name: **EvalONE Pro, LLC**Address: **11629 Clark St Suite 101**City/State/Zip: **Arcadia, CA 91006**

Contact/Phone: Salvador Amaral 626-471-1290

Vendor No.: T27042435

NV Business ID: NV20181438662

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for audiology, disabilities support, general medicine, mental health, speech pathology therapy and counseling, and psychology.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:05:11 PM
Division Approval	gdavi6	01/19/2022 13:05:14 PM
Department Approval	ldeloach	01/25/2022 13:33:40 PM
Contract Manager Approval	rvradenb	01/25/2022 13:51:40 PM
Budget Analyst Approval	dspeed1	01/31/2022 16:45:48 PM
BOE Agenda Approval	laaron	02/01/2022 12:42:08 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25473**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FAMILY SUPPORT COUNCIL OF DOUGLAS COUNTY**Contractor Name: **FAMILY SUPPORT COUNCIL OF DOUGLAS COUNTY**Address: **1516 US Highway 395 N**City/State/Zip: **Gardnerville, NV 89410**Contact/Phone: **Veronica LaChance 775-782-8692**Vendor No.: **T80904539A**NV Business ID: **NV19821006005**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing case management, employment support, and supportive living arrangement services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:05:53 PM
Division Approval	gdavi6	01/19/2022 13:05:55 PM
Department Approval	ldeloach	01/25/2022 13:36:43 PM
Contract Manager Approval	rvradenb	01/25/2022 13:52:21 PM
Budget Analyst Approval	dspeed1	01/31/2022 16:33:57 PM
BOE Agenda Approval	laaron	02/01/2022 12:53:04 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25472**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Fillable, LLC

Contractor Name: **Fillable, LLC**Address: **3155 W. Tompkins Ave**City/State/Zip: **Las Vegas, NV 89103**

Contact/Phone: Aimee Henkel 702-504-0236

Vendor No.: T29044885

NV Business ID: NV20212094744

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing educational tutoring and support, employment support, and pre-employment services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:06:12 PM
Division Approval	gdavi6	01/19/2022 13:06:14 PM
Department Approval	ldeloach	01/25/2022 13:38:30 PM
Contract Manager Approval	rvradenb	01/25/2022 13:52:12 PM
Budget Analyst Approval	dspeed1	02/02/2022 11:53:44 AM
BOE Agenda Approval	laaron	02/04/2022 15:50:12 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25338**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Garner Environmental Services, Inc.**Contractor Name: **Garner Environmental Services, Inc.**Address: **1717 W 13th Street**City/State/Zip: **Deer Park, TX 77536**Contact/Phone: **John Temperilli, President 281-930-1200**Vendor No.: **T32011982**NV Business ID: **NV20211982073**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **99SWC-1735 GD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **10/31/2025**Contract term: **3 years and 244 days**4. Type of contract: **MSA**Contract description: **Monoclonal Treatment**

5. Purpose of contract:

**This is a new contract to provide mobile outpatient services for monoclonal antibody treatment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Vendors are required to provide monoclonal antibody treatment mobile outpatient services for treatment of SARS-CoV-2 / COVID-19 t as pop-up/mobile services to hopefully prevent people who have contracted COVID-19 from severe effects, entering the hospital system, and death.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not possess the resources or personnel necessary to provide these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Wellhealth Management  
AnyPlace MD  
OptumServe Health Services  
Las Vegas Infusion Pharmacy  
AMBL-IEM  
Ambulnz Holdings, LLC  
RedTag-19 LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1692 and/or 99SWC-S1735 for Monoclonal Antibody Treatment Mobile Outpatient Services.

d. Last bid date: 09/09/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/31/2022 08:26:47 AM
Division Approval	gdavi6	01/31/2022 08:26:50 AM
Department Approval	ldeloach	01/31/2022 09:08:54 AM
Contract Manager Approval	gdavi6	01/31/2022 10:59:36 AM
Budget Analyst Approval	dspeed1	02/02/2022 11:15:06 AM
BOE Agenda Approval	laaron	02/03/2022 14:29:28 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25482**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Shari G. Cook**Contractor Name: **High Desert Graziers**Address: **107 Hunewill Lane**City/State/Zip: **Wellington, NV 89444**Contact/Phone: **Shari Cook 775-901-0904**Vendor No.: **T29044985**NV Business ID: **NV20191075869**To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **RFQ 99SWC-S1426**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/07/2025**Contract term: **3 years and 98 days**4. Type of contract: **MSA**Contract description: **Fire Fuels Reduction**

5. Purpose of contract:

**This is a new contract to provide fire fuel and vegetation reduction and forest management services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,157,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**To reduce the risk of wildfires, fuels reduction and other services must be completed in various locations.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This contract provides fuels reduction services for agencies that do not have capability to do the work, and to assist when the volume of reduction services is such that staff cannot accomplish all work in a timely manner.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Leslie Heavy Haul  
Logan Simpson Design  
Quicksilver Contracting**
b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This RFQ is being awarded to 22 vendors that qualified in the various scopes of work.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Sole Proprietor Company Name/ Owners names

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Nancy Feser, Purchasing Officer II Ph: 775-684-0175

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	02/01/2022 10:22:21 AM
Division Approval	gdavi6	02/01/2022 10:22:24 AM
Department Approval	ldeloach	02/01/2022 11:14:15 AM
Contract Manager Approval	nfese1	02/01/2022 11:29:23 AM
Budget Analyst Approval	dspeed1	02/04/2022 11:57:46 AM
BOE Agenda Approval	laaron	02/14/2022 10:10:34 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25538**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	GTMI CORPORATION
Agency Code:	<b>MSA</b>	Contractor Name:	<b>LAS VEGAS INFUSION PHARMACY</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1510 W SUNSET RD SUITE 120</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>HENDERSON, NV 89014</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Gener Tejero 702-476-6996
		Vendor No.:	T32011977
		NV Business ID:	NV20141589594

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: 99SWC-S1735 GD

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/07/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **Yes**

If "Yes", please explain

**DHHS/DPBH have an immediate need for home based monoclonal antibody (mAb) treatment services for equal access to care. Current awarded vendors for mAb services do not provide a home based infusion model. Retroactive status is necessary to allow vendor to begin providing services to Nevadans in need beginning February 7, 2022.**

3. Termination Date: **10/31/2025**Contract term: **3 years and 266 days**4. Type of contract: **MSA**Contract description: **Monoclonal Treatment**

5. Purpose of contract:

**This is a new contract to provide mobile outpatient services for monoclonal antibody treatment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000,000.00**

Payment for services will be made at the rate of \$750.00 per dose

Other basis for payment: As invoiced by the Contractor and approved by the State.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Vendors are required to provide monoclonal antibody treatment mobile outpatient services for treatment of SARS-CoV-2 / COVID-19 t as pop-up/mobile services to hopefully prevent people who have contracted COVID-19 from severe effects, entering the hospital system, and death.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not possess the resources or personnel necessary to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

AnyPlace MD  
WellHealth Management  
OptumServe Health Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1692 and/or 99SWC-S1735 for Monoclonal Antibody Treatment Mobile Outpatient Services.

d. Last bid date: 09/09/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/31/2022 08:27:01 AM
Division Approval	gdavi6	01/31/2022 08:27:04 AM
Department Approval	ldeloach	01/31/2022 08:52:53 AM
Contract Manager Approval	gdavi6	02/04/2022 15:47:56 PM
Budget Analyst Approval	dspeed1	02/07/2022 13:08:38 PM
BOE Agenda Approval	laaron	02/14/2022 09:43:27 AM



Steve Sisolak  
Governor

Richard Whitley, MS  
Director



**DEPARTMENT OF  
HEALTH AND HUMAN SERVICES**  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
*Helping people. It's who we are and what we do.*



Lisa Sherych  
Administrator

Ihsan Azzam,  
Ph.D., M.D.  
Chief Medical Officer

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## MEMORANDUM

DATE: February 4, 2022

TO: Debi Reynolds, Deputy Administrator  
Division of Public and Behavioral Health

THROUGH: Karen Beckley, Bureau Chief  
Bureau of Health Protection and Preparedness

FROM: Malinda Southard, DC, CPM, Program Manager  
Public Health Preparedness Program

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL – LAS VEGAS INFUSION PHARMACY

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This memorandum requests that the following Work Order be approved for a retroactive start.

The following information is required:

- Name of Vendor: Las Vegas Infusion Pharmacy
- Services to be provided: Monoclonal antibody therapeutic administration via a home health model in Clark County.
- Funding source and expenditure category: BA# 3218 - CAT 12; ARPA
- Requested start date of work: February 7, 2022
- Expected execution date of agreement: Immediately following BOE in March 2022.
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely:
    - This vendor is currently scheduled on BOE agenda for approval in March 2022.
    - This vendor is currently able and willing to serve the needs of residents in Clark County who are home-bound or have transportation issues. The equity issues are present in the system now, and it is ideal for this project to launch at the same time as the fixed monoclonal antibody therapeutics site (also live on February 7, 2022).
  - Describe the impact to the program/services if this work is not started prior to the execution of the agreement:
    - If this work is not started prior to the execution of the agreement, Nevada risks home-bound citizens without the ability to pay for these COVID-19 therapies, the inability to access these treatment services and the potential complication of negative health outcomes as a result.
  - Explain how the program/bureau will prevent future retroactive requests: the program will ensure appropriate communication with the State Purchasing Division, the DPBH Contract Unit, and the vendor to ensure more timely outcomes.

If you have any questions, please contact Malinda Southard at (775) 684-4039 or [msouthard@health.nv.gov](mailto:msouthard@health.nv.gov).

cc: Contract Unit  
Division of Public and Behavioral Health

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25442**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LITTLE LEMONS THERAPY, LLC**Contractor Name: **LITTLE LEMONS THERAPY, LLC**Address: **5755 S RAINBOW BLVD  
SUITE 102**City/State/Zip: **LAS VEGAS, NV 89118-2535**Contact/Phone: **Samantha Lemons 702-412-8578**Vendor No.: **T29040071**NV Business ID: **NV20171739808**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing applied behavioral analysis services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.**

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 13:06:56 PM
Division Approval	gdavi6	01/19/2022 13:06:58 PM
Department Approval	ldeloach	01/25/2022 13:40:13 PM
Contract Manager Approval	rvradenb	01/25/2022 13:52:37 PM
Budget Analyst Approval	dspeed1	02/02/2022 17:11:19 PM
BOE Agenda Approval	laaron	02/04/2022 16:14:31 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25329**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: OptumServe Health Services, Inc.

Contractor Name: **OptumServe Health Services, Inc.**Address: **328 Front Street South**City/State/Zip: **La Crosse, WI 54601**

Contact/Phone: Regina White 727-401-7077

Vendor No.: T27044632

NV Business ID: NV20101335156

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: 99SWC-S1777 GD

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **2 years and 306 days**4. Type of contract: **MSA**Contract description: **COVID-19 Testing**

5. Purpose of contract:

**This is a new contract to provide COVID-19 test and vaccination site services for state agencies and other government entities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State agencies and local governments are currently providing COVID-19 testing using a combination of National Guard staff, employees, temporary staff, and volunteers. These contracts will give entities additional options to provide test collection services if additional sites are needed or if current sites need to be transition to a contracted model.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Some using agencies do not have staffing resources or proper training to operate test collection sites, others are operating sites but need additional resources in preparation for a surge in COVID-19 cases.

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):

AMBL-IEM LLC  
Visist Helathcare  
SJM Premier Medical Group LLC  
RedTag-19 LLC  
Premier Medical, Inc  
Ambulnz Holdings

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Statewide solicitation is a request for qualifications, and all qualified vendors are awarded contracts. Using entities can solicit proposals from multiple contracted vendors.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/07/2022 10:00:18 AM
Division Approval	gdavi6	01/07/2022 10:00:21 AM
Department Approval	ldeloach	01/07/2022 12:36:09 PM
Contract Manager Approval	rvradenb	01/28/2022 16:24:58 PM
Budget Analyst Approval	dspeed1	01/28/2022 16:33:32 PM
BOE Agenda Approval	laaron	01/31/2022 10:59:26 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25339**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: OptumServe Health Services, Inc.

Contractor Name: **OptumServe Health Services, Inc.**Address: **328 Front Street South**City/State/Zip **La Crosse, WI 54601**

Contact/Phone: Regina White 727-401-7077

Vendor No.: T27044632

NV Business ID: NV20101335156

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: 99SWC-S1735 GD

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **10/31/2025**Contract term: **3 years and 272 days**4. Type of contract: **MSA**Contract description: **Monoclonal Treatment**

5. Purpose of contract:

**This is a new contract to provide mobile outpatient services for monoclonal antibody treatment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Vendors are required to provide monoclonal antibody treatment mobile outpatient services for treatment of SARS-CoV-2 / COVID-19 t as pop-up/mobile services to hopefully prevent people who have contracted COVID-19 from severe effects, entering the hospital system, and death.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not possess the resources or personnel necessary to provide these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Ambulnz Holdings, LLC  
WellHealth Management  
Garner Environmental Services, Inc  
AMBL-IEM  
AnyPlaceMD  
RedTag-19 LLC  
Las Vegas Infusion Pharmacy

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1692 and/or 99SWC-S1735 for Monoclonal Antibody Treatment Mobile Outpatient Services.

d. Last bid date: 09/09/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/07/2022 09:59:52 AM
Division Approval	gdavi6	01/07/2022 09:59:54 AM
Department Approval	ldeloach	01/07/2022 12:34:09 PM
Contract Manager Approval	rvradenb	01/28/2022 16:25:19 PM
Budget Analyst Approval	dspeed1	01/28/2022 16:29:50 PM
BOE Agenda Approval	laaron	01/31/2022 11:04:18 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25439**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SAFE HOUSE, INC.**Contractor Name: **SAFE HOUSE, INC.**Address: **921 AMERICAN PACIFIC DR  
SUITE 300**City/State/Zip: **HENDERSON, NV 89014-7901**Contact/Phone: **Beth Flory 702-451-4203**Vendor No.: **T81000255**NV Business ID: **NV19941037849**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, counseling, emergency shelter care, marriage and family therapy, and social worker.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 03/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
**Yes**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/25/2022 11:15:34 AM
Division Approval	gdavi6	01/25/2022 11:15:37 AM
Department Approval	ldeloach	01/25/2022 14:02:14 PM
Contract Manager Approval	rvradenb	02/03/2022 08:09:55 AM
Budget Analyst Approval	dspeed1	02/03/2022 12:44:06 PM
BOE Agenda Approval	laaron	02/04/2022 16:19:04 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **24208** Amendment Number: **1**

Legal Entity Name: **SIERRA PEAKS ENTERPRISES, LLC**

Agency Name: **MSA MASTER SERVICE AGREEMENTS** Contractor Name: **SIERRA PEAKS ENTERPRISES, LLC**

Agency Code: **MSA** Address: **1075 FOOTHILL RD**

Appropriation Unit: **9999 - All Categories** City/State/Zip: **GARDNERVILLE, NV 89460-6512**

Is budget authority available?: **Yes** Contact/Phone: **Charles Fairbank III 775-265-8444**

If "No" please explain: **Not Applicable** Vendor No.: **T27041515**

NV Business ID: **NV20091194343**

To what State Fiscal Year(s) will the contract be charged? **2021-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2021**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/07/2025**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Fire Fuels Reduction**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides fire fuels reduction. This amendment increases the maximum amount from \$18,315,500 to \$20,166,000 due to revising the scope of work to include forestry equipment and shrub and tree planting.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$18,315,500.00	\$18,315,500.00	\$18,315,500.00	Yes - Action
2. Amount of current amendment (#1):	\$1,850,500.00	\$1,850,500.00	\$1,850,500.00	Yes - Action
3. New maximum contract amount:	\$20,166,000.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

To reduce the risk of wildfires, fuels reduction and other services must be completed in various locations.

## 8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contract provides fuels reduction services for agencies that do not have the capability to do the work, and to assist when the volume of reduction services is such that staff cannot accomplish all work in a timely manner.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This RFQ is being awarded to 17 Vendors that qualified in the various scopes of work.

d. Last bid date: Anticipated re-bid date: 04/07/2025

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Sierra Peaks is currently contracted under RFQ 99SWC-S1426 Fire Fuels Management.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/31/2022 09:06:55 AM
Division Approval	gdavi6	01/31/2022 09:06:59 AM
Department Approval	ldeloach	01/31/2022 11:54:23 AM
Contract Manager Approval	nfese1	01/31/2022 12:00:58 PM
Budget Analyst Approval	laaron	02/14/2022 11:29:28 AM
BOE Agenda Approval	laaron	02/14/2022 11:29:31 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25444**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SUMMIT COMMUNITY SERVICES, LLC**Contractor Name: **SUMMIT MENTAL HEALTH**Address: **2915 W CHARLESTON BLVD  
SUITE 175**City/State/Zip: **LAS VEGAS, NV 89102-1910**Contact/Phone: **Cynthia Castillo 702-823-3910**Vendor No.: **T32008233**NV Business ID: **NV20131264033**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X Other funding 100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide ongoing services for case management, mental health, psychiatry, behavioral support, counseling, and rehabilitation.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,200,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

dba

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/25/2022 11:15:52 AM
Division Approval	gdavi6	01/25/2022 11:15:55 AM
Department Approval	ldeloach	01/25/2022 14:04:00 PM
Contract Manager Approval	rvradenb	02/03/2022 08:10:15 AM
Budget Analyst Approval	dspeed1	02/03/2022 16:29:32 PM
BOE Agenda Approval	laaron	02/07/2022 09:39:44 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25429**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **COVENANT OF LOVE UUL CORPORATION**Contractor Name: **UUL COVENANT OF LOVE**Address: **1100 N MARTIN LUTHER KING SUITE C**City/State/Zip: **LAS VEGAS, NV 89106**Contact/Phone: **Charlene Bynum 702-810-4830**Vendor No.: **T29020701A**NV Business ID: **NV20061221872**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2026**Contract term: **3 years and 337 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

**This is a new contract to provide services for assisted living, behavioral support, community based living arrangements, community work experience programs, counseling, early intervention, emergency shelter care, employment support, group home, marriage and family therapy, mental health, residential provider, safe-housing provider, social worker, substance abuse counseling, and supportive living arrangement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the personnel to perform these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a specialized service that requires specially trained individuals to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provided various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Multiple Agencies, Agencies are satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

dba

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	01/19/2022 12:46:31 PM
Division Approval	gdavi6	01/19/2022 12:46:33 PM
Department Approval	ldeloach	01/25/2022 10:57:59 AM
Contract Manager Approval	rvradenb	01/25/2022 13:44:27 PM
Budget Analyst Approval	dspeed1	01/31/2022 16:57:00 PM
BOE Agenda Approval	laaron	02/01/2022 12:15:08 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25333**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Visit Healthcare

Contractor Name: **Visit Healthcare**Address: **20 S Santa Cruz Ave Suite 300**City/State/Zip: **Los Gatos, CA 95030**

Contact/Phone: Emily Oestreicher 415-810-0428

Vendor No.: T29044933

NV Business ID: NV20222322199

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: 99SWC-S1777 GD

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **2 years and 306 days**4. Type of contract: **MSA**Contract description: **COVID-19 Testing**

5. Purpose of contract:

**This is a new contract to provide COVID-19 test and vaccination site services for state agencies and other government entities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State agencies and local governments are currently providing COVID-19 testing using a combination of National Guard staff, employees, temporary staff, and volunteers. These contracts will give entities additional options to provide test collection services if additional sites are needed or if current sites need to be transition to a contracted model.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Some using agencies do not have staffing resources or proper training to operate test collection sites, others are operating sites but need additional resources in preparation for a surge in COVID-19 cases.

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):

SJM Premier Medical Group LLC  
RedTag-19 LLC  
Premier Medical, Inc.  
OptumServ Health Services  
Ambulnz Holdings  
ABML-IEM LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Statewide solicitation is a request for qualifications, and all qualified vendors are awarded contracts. Using entities can solicit proposals from multiple contracted vendors.

d. Last bid date: 10/06/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	12/28/2021 16:28:52 PM
Division Approval	gdavi6	12/28/2021 16:28:55 PM
Department Approval	mstar2	12/28/2021 17:46:03 PM
Contract Manager Approval	gdavi6	01/07/2022 08:36:43 AM
Budget Analyst Approval	dspeed1	01/28/2022 16:13:28 PM
BOE Agenda Approval	laaron	01/31/2022 09:08:54 AM
BOE Final Approval	Pending	

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	014	GOVERNOR'S OFFICE - OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	GB & ASSOCIATES	FEDERAL	\$69,716	
	Contract Description:	This is a new contract to provide consultant services to oversee a fiber network development project.				
		Term of Contract:	12/16/2021 - 06/30/2022	Contract # 25305		
2.	015	GOVERNOR'S OFFICE OF FINANCE - BUDGET DIVISION	MOODY'S ANALYTICS, INC.	GENERAL	\$78,675	
	Contract Description:	This is the second amendment to the original contract which provides ongoing national and state economic historical data and projections. This information is needed for input into various state revenue projection models used by the Executive and Legislative branches to present information to the Technical Advisory Committee and the Economic Forum. This amendment extends the termination date from June 30, 2022 to June 30, 2024 and increases the maximum amount from \$88,247 to \$166,922 due to the continued need for these services.				
		Term of Contract:	07/01/2020 - 06/30/2022	Contract # 22820		
3.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE BUDGET ACCOUNT	WAYNE KLOMP DBA REAL NEVADA/GREAT BASIN LAW	OTHER: STATUTORY CONTINGENCY	\$45,000	Professional Service
	Contract Description:	This is a new contract to provide outside counsel services for case number 210C001821B Hollowood v. Cegavske.				
		Term of Contract:	01/06/2022 - 12/31/2022	Contract # 25487		
4.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	KINSORA INSTITUTE OF NEUROSCIENCE	OTHER: TORT CLAIM FUNDS	\$25,000	Professional Service
	Contract Description:	This is a new contract to provide expert witness services for case number A-20-807953-C Kobler v. Taxicab Authority et al.				
		Term of Contract:	02/08/2022 - 05/31/2022	Contract # 25526		
5.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	LEWIS BRISBOIS BISGAARD	OTHER: TORT CLAIM FUNDS	\$79,650	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides outside special counsel for the defense of legal proceedings filed against the Department of Corrections where a conflict of interest has arisen in the representation of the defendants. This amendment increases the maximum amount from \$65,000 to \$144,650 due to ongoing litigation.				
		Term of Contract:	01/01/2020 - 12/31/2023	Contract # 22498		
6.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	MARQUIS AURBACH COFFING, PC	OTHER: TORT CLAIM FUNDS	\$85,000	Professional Service
	Contract Description:	This is a new contract to provide outside counsel for a defendant in a lawsuit filed against the State of Nevada, Board of Regents, University of Nevada, Las Vegas, et al.				
		Term of Contract:	09/15/2021 - 06/30/2024	Contract # 25327		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ARBORPEST COMPANIES, LLC DBA SELECT SERVICES	OTHER: BUILDING RENTAL INCOME REVENUE	\$18,693	
	Contract Description:	This is a new contract to provide arborist services for state-owned buildings in southern Nevada.				
		Term of Contract:	02/08/2022 - 02/04/2026	Contract # 25306		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	LAKEVIEW ELECTRIC	OTHER: BUILDING RENTAL INCOME REVENUE	\$22,238	
	Contract Description:	This is a new contract to provide electrical services for state-owned buildings in northern Nevada.				
		Term of Contract:	02/08/2022 - 01/14/2026	Contract # 25088		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	QUALITY CONTROL SYSTEMS, INC. DBA QCS	OTHER: BUILDING RENTAL INCOME REVENUE	\$14,100	
	Contract Description:	This is a new contract to provide ongoing preventive maintenance service and repairs on the heating, ventilation and air conditioning system at the Nevada Historical Society in Reno.				
		Term of Contract:	02/08/2022 - 11/30/2025	Contract # 25308		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	AINSWORTH ASSOCIATES MECHANICAL ENGINEERS	BONDS	\$12,500	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Lovelock Correctional Center - Chilled Water Plant Renovation CIP project: CIP Project No. 21-M54; SPWD Contract No. 114432. This amendment increases the maximum amount from \$164,000 to \$176,500 due to the modification of the chilled water plant pump and the relocation of the piping system.				
		Term of Contract:	11/09/2021 - 06/30/2025	Contract # 24996		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	BEAR LABEL CONSULTING ENGINEERS	BONDS	\$37,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the High Desert State Prison - Dishwasher Replacement CIP project, to include mechanical, plumbing, and electrical engineering services required to replace the system: CIP Project No. 21-M32; SPWD Contract No. 114603.				
	Term of Contract:	02/08/2022 - 06/30/2025	Contract # 25517			
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	KGA ARCHITECTURE	OTHER: AGENCY FUNDED CIP	\$48,027	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Stein Hospital - Door Replacement and Exterior Repaint CIP project, to include construction documents, bidding, design and construction administration services for the door replacement and repainting project: CIP Project No. 22-A010; SPWD Contract No. 114588.				
	Term of Contract:	01/31/2022 - 06/30/2023	Contract # 25298			
13.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	BRUSTEIN & MANASEVIT, PLLC	FEDERAL	\$74,400	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides legal interpretations, advice and guidance on education grant requirements and allowances. This amendment extends the termination date from January 31, 2022 to November 30, 2025 and increases the maximum amount from \$24,800 to \$99,200 due to the continued need for these services.				
	Term of Contract:	12/06/2021 - 11/30/2025	Contract # 25157			
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	CAPTIONS UNLIMITED OF NEVADA, INC.	GENERAL 50% FEDERAL 50%	\$24,000	
	Contract Description:	This is a new contract to provide Communication Access Realtime Translation services for real-time captioning for employees who are hearing impaired.				
	Term of Contract:	01/14/2022 - 04/30/2022	Contract # 25421			

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	DIVERSIDAD, LLC	GENERAL	\$25,000	
		Contract Description:	This is a new contract to provide in-person translation services for patients.			
		Term of Contract:	02/04/2022 - 06/30/2022	Contract # 25504		
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	DEERFIELD SOLUTIONS, LLC	GENERAL	\$41,632	Sole Source
		Contract Description:	This is a new contract to provide a software license, support and maintenance for the Level of Care Utilization System for psychiatric and addiction services.			
		Term of Contract:	10/22/2021 - 10/22/2023	Contract # 25262		
17.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NEVADA CONTRACT CARPET, INC.	GENERAL	\$25,000	
		Contract Description:	This is a new contract to provide ongoing flooring installation and repair services.			
		Term of Contract:	04/01/2022 - 03/31/2024	Contract # 24978		
18.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - COMMUNICABLE DISEASES	GNOMON, INC.	FEDERAL	\$29,333	Sole Source
		Contract Description:	This is a new contract to provide ongoing maintenance services to the Nevada Electronic Review Database System.			
		Term of Contract:	01/01/2022 - 12/31/2022	Contract # 25320		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	STACEY CLARK DBA RYAN ATLAS HAIR	GENERAL	\$42,000	
	Contract Description:	This is a new contract to provide ongoing haircutting services for patients at the Northern Nevada Adult Mental Health Services facility and the Lake's Crossing Center.				
		Term of Contract:	01/18/2022 - 02/01/2026	Contract # 25273		
20.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	STRATEGIC PROGRESS, LLC	FEDERAL	\$74,520	
	Contract Description:	This is a new contract to provide draft regulations, update policies and procedures, create processes relating to commercially sexually exploited children and develop a process by which the division can accept gifts, grants and donations to establish and operate receiving centers pursuant to Senate Bill 274 from the 2021 Legislative Session.				
		Term of Contract:	01/27/2022 - 12/31/2023	Contract # 25374		
21.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	QUANTUM ELECTRIC, LLC	FEDERAL	\$24,885	
	Contract Description:	This is a new contract to provide installation of permanent power to the greenhouse.				
		Term of Contract:	02/14/2022 - 06/30/2022	Contract # 25420		
22.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	AAA AIR FILTER COMPANY, INC.	GENERAL 59% FEDERAL 41%	\$59,328	
	Contract Description:	This is a new contract to provide ongoing services to replace and clean the heating, ventilation and air conditioning system air filters located in southern Nevada.				
		Term of Contract:	02/01/2022 - 02/01/2026	Contract # 25323		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	DAVIS GLASS AND MIRROR, INC.	GENERAL 59% FEDERAL 41%	\$25,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing glass replacement, repair, and tinting service. This amendment increases the maximum amount from \$20,000 to \$45,000 due to an increase in the manufacturer's pricing and increased need for these services.				
		Term of Contract:	04/01/2019 - 03/31/2023	Contract # 21580		
24.	431	OFFICE OF THE MILITARY	RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS	GENERAL 50% FEDERAL 50%	\$89,350	
	Contract Description:	This is a new contract to provide ongoing maintenance, repair and inspection services of the heating, ventilation and air conditioning systems for facilities in Reno, Carson City and Fallon.				
		Term of Contract:	02/09/2022 - 03/15/2026	Contract # 25554		
25.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	GIDDENS MEMORIAL CHAPEL	OTHER: INMATE WELFARE FUNDS	\$16,650	
	Contract Description:	This is the first amendment to the original contract which provides transportation services for deceased inmates from Ely State Prison, Ely Conservation Camp and Wells Conservation Camp to the Clark County Medical Examiner to conduct required autopsies. This amendment increases the maximum amount from \$24,000 to \$40,650 due to the increased need for these services.				
		Term of Contract:	07/01/2020 - 06/30/2024	Contract # 23314		
26.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	STATE OF WASHINGTON	GENERAL	\$11,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide reimbursable costs associated with Prison Rape Elimination Act audit services.				
		Term of Contract:	02/14/2022 - 07/01/2024	Contract # 25280		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	440	DEPARTMENT OF CORRECTIONS - CARLIN CONSERVATION CAMP	CASHMAN EQUIPMENT COMPANY	GENERAL	\$16,254	
	Contract Description:	This is the fifth amendment to the original contract which provides ongoing generator preventative maintenance and repairs services for various correctional facilities throughout the state. This amendment increases the maximum amount from \$346,423.21 to \$362,676.96 due to emergency generator repairs at Southern Desert Correctional Center and Carlin Conservation Camp.				
		Term of Contract:	07/01/2020 - 06/30/2024	Contract # 23131		
28.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOODS DISTRIBUTION PROGRAM	WESTERN DOOR AND GATE, LLC	FEE: VARIOUS	\$45,740	
	Contract Description:	This is a new contract to provide a motorized gate and card reader at the Las Vegas office.				
		Term of Contract:	02/10/2022 - 06/30/2022	Contract # 25319		
29.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	CFR AUTO, LLC DBA CORWIN FORD	HIGHWAY	\$16,000	
	Contract Description:	This is a new contract to provide ongoing vehicle pickup and delivery services for used, excess or damaged state-owned vehicles.				
		Term of Contract:	03/01/2022 - 02/28/2026	Contract # 25461		
30.	702	DEPARTMENT OF WILDLIFE - CONSERVATION EDUCATION	TRUCKEE MEADOWS PARKS FOUNDATION	FEE: LICENSE PLATES	\$20,000	Sole Source
	Contract Description:	This is the first amendment to the original contract which provides ongoing wildlife education programming and volunteer services by supervising and mentoring AmeriCorps volunteers. This amendment increases the maximum amount from \$205,996 to \$225,996 due to the addition of two full-time AmeriCorps volunteers.				
		Term of Contract:	11/10/2020 - 10/31/2024	Contract # 23584		
31.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	COLORADO STATE UNIVERSITY	FEDERAL	\$30,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide sample testing from deer, elk and moose for chronic wasting disease.				
		Term of Contract:	01/02/2022 - 12/31/2025	Contract # 24886		
32.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	MATSON'S LABORATORY, LLC	FEE: PREDATOR 25% FEDERAL 75%	\$25,000	
	Contract Description:	This is a new contract to provide analysis services of aging animal teeth.				
		Term of Contract:	02/10/2022 - 01/08/2024	Contract # 25283		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
33.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - FACILITY AND GROUNDS MAINTENANCE-NON-EXEC	SUNRISE ENGINEERING, INC.	OTHER: STATE PARKS FACILITY & GROUNDS MAINTENANCE	\$77,500	
	Contract Description:	This is a new contract to provide engineering services for needed repairs on the dam located at the Echo Canyon State Park.				
		Term of Contract:	02/10/2022 - 09/30/2023	Contract # 25427		
34.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS - TAHOE BOND SALE-NON-EXEC	TAHOE DOUGLAS FIRE PROTECTION	OTHER: LAND MANAGEMENT 47% FEDERAL 53%	\$95,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide work crews for the Nevada Tahoe Resources Team that supports forest restoration in the Tahoe Basin.				
		Term of Contract:	02/04/2022 - 03/31/2025	Contract # 25412		
35.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - ADMINISTRATION	DEPARTMENT OF ADMINISTRATION - STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS	OTHER: COST ALLOCATION	\$21,422	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement which provides use of the OnBase software suite, providing document and record management services. This amendment extends the termination date from February 28, 2023 to June 30, 2023 and increases the maximum amount from \$127,002 to \$148,017 due to the continued need for these services.				
		Term of Contract:	05/11/2021 - 06/30/2023	Contract # 24112		
36.	740	DEPARTMENT OF BUSINESS AND INDUSTRY - ADMINISTRATION	CUSTOMER EXPRESSIONS CORPORATION	GENERAL	\$19,097	
	Contract Description:	This is the first amendment to the original contract which provides ongoing case management application hosting and access for the Consumer Affairs Unit. This amendment extends the termination date from February 1, 2022 to June 30, 2023 and increases the maximum amount from \$13,480.00 to \$32,576.97 due to the continued need for these services.				
		Term of Contract:	02/01/2022 - 06/30/2023	Contract # 25515		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - COMMON INTEREST COMMUNITIES	BARBARA FENSTER DBA BARBARA FENSTER MEDIATION & TRAINING	FEE: LICENSING AND ADMINISTRATIVE	\$25,000	
	Contract Description:	This is a new contract to provide ongoing mediation services.				
		Term of Contract:	02/07/2022 - 12/31/2023	Contract # 25186		
38.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - COMMON INTEREST COMMUNITIES	HENRY MELTON	FEE: LICENSING AND ADMINISTRATIVE	\$25,000	
	Contract Description:	This is a new contract to provide ongoing mediation services.				
		Term of Contract:	02/11/2022 - 12/31/2023	Contract # 25180		
39.	755	DEPARTMENT OF BUSINESS AND INDUSTRY - DIVISION OF FINANCIAL INSTITUTIONS	STEVE SPYROPOULOS DBA REUNION CONSULTING GROUP	FEE: LICENSING	\$12,000	
	Contract Description:	This is a new contract to provide a workflow review of the licensing process.				
		Term of Contract:	02/11/2022 - 06/30/2022	Contract # 25474		
40.	756	DEPARTMENT OF BUSINESS AND INDUSTRY - DIVISION OF MORTGAGE LENDING	STEVE SPYROPOULOS DBA REUNION CONSULTING GROUP	FEE: LICENSING	\$12,000	
	Contract Description:	This is a new contract to provide a workflow review of the licensing process.				
		Term of Contract:	02/11/2022 - 06/30/2022	Contract # 25414		
41.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	FIRST CLASS VENDING, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$40,000	
	Contract Description:	This is a new contract to provide coffee machine rentals for blind and visually impaired operators of Business Enterprises of Nevada program sites in southern Nevada.				
		Term of Contract:	02/01/2022 - 12/31/2025	Contract # 25413		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	AMERICAN SIGN LANGUAGE COMMUNICATION	GENERAL 21.3% FEDERAL 78.7%	\$49,500	
	Contract Description:	This is a new contract to provide an American Sign Language interpreter, Communication Access Realtime Translation and Certified Deaf Interpreter services to clients and staff.				
		Term of Contract:	02/10/2022 - 01/31/2024	Contract # 25535		
43.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - ADMINISTRATION	HILLTOP REFRIGERATION, INC.	FEDERAL 69% OTHER: BUSINESS ENTERPRISES OF NEVADA, EMPLOYMENT SECURITY DIVISION SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.1% GENERAL 1.9%	\$31,000	
	Contract Description:	This is a new contract to provide regular maintenance and emergency services for heating, ventilation and air conditioning in northern Nevada facilities.				
		Term of Contract:	02/12/2022 - 12/10/2025	Contract # 25294		
44.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES	JAMES R. WELLS, DBA JRW CONSULTING, LLC	OTHER: COST ALLOCATION	\$91,000	
	Contract Description:	This is a new contract to provide financial consulting services as a Certified Public Accountant for the Unemployment Trust Fund, Benefits, and Clearing Accounts reconciliation and annual audit, and year-end State Controller's Office Annual Comprehensive Financial Report.				
		Term of Contract:	02/12/2022 - 12/31/2023	Contract # 25270		
45.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	BULLETPROOF SOLUTIONS, INC.	FEE: CARRIER	\$99,500	
	Contract Description:	This is a new contract to provide security audit services required by the Centers for Medicare and Medicaid Services.				
		Term of Contract:	01/18/2022 - 01/31/2023	Contract # 25190		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
46.	B022	LICENSING BOARDS AND COMMISSIONS - PHARMACY - NON-EXEC	KAEMPFER CROWELL	FEE: LICENSURE	\$48,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides lobbying and regulation development assistance. This amendment extends the termination date from February 28, 2022 to February 28, 2024 and increases the maximum amount from \$48,000 to \$96,000 due to the continued need for these services.				
		Term of Contract:	03/01/2020 - 02/28/2024	Contract # 23345		

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25305**

Agency Name: <b>OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY</b>	Legal Entity Name: <b>GB &amp; Associates</b>
Agency Code: <b>014</b>	Contractor Name: <b>GB &amp; Associates</b>
Appropriation Unit: <b>1003-25</b>	Address: <b>10706 Misty Meadows Dr.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89521</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>Gary Bayer 408/728/0910</b>
	Vendor No.: <b>T32011891</b>
	NV Business ID: <b>NV20222328181</b>

To what State Fiscal Year(s) will the contract be charged? **2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/16/2021**Anticipated BOE meeting date **02/2022**Retroactive? **Yes**

If "Yes", please explain

**A series of meetings with State agencies had been scheduled to discuss connectivity needs at State facilities. The contracting process took longer than expected due to some delays in completing and obtaining the required paperwork. Mr. Bayer's presence in the series of meetings with other State agencies and local governments while the contract process was being finalized was essential to projects' success.**

3. Termination Date: **06/30/2022**Contract term: **195 days**4. Type of contract: **Contract**Contract description: **Fiber Consulting**

5. Purpose of contract:

**This is a new contract to provide consultant services to oversee a fiber network development project from start to finish.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$69,716.00**

Payment for services will be made at the rate of \$60.10 per hour

Other basis for payment: a total of 1,160 hours

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada will receive at minimum \$235 million in federal funding for broadband infrastructure development. Part of that federal funding may be used for administration of the infrastructure programs. OSIT requires additional expertise from an individual that has experience building and maintaining fiber networks in order to ensure the State's expenditure of funds is successful. Therefore, OSIT intends to enter into a contract for consulting services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees lack the expertise required for this work. Further, OSIT is a small agency and its employees are unable to dedicate the time required to administer this new federal program and complete its statutory obligations.

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):

E-Rate Central  
Mighty River  
Gary Bayer

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

**THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.**

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

**No** If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**No** b. If "NO", please explain.

**THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.**

19. Agency Field Contract Monitor:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	12/20/2021 08:19:54 AM
Division Approval	tmilazz1	12/22/2021 11:28:51 AM
Department Approval	ssands	12/30/2021 09:40:33 AM
Contract Manager Approval	ssands	01/14/2022 14:39:37 PM
Budget Analyst Approval	mranks1	01/14/2022 15:06:49 PM



Steve Sisolak  
Governor

**GOVERNOR'S OFFICE OF SCIENCE,  
INNOVATION & TECHNOLOGY**

100 North Stewart Street,  
Suite 220  
Carson City, Nevada 89701  
775-687-0987 Fax: 775-687-0990



Brian L. Mitchell  
Director

**MEMO**

DATE: December 22, 2021

TO: Michele Vietti

FROM: Brian Mitchell, Director

A handwritten signature in blue ink, appearing to be "BM", written over the name "Brian Mitchell, Director".

SUBJECT: Retroactive Start Date for Gary Bayer

---

This memo requests a retroactive start date for the contract with Gary Bayer. OSIT is contracting with Mr. Bayer due to his expertise in building fiber networks. A series of meetings with State agencies had been scheduled to discuss connectivity needs at State facilities. The contracting process took longer than expected due to some delays in completing and obtaining the required paperwork. Mr. Bayer's presence in the series of meetings with other State agencies and local governments while the contract process was being finalized was essential to projects' success. OSIT doesn't expect the confluence of events that culminated in the necessity of a retroactive start date to be repeated.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **22820** Amendment Number: **2**

Agency Name: **GOVERNOR'S FINANCE OFFICE** Legal Entity Name: **MOODY'S ANALYTICS, INC.**

Agency Code: **015** Contractor Name: **MOODY'S ANALYTICS, INC.**

Appropriation Unit: **1340-10** Address: **121 NORTH WALNUT STREET SUITE 500**

Is budget authority available?: **Yes** City/State/Zip: **WEST CHESTER, PA 19380-3166**

If "No" please explain: Not Applicable Contact/Phone: **Jason.Ascher@moodys.com 301/328-9553**

Vendor No.: **T27024326**

NV Business ID: **NOT APPLICABLE**

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2020**

Anticipated BOE meeting date 02/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2022**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Economic Projections**

## 5. Purpose of contract:

**This is the second amendment to the original contract that provides ongoing national and state economic historical data and projections. This information is needed for input into various state revenue projection models used by the Executive and Legislative branches to present information to the Technical Advisory Committee and the Economic Forum. This amendment extends the termination date from June 30, 2022 to June 30, 2024 and increases the maximum amount from \$88,247 to \$166,922 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:	\$72,747.00	\$72,747.00	\$72,747.00	Yes - Action
a. Amendment 1:	\$15,500.00	\$15,500.00	\$15,500.00	Yes - Info
2. Amount of current amendment (#2):	\$78,675.00	\$78,675.00	\$94,175.00	Yes - Info
3. New maximum contract amount:	\$166,922.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Information is needed for input into various state revenue projection models used by the executive and legislative branches to construct presentations to the Technical Advisory Committee and the Economic Forum, and to make informed housing policy decisions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The contractor has access to data that is not accessible to state employees

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

- d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

- b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or 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:

July 2008 - present - satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

**The contractor does not perform work in Nevada**

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**The contractor does not perform work in Nevada**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

**The contractor does not perform work in Nevada**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcarlso4	12/10/2021 15:11:49 PM
Division Approval	tmilazz1	12/17/2021 14:37:09 PM
Department Approval	ssands	01/19/2022 13:11:35 PM
Contract Manager Approval	aalvare1	01/20/2022 09:35:18 AM
Budget Analyst Approval	myoun3	01/21/2022 08:32:25 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25487**

Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: <b>WAYNE KLOMP DBA REAL NEVADA/GREAT BASIN LAW</b>
Agency Code: <b>030</b>	Contractor Name: <b>WAYNE KLOMP DBA REAL NEVADA/GREAT BASIN LAW</b>
Appropriation Unit: <b>1030-04</b>	Address: <b>1783 TREK TRAIL</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89521</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>WAYNE KLOMP 775-770-0386</b>
	Vendor No.: <b>T32011936</b>
	NV Business ID: <b>NV20212152151</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % STATUTORY CONTINGENCY</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/06/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **Yes**

If "Yes", please explain

**The Office of the Attorney General is requesting this contract to be retroactive to January 6, 2022 due to a conflict of interest identified upon service of the petition on 12/29/2021, forcing the OAG to quickly retain outside counsel for Secretary Cegavske's defense.**

3. Termination Date: **12/31/2022**Contract term: **359 days**4. Type of contract: **Contract**Contract description: **Outside counsel**

5. Purpose of contract:

**This is a new contract to provide outside counsel services for case number 210C001821B Hollowood v. Cegavske.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This contractor will provide conflict counsel to Barbara K. Cegavske, who is sued in her official capacity as a Secretary of State to the State of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise needed for this matter.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Leslie Nino Piro, General Counsel Ph: 702-486-3077

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cdavis	01/20/2022 10:32:22 AM
Division Approval	jhoba2	01/20/2022 10:42:30 AM
Department Approval	jhoba2	01/20/2022 10:42:34 AM
Contract Manager Approval	Iramire7	01/21/2022 08:49:20 AM
Budget Analyst Approval	jcoope8	02/04/2022 13:30:47 PM

AARON D. FORD  
*Attorney General*

CAROLINE BATEMAN  
*First Assistant Attorney General*

CHRISTINE JONES BRADY  
*Second Assistant Attorney General*



JESSICA L. ADAIR  
*Chief of Staff*

LESLIE NINO PIRO  
*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:** January 20, 2022

**To:** Jennifer Hamilton, Executive Branch Budget Officer  
Governor's Finance Office

**From:** Lesley Volkov, Management Analyst II

**Subject:** Retroactive Approval for contract #25487 for Wayne Klomp DBA  
Real Nevada

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The Office of the Attorney General is requesting this contract to be retroactive to January 6, 2022 due to a conflict of interest identified upon service of the petition on 12/29/2021, forcing the OAG to quickly retain outside counsel for Secretary Cegavske's defense.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25526**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1348-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KINSORA INSTITUTE OF**Contractor Name: **KINSORA INSTITUTE OF**Address: **NEUROSCIENCE**City/State/Zip: **716 S 6TH ST  
LAS VEGAS, NV 89101-6922**Contact/Phone: **702/382-1960**Vendor No.: **T80984742**NV Business ID: **NV20001443681**To what State Fiscal Year(s) will the contract be charged? **2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Tort Claim funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/31/2022**Contract term: **111 days**4. Type of contract: **Contract**Contract description: **Expert Witness**

5. Purpose of contract:

**This is a new contract to provide expert witness services for case number A-20-807953-C Kobler v. Taxicab Authority et al.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Dr. Kinsora will be reviewing Plaintiff's medical records, issue a written opinion and provide any necessary rebuttal and testimony for this matter.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise needed for this case.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Nancy Katafias, Tort Claims Manager Ph: 775-684-1252

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cdavis	01/31/2022 16:05:33 PM
Division Approval	jhoba2	01/31/2022 16:05:46 PM
Department Approval	jhoba2	01/31/2022 16:05:49 PM
Contract Manager Approval	Iramire7	02/02/2022 09:30:20 AM
Budget Analyst Approval	jcoope8	02/08/2022 07:56:56 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **22498**Amendment Number: **2**Agency Name: **ATTORNEY GENERAL'S OFFICE**Legal Entity Name: **LEWIS BRISBOIS BISGAARD**Agency Code: **030**Contractor Name: **LEWIS BRISBOIS BISGAARD**Appropriation Unit: **1348-15**Address: **& SMITH, LLP**Is budget authority available?: **Yes****6385 S. Rainbow Blvd Ste. 600**City/State/Zip: **LAS VEGAS, NV 89118**

If "No" please explain: Not Applicable

Contact/Phone: **702-693-1712**Vendor No.: **T29037220**NV Business ID: **NV20041000755**To what State Fiscal Year(s) will the contract be charged? **2020-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % TORT CLAIM FUNDS</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **12/31/2023**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is the second amendment to the original contract which provides outside special counsel for the defense of legal proceedings filed against the Department of Corrections where a conflict of interest has arisen in the representation of the defendants. This amendment will increase the maximum amount from \$65,000 to \$144,650 due to ongoing litigation.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
a. Amendment 1:	\$40,000.00	\$40,000.00	\$65,000.00	Yes - Action
2. Amount of current amendment (#2):	\$79,650.00	\$79,650.00	\$79,650.00	Yes - Info
3. New maximum contract amount:	\$144,650.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Because of heavy workload on other important matters and specialized subject matter expertise required

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The OAG is currently using this vendor and their performance has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLP

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cdavis	01/24/2022 12:06:36 PM
Division Approval	jhoba2	01/24/2022 13:03:10 PM
Department Approval	jhoba2	01/24/2022 13:03:14 PM
Contract Manager Approval	Iramire7	01/24/2022 13:17:56 PM
Budget Analyst Approval	jcoope8	02/08/2022 08:28:57 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25327**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1348-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MARQUIS AURBACH COFFING PC**Contractor Name: **MARQUIS AURBACH COFFING PC**Address: **10001 PARK RUN DR**City/State/Zip: **LAS VEGAS, NV 89145-8857**Contact/Phone: **702/942-2126**Vendor No.: **T81035998**NV Business ID: **NV19721001853**To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Tort Claim Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/15/2021**Anticipated BOE meeting date **02/2022**Retroactive? **Yes**

If "Yes", please explain

**We are requesting this contract to be retroactive to September 15, 2021 due to the prior contract had terminated and we did not anticipate needing additional services by this vendor. However, the litigation changed, and we now need to continue services with this matter.**

3. Termination Date: **06/30/2024**Contract term: **2 years and 289 days**4. Type of contract: **Contract**Contract description: **Outside Counsel**

5. Purpose of contract:

**This is a new contract to provide outside counsel for a defendant in a lawsuit filed against the State of Nevada, Board of Regents University of Nevada Las Vegas, et al.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$85,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**he Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases along to fully protect the State's interests. Therefore, outside counsel is needed in this litigation.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise needed for this matter.**

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The OAG currently uses this Contractor for outside counsel and their services have been performed satisfactorily.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Nancy Katafias , Tort Claims Manager Ph: 775-684-1252

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhoba2	12/22/2021 14:41:38 PM
Division Approval	jhoba2	12/22/2021 14:41:40 PM
Department Approval	jhoba2	12/22/2021 14:41:42 PM
Contract Manager Approval	Iramire7	12/28/2021 09:15:29 AM
Budget Analyst Approval	jcoope8	01/27/2022 09:44:11 AM

AARON D. FORD  
*Attorney General*

CAROLINE BATEMAN  
*First Assistant Attorney General*

CHRISTINE JONES BRADY  
*Second Assistant Attorney General*



JESSICA L. ADAIR  
*Chief of Staff*

LESLIE NINO PIRO  
*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:** December 22, 2021

**To:** Jennifer Hamilton, Executive Branch Budget Officer  
Governor's Finance Office

**From:** Lesley Volkov, Management Analyst II

**Subject:** Retroactive Approval for contract # 25327 Marquis Aurbach  
Coffing

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We are requesting this contract to be retroactive to September 15, 2021 due to the prior contract had terminated and we did not anticipate needing additional services by this vendor. However, the litigation changed, and we now need to continue services with this matter.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25306**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ARBORPEST COMPANIES LLC DBA SELECT SERVICES**Contractor Name: **ARBORPEST COMPANIES LLC DBA SELECT SERVICES**Address: **2550 CHANDLER AVE STE 2**City/State/Zip: **LAS VEGAS, NV 89120-4015**Contact/Phone: **James Knieriem 702-479-3019**Vendor No.: **T29039232**NV Business ID: **NV20101855548**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Building Rental Income Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/04/2026**Contract term: **3 years and 362 days**4. Type of contract: **Contract**Contract description: **Arborist**

5. Purpose of contract:

**This is a new contract to provide arborist services for state-owned buildings in southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,692.80**

Other basis for payment: Arborist consulting - \$110/hr; Tree Crew 3-man, \$255/hr, 2-man, \$170/hr, 1-man \$125/hr; Plant health care - Equipment and labor only - \$125/hr + material cost

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Buildings and Grounds requires as needed vendor to perform arborist services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Buildings and Grounds lacks the expertise and equipment to perform arborist services.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Davey Tree Service  
Tree Solutions  
Select Services**
b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Select Service was one of two bids chosen. All other vendors chose to not participate in bidding.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Noel Lopez, Program Officer 1 Ph: 775/684-1801

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	12/20/2021 08:18:01 AM
Division Approval	tmilazz1	12/20/2021 14:18:37 PM
Department Approval	ssands	12/21/2021 08:11:19 AM
Contract Manager Approval	aalvare1	02/04/2022 10:16:15 AM
Budget Analyst Approval	nkephart	02/08/2022 13:45:14 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25088**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	Lakeview Electric
Agency Code:	<b>082</b>	Contractor Name:	<b>Lakeview Electric</b>
Appropriation Unit:	<b>1349-12</b>	Address:	<b>4111 Gentry Lane</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Carson City, NV 89701</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Eric Keller 775/232-7023
		Vendor No.:	T29044731
		NV Business ID:	NV20191512835

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Building Rental Income Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/14/2026**Contract term: **3 years and 341 days**4. Type of contract: **Contract**Contract description: **Electrical Services**

5. Purpose of contract:

**This is a new contract to provide electrical services throughout northern Nevada's state-owned buildings.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,237.74**

Other basis for payment: Foreman/Journey \$106/per hr; Overtime \$159/per hr; One (1) hr min. service call; Material cost (inc tax &amp; freight) plus 15% overhead &amp; profit

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Buildings and Grounds requires an as needed vendor to perform electrical services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Buildings and Grounds lacks the expertise and man power to perform electrical services.**

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Lumens Electric  
Briggs Electric  
Lakeview Electric  
The Happy Outlet  
KD Electric

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lakeview Electric was one of two bids chosen. All other vendors chose to not participate in bidding.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Lopez, Noel, Program Officer 1 Ph: 775/684-1801

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	10/12/2021 14:05:02 PM
Division Approval	tmlazz1	10/13/2021 11:23:07 AM
Department Approval	ssands	01/31/2022 11:16:20 AM
Contract Manager Approval	aalvare1	01/31/2022 15:56:15 PM
Budget Analyst Approval	nkephart	02/08/2022 15:59:28 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25308**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>QUALITY CONTROL SYSTEMS INC dba QCS</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>QUALITY CONTROL SYSTEMS INC dba QCS</b>
Appropriation Unit:	<b>1349-12</b>	Address:	<b>61 CONTINENTAL DR STE 200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89509-3432</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>GLENDIA HUBBARD 775-359-1691</b>
		Vendor No.:	<b>T80912477</b>
		NV Business ID:	<b>NV20212224316</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % BUILDING RENTAL INCOME REVENUE</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/30/2025**Contract term: **3 years and 296 days**4. Type of contract: **Contract**Contract description: **HVAC Maintenance**

5. Purpose of contract:

**This is a new contract which provides ongoing preventive maintenance service and repairs on the heating, ventilation, and air conditioning system at the Nevada Historical Society in Reno, Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,100.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**HVAC systems controls the overall climate in a building, maintain good indoor air quality, adequate ventilation with filtration that provides occupants a comfortable environment. HVAC service is important for the safety, health and working conditions for all State employees and public.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**B&G does not have the personnel to handle HVAC repair and maintenance**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):

Quality Control System  
RHP Mechanical Systems  
Building Control Solutions  
Air Systems Service & Consulting

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Lopez, Noel, Program Officer I Ph: 775-684-1801

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	12/20/2021 08:19:38 AM
Division Approval	tmilazz1	12/22/2021 11:07:26 AM
Department Approval	ssands	12/30/2021 14:57:33 PM
Contract Manager Approval	aalvare1	02/02/2022 08:33:31 AM
Budget Analyst Approval	nkephart	02/08/2022 12:50:32 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24996**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **AINSWORTH ASSOCIATES  
MECHANICAL ENGINEERS**Agency Code: **082**Contractor Name: **AINSWORTH ASSOCIATES  
MECHANICAL ENGINEERS**Appropriation Unit: **1550-20**Address: **1420 HOLCOMB AVE., STE. 201**Is budget authority  
available?: **Yes**City/State/Zip **RENO, NV 89502-8003**

If "No" please explain: Not Applicable

Contact/Phone: **775-502-4241**Vendor No.: **T27012245A**NV Business ID: **NV20201704362**To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **114432**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **11/09/2021**  
Examiner's approval?Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2025**  
Termination Date:Contract term: **3 years and 233 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

**This is the first amendment to the original contract which provides professional architectural/engineering services for the Lovelock Correctional Center - Chilled Water Plant Renovation CIP project: CIP Project No. 21-M54; SPWD Contract No. 114432. This amendment increases the maximum amount of \$164,000 to \$176,500 due to the modification of the chilled water plant pump and piping system relocation.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$164,000.00	\$164,000.00	\$164,000.00	Yes - Action
2. Amount of current amendment (#1):	\$12,500.00	\$12,500.00	\$12,500.00	Yes - Info
3. New maximum contract amount:	\$176,500.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2021 Leg approved 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 the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.w

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	01/07/2022 11:54:07 AM
Division Approval	nmann	01/07/2022 11:54:11 AM
Department Approval	nmann	01/07/2022 11:54:15 AM
Contract Manager Approval	lwildes	01/13/2022 14:35:49 PM
Budget Analyst Approval	nkephart	01/14/2022 12:45:55 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25517**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>BEAR LABEL CONSULTING ENGINEERS</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>BEAR LABEL CONSULTING ENGINEERS</b>
Appropriation Unit:	<b>1550-17</b>	Address:	<b>133 E WARM SPRINGS RD., #102</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702-745-2327</b>
		Vendor No.:	<b>T32011918</b>
		NV Business ID:	<b>NV20171554741</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 114603

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **3 years and 142 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the High Desert State Prison Dishwasher Replacement CIP project, to include mechanical, plumbing, and electrical engineering services to design the system needed for the replacement: CIP Project No. 21-M32; SPWD Contract No. 114603.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,000.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2021 leg approved 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 the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Elmer, Garrett, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	01/31/2022 14:32:33 PM
Division Approval	nmann	01/31/2022 14:32:35 PM
Department Approval	nmann	01/31/2022 14:32:38 PM
Contract Manager Approval	lwildes	01/31/2022 14:34:22 PM
Budget Analyst Approval	nkephart	02/08/2022 15:32:06 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25298**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>KGA ARCHITECTURE</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>KGA ARCHITECTURE</b>
Appropriation Unit:	<b>All Appropriations</b>	Address:	<b>9075 W. DIABLO DR. FL. 3</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>LAS VEGAS, NV 89148-7604</b>
If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 3161, expenditure category 95, Deferred Maintenance.		Contact/Phone:	<b>702-367-6900</b>

Vendor No.: T80931708  
NV Business ID: NV19771007004

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Agency funded CIP</b>

Agency Reference #: 114588

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/31/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **1 year and 149 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Stein Hospital Door Replacement and Exterior Repaint CIP project, to include construction documents, bidding and review of submittals, design, and construction administration for the door replacement and repainting project: CIP Project No. 22-A010; SPWD Contract No. 114588.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,027.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2021 Leg approved 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 the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
 b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Pang, Justus, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	01/18/2022 16:19:21 PM
Division Approval	nmann	01/18/2022 16:19:24 PM
Department Approval	nmann	01/18/2022 16:19:26 PM
Contract Manager Approval	lwildes	01/20/2022 09:35:52 AM
Budget Analyst Approval	nkephart	01/31/2022 15:25:44 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **25157** Amendment Number: **1**

Agency Name: **STATE PUBLIC CHARTER SCHOOL AUTHORITY** Legal Entity Name: **BRUSTEIN & MANASEVIT PLLC**

Agency Code: **315** Contractor Name: **BRUSTEIN & MANASEVIT PLLC**

Appropriation Unit: **2711-13** Address: **1023 15TH ST NW STE 500**

Is budget authority available?: **Yes** City/State/Zip: **WASHINGTON, DC 20005-2602**

If "No" please explain: Not Applicable Contact/Phone: **Tiffany W. Kessler 202/965-3652**

Vendor No.: **T27009273**

NV Business ID: **NV20141168490**

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/06/2021**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **01/31/2022**

Termination Date:

Contract term: **3 years and 360 days**4. Type of contract: **Contract**Contract description: **Attorney services**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides legal interpretations, advice, and guidance on education grant requirements and allowances. This amendment extends the termination date from January 31, 2022 to November 30, 2025 and increases the maximum amount from \$24,800.00 to \$99,200.00 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:	\$24,800.00	\$24,800.00	\$24,800.00	Yes - Info
2. Amount of current amendment (#1):	\$74,400.00	\$74,400.00	\$99,200.00	Yes - Info
3. New maximum contract amount:	\$99,200.00			
and/or the termination date of the original contract has changed to:	11/30/2025			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The SPCSA was designated a Local Educational Agency (LEA) by legislation enacted during the 2019 session. This new designation and the fact that the SPCSA does not operate like the 17 other LEAs in Nevada has presented some challenges in administration of some education grants. It is critical that the SPCSA have access to legal interpretation and guidance on how to navigate and comply with specific grant requirements. Brustein & Manasevit, PLLC is a nationally recognized law firm with subject matter expertise in the area federal education grants and can assist the SPCSA with the necessary advice.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ attorneys with education grants expertise.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Pursuant to NAC 333.150(2)(b)(4), competitive selection for the award of this contract is not necessary.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been engaged under contract with the Department of Education; services were satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
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

jbauer

01/26/2022 11:01:40 AM

Division Approval	jbauer	01/26/2022 11:01:43 AM
Department Approval	jbauer	01/26/2022 11:01:45 AM
Contract Manager Approval	jbauer	01/26/2022 11:01:47 AM
Budget Analyst Approval	vfajota	01/27/2022 10:27:14 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25421**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Captions Unlimited of Nevada, Inc.
Agency Code:	<b>403</b>	Contractor Name:	<b>Captions Unlimited of Nevada, Inc.</b>
Appropriation Unit:	<b>3158-04</b>	Address:	<b>PO Box 20905</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89515</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Denise Hinxman 775-746-3534
		Vendor No.:	T81082135
		NV Business ID:	NV19971149411

To what State Fiscal Year(s) will the contract be charged? **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.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/14/2022**

Anticipated BOE meeting date 01/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2022**Contract term: **105 days**4. Type of contract: **Contract**Contract description: **CART Services**

5. Purpose of contract:

**This is a new contract to provide Communication Access Realtime Translation (CART) Services for real-time captioning for employees who are hearing impaired.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Payment for services will be made at the rate of \$105.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State is required to provide services for American Sign Language (ALS)/Communication Access Realtime Translation (CART) Services for the public as needed. This is to provide CART Services for real time captioning for DHCFP employees who are hearing impaired as a reasonable accommodation for work-related activities.

This is a short-term contract to allow time for the Statewide MSA contract to be completed, anticipated to be placed on the March 8, 2022 BOE agenda. The current Statewide MSA contract expires 1/15/22.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees cannot perform these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only bid returned.

d. Last bid date: 10/19/2018 Anticipated re-bid date: 12/30/2021

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

State Purchasing - MSA for Translation Interpretation.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cluevan1	01/12/2022 12:44:13 PM
Division Approval	ltuttl1	01/12/2022 12:45:39 PM
Department Approval	pburrel1	01/13/2022 16:41:35 PM
Contract Manager Approval	ltuttl1	01/14/2022 09:49:18 AM
Budget Analyst Approval	laaron	01/14/2022 10:58:44 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25504**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>DIVERSIDAD, LLC.</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>DIVERSIDAD, LLC.</b>
Appropriation Unit:	<b>3161-04</b>	Address:	<b>828 COLINA ALTA PL</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89138-4523</b>
If "No" please explain:	Not Applicable	Contact/Phone:	David Loaiza-Funk 702/703-4895
		Vendor No.:	T29042158
		NV Business ID:	NV20181235367
To what State Fiscal Year(s) will the contract be charged?	<b>2022</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17964

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/04/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **145 days**4. Type of contract: **Contract**Contract description: **Language Translation**

5. Purpose of contract:

**This is a new contract to provide in-person translation services for patients.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$25,000.00 per Year

Other basis for payment: Payable upon receipt of invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The population of non-English speaking clients at Southern Nevada Adult Mental Health is increasing. The need for in-person translation is required for special handling and consideration with consumers. The Center for Medicare and Medicaid Services (CMS) states that patients have the right to be fully informed in language that he or she can understand of his or her health status.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the language expertise and training with the court systems to perform these duties.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 01/12/2022 Anticipated re-bid date: 07/01/2022

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

2020 - January 2022. Quality of service was satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is 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:

Aaron Bomer, Director Social Work Ph: 702-486-0774

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	01/27/2022 11:18:19 AM
Division Approval	rmille8	01/27/2022 15:30:05 PM
Department Approval	lsherych	01/27/2022 16:29:15 PM
Contract Manager Approval	rmille8	01/28/2022 14:34:18 PM
Budget Analyst Approval	kanders2	02/04/2022 12:48:58 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25262**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	Deerfield Solutions, LLC
Agency Code:	<b>406</b>	Contractor Name:	<b>Deerfield Solutions, LLC</b>
Appropriation Unit:	<b>3161-26</b>	Address:	<b>800 East Main St.</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Bradford, PA 16701</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Matthew Monago 814-817-1400
		Vendor No.:	T32011747
		NV Business ID:	NV20212260016

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/22/2021**

Anticipated BOE meeting date 03/2022

Retroactive? **Yes**

If "Yes", please explain

**The original Vendor, Deerfield Behavioral Health, Inc. dissolved. Deerfield Solutions, LLC was formed to provide ongoing services for LOCUS to DPBH. The new company took longer than expected to obtain the required Nevada Business License and subsequent Controller's Vendor ID for payment. Meanwhile, the vendor submitted a Maintenance Agreement and due to the SAM changes that was implemented at the September 14, 2201 BOE a solicitation waiver and contract needed to be completed and approved.**

3. Termination Date: **10/22/2023**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Software**

5. Purpose of contract:

**This is a new contract to provide software license, support and maintenance for the Level of Care Utilization System for Psychiatric and Addiction Services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,632.00**

Payment for services will be made at the rate of \$20,816.00 per Year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Federal and State requirements for ongoing Level of Care Utilization Assessments and Reporting.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

SNAMHS/NNAMHS do not have the tools or resources to report Level of Care Utilization without the assistance of the LOCUS system.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 211104**

**Approval Date: 11/16/2021**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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 with DPBH, satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

**NT7 Business License Other**

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	rmille8	01/10/2022 12:28:31 PM
Division Approval	rmille8	01/11/2022 11:17:00 AM
Department Approval	Isherych	01/13/2022 09:18:48 AM
Contract Manager Approval	rmille8	01/13/2022 10:15:08 AM
EITS Approval	daxtel1	01/13/2022 17:19:48 PM
Budget Analyst Approval	kanders2	02/08/2022 15:13:40 PM



**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

<b>Purchasing Use Only:</b>	
Approval#:	211104 @

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

<b>1a</b>	<b>Agency Contact Information - Note:</b> Approved copy will be sent to <u>only</u> the contact(s) listed below:		
	<b>ENTER STATE AGENCY NAME:</b>	Division of Public and Behavioral Health Southern Nevada Adult Mental Health Services Northern Nevada Adult Mental Health Services	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Joanne Malay, Deputy Administrator	702-486-8894	jmalay@health.nv.gov
	Christina Brook, Agency Manager	775-688-2010	cbrooks@health.nv.gov
	Ronda Miller, MA III	775-684-5932	rondamiller@health.nv.gov

<b>1b</b>	<b>Vendor Information:</b>	
	Vendor Name:	Deerfield Solutions, LLC
	Contact Name:	Matthew Monago
	Complete Address:	800 East Main Street
	City, State, and Zip Code	Bradford, PA 16701
	Telephone Number:	814-877-1400 x 1296
	Email Address:	mmonago@JourneyHealth.org

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	X
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>				
	Is this a new Contract? Check One:	Yes:	X	No:	
	Amendment Number:	#			
	<b>Enter CETS Number:</b>				

<b>1e</b>	<b>Term:</b>				
	One (1) Time Purchase? Check One:	Yes:		No:	X
	Contract:	Start Date:	9/1/2021	End Date:	9/30/2023

Rec'd 11/09/21

<b>Purchasing Use Only:</b>	
Approval #:	211104 ②

1f	<b>Funding:</b>	
	State Appropriated:	50% - 3161 25% - 3162 25% - 3648
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:</b>
	\$41,632.00

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	<p><i>LOCUS On-Prem/Locus Integration is the Level of Care Utilization for Psychiatric and Addiction Services software application in use by DPBH. LOCUS provides SNAMHS/NNAMHS the ability to gather required Federal and State clinical data to produce Level of Care Assessments and reports.</i></p> <p><i>SNAMHS/NNAMHS uses LOCUS to collect client data directly related to the LOCUS and CALOCUS assessments, including the entire result set, prior level of care, current level of care, recommended level of care, and reasons for overriding the recommendation.</i></p>

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	<p><i>The Level of Care Utilization System (LOCUS) was created by the American Association of Community Psychiatrists to provide Mental Health and co-occurring Substance Abuse Providers with a standardized tool to ensure scarce healthcare resources are consistently utilized in the most effective and efficient manner possible.</i></p>

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	<p><i>SNAMHS/NNAMHS had an ongoing agreement with Deerfield Behavioral Health, Inc. to provide LOCUS application and services. This company was dissolved and Deerfield Solutions, LLC is the new vendor who will continue to provide LOCUS services to the state for Level of Care Utilization. The data collection for Level of Care Utilization is contained within myAvatar EHR, to reproduce this system with another vendor would be costly and would delay ongoing assessments and reporting.</i></p>

5	<b>Were alternative services or commodities evaluated?</b>	<b>Check One:</b>	
		Yes	No
a.	<i>If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.</i>		

b. If not, why were alternatives not evaluated?

*The Level of Care Utilization System (LOCUS) was created by the American Association of Community Psychiatrists to provide Mental Health and co-occurring Substance Abuse Providers and we are not aware of any other providers of this service. This service integrates with myAvatar EHR to provide client assessments and meet federal and state reporting requirements.*

~~Purchasing Use Only:~~

~~Approval #:~~

6	Has the agency purchased this service or commodity in the past? Check One:				Yes	No
	NOTE: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u>				X	
	a. If yes, starting with the most recent contract and working backward, for the <u>entire</u> relationship with this vendor, or any other vendor for this service or commodity, the following information <u>must</u> be provided:					
	Term		Value	Short Description	Type of Procurement ENTER RFP#, RFQ#, Waiver #	
	Start Date	End Date				
	10/18/2019	10/20/2021	\$33,410.00	Service Level Agreement	SLA 17501	
			\$			
		\$				
		\$				
		\$				

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>The programs would not be able to collect the required data, meet required federal and state Level of Care Client Assessments, execute client Level of Care Utilization, and submit required reporting. The programs would have to manually complete these tasks and resources are not available to do this.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>A vendor search for these services did not produce a provider of these services. The vendor works with the American Association of Community Psychiatrists to enhance and maintain the LOCUS system and assists the program with required data collection to meet all applicable federal and state Level of Care Utilization requirements for assessment and reporting.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
---	---	-----	----

<p><u><i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i></u></p>	<p>X</p>	
<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p>		
<p><i>Level of Care Utilization, Assessment and Reporting is an ongoing requirement for the program. State and federal Level of Care Utilization assists providers in maximizing mental health resources for Nevada clients. This service collects the necessary data from myAvatar EHR to produce Level of Care Utilization assessments and reports.</i></p>		

**Purchasing Use Only:**

Approval #:

#21104 (C)

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.



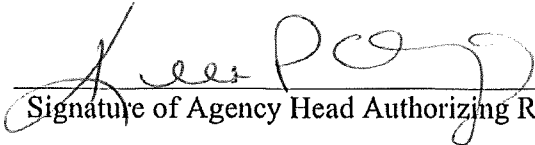
Agency Representative Initiating Request

Ronda Miller

Print Name of Agency Representative Initiating Request

11-4-21

Date



Signature of Agency Head Authorizing Request

Kelli P Quintero

Print Name of Agency Head Authorizing Request

11/8/21

Date

**FOR PURCHASING USE ONLY – PLEASE NOTE:** In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150 or 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 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:



Administrator, Purchasing Division or Designee

11/16/21

Date

Steve Sisolak  
Governor

Richard Whitley, MS  
Director



**DEPARTMENT OF  
HEALTH AND HUMAN SERVICES**  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
*Helping people. It's who we are and what we do.*



Lisa Sherych  
Administrator

Ihsan Azzam,  
Ph.D., M.D.  
Chief Medical Officer

## MEMORANDUM

DATE: November 15, 2021

TO: Kitty DeSocio, Administrative Services Officer IV  
Division of Public and Behavioral Health

THROUGH: Kelli Quintero, Administrative Services Officer III  
Division of Public and Behavioral Health

FROM: Joanne Malay, Deputy Administrator  
Hospital Administration/Health Information Services

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL Deerfield Solutions, LLC; C 17920

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Contractor: Deerfield Solutions, LLC
- Services to be provided:
  - Level of Care Utilization System for Psychiatric and Addiction Services software application (LOCUS) integrated in the myAvatar Electronic Health Record (EHR) system.
  - Enables staff to collect Level of Care Utilization data with the myAvatar EHR patient record to provide federal and state mandated assessments and reports.
  - The Vendor will provide training materials, software support, or other information regarding the use of the software application(s). Non-public domain materials which support training, competency development, and meeting regulatory requirements.
- Funding source and expenditure category: BA3161=50%, BA3162=25%, BA3648=25%, CAT 26; GFUND
- Requested start date of work: October 22, 2021
- Expected execution date of agreement (IFC approval date or N/A): November 30, 2021
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely:  
The original Vendor, Deerfield Behavioral Health, Inc. dissolved. Deerfield Solutions, LLC was formed to provide ongoing services for LOCUS to DPBH. The new company took longer than expected to obtain the required Nevada Business License and subsequent Controller's Vendor ID for payment. Meanwhile, the vendor submitted a Maintenance Agreement and we were instructed to create a contract under 50K for these ongoing services.
  - Describe the impact to the program/services if this work is not started prior to the execution of the agreement:  
Deerfield Solutions, LLC has continued to provide ongoing services in the interim on the premise that DPBH will begin the contract with Deerfield Solutions, LLC on 10/22/2021. This is the day after the 10/21/2021 termination date for SLA 17501, the prior agreement between DPBH and Deerfield Behavioral Health, Inc.
  - Explain how the program/bureau will prevent future retroactive requests:  
The vendor is now fully registered with the state. We do not anticipate any further contractual delays with renewing these services in the future.

If you have any questions, please contact Lorraine McMullen at (775) 434-3546 or [lmcmullen@health.nv.gov](mailto:lmcmullen@health.nv.gov).

cc: Contract Unit

Rec'd 11/17/21

Steve Sisolak  
Governor

Richard Whitley, MS  
Director



**DEPARTMENT OF  
HEALTH AND HUMAN SERVICES**  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
*Helping people. It's who we are and what we do.*



Lisa Sherych  
Administrator

Ihsan Azzam,  
Ph.D., M.D.  
Chief Medical Officer

## MEMORANDUM

DATE: January 11, 2022

TO: Aaron Frantz, Budget Officer  
Governor's Finance Office

THROUGH: Kitty DeSocio, Administrative Services Officer IV  
Division of Public and Behavioral Health

FROM: Kelli Quintero, Administrative Services Officer III  
Division of Public and Behavioral Health

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL Deerfield Solutions, LLC; CETS 25262 Contract C 17920

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Contractor: Deerfield Solutions, LLC
- Services to be provided:
  - Level of Care Utilization System for Psychiatric and Addiction Services software application (LOCUS) integrated in the myAvatar Electronic Health Record (EHR) system.
  - Enables staff to collect Level of Care Utilization data with the myAvatar EHR patient record to provide federal and state mandated assessments and reports.
  - The Vendor will provide training materials, software support, or other information regarding the use of the software application(s). Non-public domain materials which support training, competency development, and meeting regulatory requirements.
- Funding source and expenditure category: BA3161=50%, BA3162=25%, BA3648=25%, CAT 26; GFUND
- Requested start date of work: October 22, 2021
- Expected execution date of agreement: January 21, 2022
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely:  
The original Vendor, Deerfield Behavioral Health, Inc. dissolved. Deerfield Solutions, LLC was formed to provide ongoing services for LOCUS to DPBH. The new company took longer than expected to obtain the required Nevada Business License and subsequent Controller's Vendor ID for payment. Meanwhile, the vendor submitted a Maintenance Agreement and due to the SAM changes that was implemented at the September 14, 2021 BOE a solicitation waiver and contract needed to be completed.
  - Describe the impact to the program/services if this work is not started prior to the execution of the agreement:  
Deerfield Solutions, LLC has continued to provide ongoing services in the interim on the premise that DPBH will begin the contract with Deerfield Solutions, LLC on 10/22/2021. This is the day after the 10/21/2021 termination date for SLA 17501, the prior agreement between DPBH and Deerfield Behavioral Health, Inc.
  - Explain how the program/bureau will prevent future retroactive requests:  
The vendor is now fully registered with the state. We do not anticipate any further contractual delays with renewing these services in the future.

If you have any questions, please contact Lorraine McMullen at (775) 434-3546 or [lmcmullen@health.nv.gov](mailto:lmcmullen@health.nv.gov)

cc: Contract Unit

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24978**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3161-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA CONTRACT CARPET, INC.**Contractor Name: **NEVADA CONTRACT CARPET, INC.**Address: **6840 W PATRICK LN**City/State/Zip: **LAS VEGAS, NV 89118**Contact/Phone: **BILL BOZOIAN 702/362-3033**Vendor No.: **PUR0002902**NV Business ID: **NV19871038330**To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 17917**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2024**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Floor maintenance**

5. Purpose of contract:

**This is a new contract to provide ongoing flooring installation and repair services including carpeting, sheet vinyl, vinyl composition tile, tile repair and replacement as needed.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$12,500.00 per Year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

It is necessary to keep flooring surfaces in good condition for the safety and well being of staff, clients, and visitors and to meet the Joint Commission life safety and environment of care standards. Expenditures for maintenance and repair are authorized per NRS 331.080.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Currently, there are not available full-time staff with the training, knowledge or equipment necessary to perform these functions.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Vegas Flooring Outlet  
Show U Carpet  
Nevada Contract Carpet

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 333, the selected vendor was chosen by an informal committee.

d. Last bid date: 09/10/2021 Anticipated re-bid date: 12/04/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

6/2020 - 3/2022; satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Ed Ackerman, Facilities Manager Ph: 7024865135

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	12/17/2021 11:20:31 AM
Division Approval	rmille8	12/21/2021 15:28:33 PM
Department Approval	lsherych	12/21/2021 17:03:33 PM
Contract Manager Approval	rmille8	12/22/2021 10:09:23 AM
Budget Analyst Approval	kanders2	01/14/2022 13:21:04 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25320**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>GNOMON, INC.</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>GNOMON, INC.</b>
Appropriation Unit:	<b>3215-18</b>	Address:	<b>1601 FAIRVIEW DR STE F</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>CARSON CITY, NV 89701-5860</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Eric Ingbar 775/885-2305
		Vendor No.:	T81005218
		NV Business ID:	NV19941043248

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17916

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **Yes**

If "Yes", please explain

The subgrants for funding were delayed due to the program receiving the notice of grant award at the end of December with a January 1, 2022 start date.

3. Termination Date: **12/31/2022**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Software Maintenance**

5. Purpose of contract:

This is a new contract to implement an approved technology investment which provides maintenance updates to the Nevada Electronic Review Database System which allows users to review, verify and import electronic laboratory messages for HIV cases to the Center for Disease Control.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,332.92**

Other basis for payment: Monthly

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NERDS allows users to review and verify electronic laboratory messages for HIV cases and import them into the CDC supported surveillance system (eHARS) for HIV.

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 expertise to upgrade or maintain NERDS to handle the additional laboratories and messages to the system.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 211208**

**Approval Date: 12/21/2021**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor with the State since 1999, 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:

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	rmille8	12/28/2021 09:08:46 AM
Division Approval	rmille8	12/28/2021 09:09:10 AM
Department Approval	lsherych	12/28/2021 14:25:11 PM
Contract Manager Approval	rmille8	01/10/2022 14:58:24 PM
EITS Approval	daxtel1	01/10/2022 20:46:56 PM
Budget Analyst Approval	kanders2	01/14/2022 09:47:53 AM



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

**Purchasing Division**

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

**Purchasing Use Only:**

**Approval#:** 2112080

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note:</b> Approved copy will be sent to <u>only</u> the contact(s) listed below:		
	<b>ENTER STATE AGENCY NAME:</b> <i>Division of Public and Behavioral Health Office of HIV – HIV Prevention and Surveillance Program</i>		
	<b>Contact Name and Title</b>	<b>Phone Number</b>	<b>Email Address</b>
	Lyell S. Collins, HIV Prevention and Surveillance Program Manager	(702) 486-8105	lscollins@health.nv.gov
	Preston Nguyen Tang, Health Program Specialist I	(702) 486-6488	ptang@health.nv.gov
	Caress Baltimore, Health Resource Analyst II	(702) 486-5665	cbaltimore@health.nv.gov
	Ronda Miller, MA III	(775) 684-5932	rondamiller@health.nv.gov

<b>1b</b>	<b>Vendor Information:</b>	
	Vendor Name:	Gnomon, Inc.
	Contact Name:	Eric Ingbar
	Complete Address:	1601 Fairview Drive, Suite F
	City, State, and Zip Code	Carson City, Nevada 89701
	Telephone Number:	(775) 885-2305
	Email Address:	eingbar@gnomon.com

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	Single Source
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract? Check One:	Yes:	X	No:
	Amendment Number:	#		
	Enter CETS Number:	#		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase? Check One:	Yes:	No:	X
	Contract:	Start Date:	January 1, 2022	End Date: December 31, 2022

Purchasing Use Only:

Approval #:

211208②

1f	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	Centers for Disease Control and Prevention (CDC) PS18-1802
	Other (Explain):	

1g	<b>Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:</b>
	\$29,332.92

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	Ongoing maintenance and support for the Nevada Electronic Review Database System (NERDS) which allows users to review and verify electronic laboratory messages for HIV cases and import them into the CDC supported surveillance system (eHARS) for HIV.

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	NERDS has been incorporated into the electronic laboratory reporting process with the State of Nevada, eliminating the need for manual review of all electronic messages. The NERDS database serves as a historical repository for labs and has been vetted for operation within data security and confidentiality protocols established by the CDC. The state does not have the expertise to upgrade or maintain NERDS to handle the additional laboratories and messages to the system.

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	NERDS is the single source designed to maintain the data flow of electronic laboratory reporting to fulfill Nevada communicable disease reporting requirements with HIV. The service cannot competitively bid because the program relies on this applications to ensure compliance with Centers for Disease Control and Prevention (CDC) PS18-1802 grant.

5	<b>Were alternative services or commodities evaluated?</b>	<b>Check One:</b>	
		Yes	No
			X
	a. <b><u>If yes</u></b> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.		
	b. <b><u>If not</u></b> , why were alternatives not evaluated?		

#211208⑤

Alternatives were not sought out because if the HIV Surveillance Program were to suspend this Contract or Maintenance Agreement, the program would be in violation with the Centers for Disease Control and Prevention (CDC) PS18-1802 grant. The HIV prevention and surveillance activities throughout the State would halt the ability to properly transfer data into eHARS and the State of Nevada would lose approximately \$3 million federal funding. The HIV Prevention and Surveillance program solely relies on federal funding as the State of Nevada does not provide any general funds to the program.

~~Purchasing Use Only:~~~~Approval#:~~

**Has the agency purchased this service or commodity in the past? Check One:**

Yes

No

**NOTE: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.**

X

a. *If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, the following information must be provided:*

Term		Value	Short Description	Type of Procurement ENTER RFP#, RFQ#, Waiver #
Start Date	End Date			
01/01/2021	12/31/2021	\$29,332.92	GNOMON - NERDS software Maintenance Agreement	MA 17735
07/01/2020	12/31/2020	\$14,666.46	GNOMON - NERDS software Maintenance Agreement	MA 17644
07/01/2019	06/30/2020	\$29,332.92	GNOMON - NERDS software Maintenance Agreement	MA 17539
07/01/2017	06/30/2019	\$27,936.00	GNOMON - NERDS software Maintenance Agreement	MA 16392
06/11/2013	06/30/2017	\$99,445.00	HIV AIDS Surveillance	Original RFP cannot be located. CETS 14333 is resultant of that

**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**

As mentioned above, potential consequences to the State if the waiver request is denied is that the HIV Prevention and Surveillance Program would be in violation with the Centers for Disease Control and Prevention (CDC) PS18-1802 grant. The HIV prevention and surveillance activities throughout the State would be at a halt with the inability to properly transfer data into eHARS and the State of Nevada would lose a little over \$3 million federal dollar. The HIV Prevention and Surveillance programs solely relies on Federal Funds as the State of Nevada does not provide any general funds to the program.

**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**

This is a maintenance and support agreement for the Nevada Electronic Review Database System.

**Purchasing Use Only:**

Approval #:

211208 @

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
	<u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	X	
	a. If yes, please provide details regarding future obligations or needs. <b><i>This system will need continued support.</i></b>		

Purchasing Use Only:

Approval #:

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.

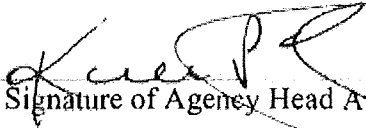


Agency Representative Initiating Request

Ronda Miller

Print Name of Agency Representative Initiating Request

12/8/21  
Date



Signature of Agency Head Authorizing Request

Kelli Quintero

Print Name of Agency Head Authorizing Request

12/8/21  
Date

**FOR PURCHASING USE ONLY – PLEASE NOTE:** In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150 or 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 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:



Administrator, Purchasing Division or Designee

12/21/21  
Date



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Andrea Rivers, Health Program Manager, DHHS  
Lorraine McMullen, ITP III – OUT Project Manager, DHHS  
Lyell Collins, HIV Prevention and Surveillance Prog Mgr, DHHS  
Sophia Allec, Management Analyst II, DHHS

**CC:** Tim Galluzi, Administrator, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Michael Smith, Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - DHHS - 144 - Nevada's Electronic Review  
Database System (NERDS) - 3219 - Update a

**DATE:** December 13, 2021

We have completed the review for DHHS' Nevada's Electronic Review Database System (NERDS) - TIN 144 Update a.

The submitted TIN is for an estimated value of \$29,332.28 in the current biennium (100% Federal Grant) to perform general maintenance on existing technology and/or equipment currently in place and in use by the agency.

This is a new contract with the same vendor that continues ongoing support and maintenance for updates/upgrades to the Nevada Electronic Review Database System (NERDS).

NERDS allows users to review client electronic laboratory messages for HIV/AIDS related cases and import them into the Centers for Disease Control (CDC) support surveillance system (eHARS) for tracking HIV/AIDS laboratory information. Without NERDS, eHARS auto-imports all of the electronic laboratory messages and does not allow staff to identify, review, and filter critical client laboratory messages. NERDS helps the program users to prevent an excess of non-related laboratory information into the surveillance system. NERDS assists users with preventing duplication of client laboratory information as well as preventing client information from being sent to eHARS that is unrelated to HIV/AIDS.

The main purpose of the maintenance agreement is to ensure that the Nevada State Office of HIV - HIV Surveillance Program can operate the NERDS system successfully. The vendor will support the Program by performing maintenance tasks such as resolving issues with user logins, providing support for problems with message imports or processing, and providing guidance on how to perform specific NERDS tasks.

***This TIN update reflects an update to cost.***

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

Steve Sisolak  
Governor

Richard Whitley, MS  
Director



**DEPARTMENT OF  
HEALTH AND HUMAN SERVICES**  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
*Helping people. It's who we are and what we do.*



Lisa Sherych  
Administrator

Ihsan Azzam,  
Ph.D., M.D.  
Chief Medical Officer

## MEMORANDUM

DATE: December 27, 2021

TO: Debi Reynolds, Deputy Administrator  
Division of Public and Behavioral Health

THROUGH: Julia Peek, MHA, CPM, Deputy Administrator *JP*  
Community Services

THROUGH: Tory W. Johnson, MMgt, Section Manager *TWJ*  
Office of HIV

FROM: Lyell S. Collins, MBA, Program Manager  
HIV Prevention and Surveillance Program *LC*

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL

This memorandum requests that the following subgrant(s) BA 3215-15 [HIV Prevention] SG 25494, 25495, 25496, 25497, BA 3515-18 [HIV Surveillance] SG 25498, 25499, 25500, BA 3215 Contract 17916 be approved for a retroactive start.

The following information is required:

- Services to be provided: To conduct HIV Prevention and Surveillance Services throughout the State of Nevada.
- Funding source and expenditure category: BA 3215 - Centers for Disease Control and Prevention (CDC) PS18-1802, Federal Grant Number: NU62PS924579.
- Requested start date of work: January 1, 2022.
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely:
    - The subgrants were delayed because the program received the notice of grant award (NOGA) at the end of December with a January 1<sup>st</sup> start date. Additionally, due to COVID-19, processes for review and approval from all parties had been extended due to telecommuting.
  - Describe the impact to the program/services if this work is not started prior to the execution of the agreement:
    - HIV Prevention and Surveillance programs would not meet the deliverables required for CDC PS18-1802.
  - Explain how the program/bureau will prevent future retroactive requests:
    - Historically, this funding is not received until December, the last month of current grant period, which does not allow for adequate creation of new subgrants for the new grant period, which starts January 1. The program will work with the project officer to anticipate the level of funding for the new grant period and work to create the subgrants as early as feasible to prevent future retroactive requests.

If you have any questions, please get in touch with Lyell S. Collins at (702) 486-8105 or [lscollins@health.nv.gov](mailto:lscollins@health.nv.gov).

cc: Contract Unit  
Division of Public and Behavioral Health

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25273**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3645-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Stacey Clark DBA Ryan Atlas Hair

Contractor Name: **Stacey Clark DBA Ryan Atlas Hair**Address: **1250 West 2nd Street C109**City/State/Zip: **RENO, NV 89403**

Contact/Phone: Stacey Clark 775-200-8494

Vendor No.: T29044851

NV Business ID: NV20212285720

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17936

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/18/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/01/2026**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Barber/Hairdresser**

5. Purpose of contract:

**This is a new contract to provide unisex hair cuts and beard trims.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,000.00**

Payment for services will be made at the rate of \$20.00 per Hair cut

Other basis for payment: \$7.50 Per Beard trim

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Northern Nevada Adult Mental Health Services facility and Lake's Crossing Center are providing unisex haircuts and beard trims for their patients. This service requires the possession of a Nevada Cosmetology license.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not possess the skills or licensure to provide these services.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Stacey Clark  
Ashley, Cook  
Letoria, Ramiro

b. Solicitation 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: 11/22/2021 Anticipated re-bid date: 07/01/2024

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

LP

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	12/15/2021 08:23:39 AM
Division Approval	rmille8	12/15/2021 08:23:41 AM
Department Approval	Isherych	12/21/2021 17:02:53 PM
Contract Manager Approval	rmille8	01/13/2022 10:51:14 AM
Budget Analyst Approval	kanders2	01/18/2022 07:47:48 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25374**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	<b>STRATEGIC PROGRESS LLC</b>
Agency Code:	<b>409</b>	Contractor Name:	<b>STRATEGIC PROGRESS LLC</b>
Appropriation Unit:	<b>3145-13</b>	Address:	<b>1697 CRESCENT POINTE CT</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89533-6894</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>866/635-1577</b>
		Vendor No.:	<b>T27029824</b>
		NV Business ID:	<b>NV20051774907</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/27/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2023**Contract term: **1 year and 338 days**4. Type of contract: **Contract**Contract description: **Regulations & Policy**

5. Purpose of contract:

**This is a new contract to provide draft regulations, update policies and procedures, create processes relating to commercially sexually exploited children and develop a process by which the division can accept gifts, grants, and donations to establish and operate receiving centers pursuant to Senate Bill 274 from the 2021 Legislative Session.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,520.00**

Payment for services will be made at the rate of \$150.00 per hour

Other basis for payment: 8% administrative fee

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Senate Bill 274 from the 2021 Legislative Session requires the Division of Child and Family Services of the Department of Health and Human Services to adopt regulations relating to commercially sexually exploited children and develop a process by which the Division can accept gifts, grants, and donations to establish and operate receiving centers.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise to complete this complex and time-consuming project.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor that responded to the RFP.

d. Last bid date: 10/22/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

8%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This agency has been engaged in several contracts with several state agencies including DPBH, DETR, DOC, and DCFS. Services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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:

Domonique Rice, Deputy Administrator Ph: 702-486-6707

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	01/04/2022 16:38:46 PM
Division Approval	knielsen	01/05/2022 13:45:24 PM
Department Approval	cpitlock	01/07/2022 08:37:44 AM
Contract Manager Approval	kathr55	01/07/2022 11:30:02 AM
Budget Analyst Approval	bmacke1	01/27/2022 15:22:44 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25420**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	QUANTUM ELECTRIC LLC
Agency Code:	<b>409</b>	Contractor Name:	<b>QUANTUM ELECTRIC LLC</b>
Appropriation Unit:	<b>3259-28</b>	Address:	<b>1070 SILVER ST</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>ELKO, NV 89801-3937</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Brian Frieze 775/777-2000
		Vendor No.:	T29041384
		NV Business ID:	NV200001089973

To what State Fiscal Year(s) will the contract be charged? **2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **135 days**4. Type of contract: **Contract**Contract description: **Electrical Install**

5. Purpose of contract:

**This is a new contract to provide installation of permanent power to the greenhouse at the Nevada Youth Training Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,885.00**

Payment for services will be made at the rate of \$24,885.00 per Fixed Flat Fee

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Currently the greenhouse does not have permanent power installed which is necessary to run the various environmental items to maintain a year around growing season for the vocational classes given to the youth at the facility.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work requires special equipment and licensing in order to be performed to safe building standards. Current staff do not possess the licenses or equipment necessary.

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):

Gust Electric  
RAM Enterprises  
I&E Electric  
Quantum Electric

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected based on providing the most competitive pricing for the required work.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has performed work for the Division and State Public Works Board projects. Services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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:

Vern Harlow, Admin Services Officer I Ph: 775-738-7182

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	01/10/2022 08:52:47 AM
Division Approval	knielsen	01/25/2022 10:12:49 AM
Department Approval	cpitlock	01/26/2022 14:13:00 PM
Contract Manager Approval	sknigge	01/26/2022 15:11:21 PM
Budget Analyst Approval	bmacke1	02/14/2022 15:58:48 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25323**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3646-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AAA AIR FILTER COMPANY INC**Contractor Name: **AAA AIR FILTER COMPANY INC**Address: **3873 E CRAIG RD STE 1**City/State/Zip: **NORTH LAS VEGAS, NV 89030-7537**Contact/Phone: **Tonya Meyer 702/399-4402**Vendor No.: **T80618280**NV Business ID: **NV19851003457**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>59.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>41.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2022**

Anticipated BOE meeting date 02/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/01/2026**Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **HVAC Air Filters**

5. Purpose of contract:

**This is a new contract to provide ongoing services to replace/clean the heating, ventilating and air conditioning systems air filters located in Southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,328.00**

Payment for services will be made at the rate of \$2,472.00 per Bi-monthly service

Other basis for payment: Bi-Monthly Service (\$2,472 x 6 times/year = \$14,832 per year x 4 years = \$59,328)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Timely replacement of HVAC air filters is necessary to ensure the health of clients, families, visitors and staff.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No state employees have the expertise needed for this service.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

QCS  
DRZ Inc dba, Nevada Cooler Pad  
Air Filtration Systems  
AAA Air Filter Company, Inc

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor had a previous contract before the most recent vendor and performed very well. They are familiar with the buildings on property and the transition to using this vendor will be a smooth process.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

7/2015 to 6/2019, DCFS  
Service was satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

null, null Ph: null

null, null Ph: null

Knigge Sharon, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	12/22/2021 15:42:51 PM
Division Approval	knielsen	01/11/2022 12:26:02 PM
Department Approval	cpitlock	01/12/2022 07:56:43 AM
Contract Manager Approval	sdotte1	01/12/2022 08:08:12 AM
Budget Analyst Approval	bmacke1	01/25/2022 12:51:57 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **21580** Amendment Number: **1**

Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **DAVIS GLASS AND MIRROR INC**

Agency Code: **409** Contractor Name: **DAVIS GLASS AND MIRROR INC**

Appropriation Unit: **3646-07** Address: **5135 S VALLEY VIEW BLVD**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89118-1726**

If "No" please explain: Not Applicable Contact/Phone: John Beal 702/368-7722

Vendor No.: T29036647

NV Business ID: NV19961120126

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>59.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>41.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2019**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **03/31/2023**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Glass Repair**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing glass replacement, repair, and tinting services on an as-needed basis. This amendment increases the maximum amount from \$20,000 to \$45,000 due to an increased need for these services as well as an increase in manufacturer's pricing.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
2. Amount of current amendment (#1):	\$25,000.00	\$25,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$45,000.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The agency serves residential clients within its Oasis program. As part of the program, clients are involved in outdoor activities around the buildings on campus. As a result, accidents occasionally occur resulting in the need for a window or door repair or replacement. Additionally, window tinting or exchange for a more energy efficient glass reduce energy usage and replacement of carpets, blinds, etc. resulting in lower operational costs.

## 8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees with the required expertise.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

A Cutting Edge Glass  
Cut Rate Glass Inc.  
Anthony's Glass Inc.  
Davis Glass & Mirror

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the lowest responsible vendor to respond who could provide services within a reasonable amount of time.

d. Last bid date: 01/01/2019 Anticipated re-bid date: 01/31/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been under contract with multiple agencies. Services were satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	11/09/2021 16:19:15 PM
Division Approval	knielsen	01/25/2022 10:24:47 AM
Department Approval	cpitlock	01/26/2022 14:13:54 PM
Contract Manager Approval	sknigge	01/26/2022 15:26:32 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25554**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS**Contractor Name: **RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS**Address: **RHP MECHANICAL SYSTEMS  
1008 E 4TH STREET**City/State/Zip: **RENO, NV 89505-3504**Contact/Phone: **JOLYNN R. BASS 775-322-9434**Vendor No.: **PUR0002724**NV Business ID: **NV20041446186**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **431**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/09/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/15/2026**Contract term: **4 years and 34 days**4. Type of contract: **Contract**Contract description: **HVAC Services**

5. Purpose of contract:

**This is a new contract to provide ongoing maintenance, repair and inspection services of the heating, ventilation, and air conditioning systems for facilities in Reno, Carson City, and Fallon.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$89,350.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is a new contract for inspections, updates, repairs and service work on the HVAC controls on an "as needed" basis for the Nevada National Guard for the northern Nevada facilities.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The agency does not have the equipment or the certifications for this type of work.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Ruby Mountain HVAC  
Plumblin Mechanical  
Snyder Mechanical  
RHP Mechanical Systems

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor responded to our request of quotes for the term of the four year contract.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ctyle1	02/01/2022 16:14:13 PM
Division Approval	ctyle1	02/01/2022 16:14:15 PM
Department Approval	ctyle1	02/01/2022 16:14:19 PM
Contract Manager Approval	csnido1	02/07/2022 15:12:19 PM
Budget Analyst Approval	pokeefe	02/09/2022 09:21:52 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **23314** Amendment Number: **1**

Legal Entity Name: **Giddens Memorial Chapel**

Agency Name: **DEPARTMENT OF CORRECTIONS** Contractor Name: **Giddens Memorial Chapel**

Agency Code: **440** Address: **2980 Meade Avenue**

Appropriation Unit: **3706-50**

Is budget authority available?: **No** City/State/Zip: **Las Vegas, NV 89102-0729**

If "No" please explain: Pending work program C57217 Contact/Phone: **Raymond Giddens Jr. 702-982-8670**

Vendor No.: **T29043215**

NV Business ID: **NV20171720758**

To what State Fiscal Year(s) will the contract be charged? **2021-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inmate Welfare Funds</b>

Agency Reference #: **440**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2020**

Anticipated BOE meeting date **12/2021**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2024**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Deceased Inmates**

5. Purpose of contract:

**This is the first amendment to the original contract to transport the remains of deceased inmates from Ely State Prison, Ely Conservation Camp and Wells Conservation Camp to the Clark County Office of the Coroner/Medical Examiner to conduct required autopsies. This amendment increases the scope of work to include cremation services for southern Nevada locations and increases the contract amount from \$24,000.00 to \$40,650.00, due to the licensure suspension of our prior service provider.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$24,000.00	\$24,000.00	\$24,000.00	Yes - Info
2. Amount of current amendment (#1):	\$16,650.00	\$16,650.00	\$40,650.00	Yes - Info
3. New maximum contract amount:	\$40,650.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Public Health and NRS require proper disposition of deceased inmates. To ensure the Department is in compliance the NRS 451.400 which requires the unclaimed body of a deceased person be buried at public expense and Administrative Regulation 420 relating to the proper disposition, handling and cremation of deceased inmates.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No Agency employees have the required licensing to transport or process the remains of a deceased person. No other State agency offers this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Hites Funeral Home  
Giddens Memorial Chapel  
Waltons Funerals & Cremations  
Kharon Inc. DBA Mountain Vista Chapel

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor provided the lowest and most responsive bid per agency solicitation NDOC/2020/0006.

d. Last bid date: 05/19/2020 Anticipated re-bid date: 04/01/2024

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cjackson	11/15/2021 09:44:56 AM
Division Approval	amonro1	11/16/2021 11:07:03 AM
Department Approval	amonro1	11/16/2021 11:07:06 AM

Contract Manager Approval  
Budget Analyst Approval

aroma2  
pokeefe

12/02/2021 12:06:45 PM  
02/10/2022 07:14:03 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25280**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3710-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: State of Washington

Contractor Name: **State of Washington**Address: **Department of Corrections****7345 Linderson Way**City/State/Zip: **Olympia, WA 98504**

Contact/Phone: Beth Shubach, PREA Coordinator 306-890-0344

Vendor No.: T32011871

NV Business ID: Govt. Agency

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 440

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2022**

Anticipated BOE meeting date 01/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/01/2024**Contract term: **2 years and 137 days**4. Type of contract: **Interlocal Agreement**Contract description: **PREA Circular Audit**

5. Purpose of contract:

**This is a new contract to provide ongoing services to reimburse the Washington Department of Corrections for travel costs incurred to provide Prison Rape Elimination Act audits for the Nevada Department of Corrections.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,000.00**

Other basis for payment: FY22: 3710-16

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In cooperation with the Western State PREA Circular Auditing agreement, the State of Nevada is allowed to get free PREA auditing services, with the understanding that only travel expenses must be reimbursed to the state providing services on a rotating basis. Otherwise, the costs to hire independent auditors to perform this function would greatly exceed available budget for these required services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Federal Department of Justice (DOJ) requires that PREA Audits are performed by a DOJ PREA auditor from outside the state.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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	cjackson	12/21/2021 14:43:48 PM
Division Approval	amonro1	01/03/2022 16:29:40 PM
Department Approval	amonro1	01/03/2022 16:29:43 PM
Contract Manager Approval	smong1	02/14/2022 09:23:56 AM
Budget Analyst Approval	pokeefe	02/14/2022 09:42:52 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23131**Amendment Number: **5**Agency Name: **DEPARTMENT OF CORRECTIONS**Legal Entity Name: **Cashman Equipment Company**Agency Code: **440**Contractor Name: **Cashman Equipment Company**Appropriation Unit: **3752-07**Address: **3300 Saint Rose Parkway**Is budget authority available?: **Yes**City/State/Zip: **Henderson, NV 89052-3985**

If "No" please explain: Not Applicable

Contact/Phone: **Jered Betancourt 775-332-2465**Vendor No.: **PUR0000249**NV Business ID: **NV19601000406**To what State Fiscal Year(s) will the contract be charged? **2021-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **440**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2020**Anticipated BOE meeting date **12/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Generator PM**

5. Purpose of contract:

**This is the fifth amendment to the original contract to provide ongoing generator preventative maintenance and repairs at Carlin Conservation Camp, Ely Conservation Camp, Ely State Prison, Florence McClure Women's Correctional Center, High Desert State Prison, Humboldt Conservation Camp, Jean Conservation Camp, Lovelock Correctional Center, Northern Nevada Correctional Center, Northern Nevada Transitional Housing, Pioche Conservation Camp, Southern Desert Correctional Center, Stewart Conservation Camp, Warm Springs Correctional Center and Wells Conservation Camp. This amendment increases the contract amount from \$346,423.21 to \$362,676.96 for emergency generator repairs required at Southern Desert Correctional Center and Carlin Conservation Camp.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$329,378.00	\$329,378.00	\$329,378.00	Yes - Action
a. Amendment 1:	\$1,900.20	\$1,900.20	\$1,900.20	No
b. Amendment 2:	\$1,947.25	\$3,847.45	\$3,847.45	No
c. Amendment 3:	\$2,297.76	\$6,145.21	\$6,145.21	No
d. Amendment 4:	\$10,900.00	\$17,045.21	\$17,045.21	Yes - Info
2. Amount of current amendment (#5):	\$16,253.75	\$16,253.75	\$33,298.96	Yes - Info

3. New maximum contract amount: \$362,676.96

## II. JUSTIFICATION

7. What conditions require that this work be done?

Preventative maintenance service for the department is critical for reliable operation of emergency backup power should an event occur to render standard power sources unavailable or inadequate. This service is required for the safety and security of NDOC staff and offenders.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOC does not have the qualified staff and equipment necessary to maintain the generators. No other State agency performs 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #44DOC-S991 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 01/10/2020 Anticipated re-bid date: 01/02/2024

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

## III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Division of Buildings & Grounds - July 1, 2018 to June 30, 2024 - Deemed Satisfactory  
Nevada Department of Corrections - June 12, 2016 to June 30, 2020 - Deemed Satisfactory  
Nevada Department of Agriculture - April 1, 2018 to March 31, 2020 - Deemed Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbretche	12/08/2021 14:40:53 PM
Division Approval	amonro1	12/15/2021 10:55:50 AM
Department Approval	amonro1	12/15/2021 10:55:55 AM
Contract Manager Approval	aroma2	12/17/2021 14:58:06 PM
Budget Analyst Approval	pokeefe	02/09/2022 08:01:12 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25319**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **1362-05**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WESTERN DOOR AND GATE LLC**Contractor Name: **WESTERN DOOR AND GATE LLC**Address: **675 GRIER DR**City/State/Zip: **LAS VEGAS, NV 89119-3738**Contact/Phone: **Matthew Melton 702/839-3600**Vendor No.: **T32005857**NV Business ID: **NV20071385088**To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b>	Fees	<b>100.00 % BA 4546/BA 4551/BA 4545/ BA 1362</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **139 days**4. Type of contract: **Contract**Contract description: **LV Gate**

5. Purpose of contract:

**This is a new contract to provide a motorized gate and card reader at the Las Vegas headquarters.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,740.28****II. JUSTIFICATION**

7. What conditions require that this work be done?

**A motorized gate will make the area safer for employees and delivery drivers.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State workers do not have the expertise for all of the components of this project.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

the Tiberti Fence company  
Las Vegas Fence  
All-Star Fenco Co.  
A-1 Fence  
Western Door & Gate

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor provided the lowest cost.

d. Last bid date: 09/22/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Agency: 901/082/800- FY22

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	btait	01/06/2022 09:31:04 AM
Division Approval	tdoucett	01/07/2022 11:04:34 AM
Department Approval	tdoucett	01/12/2022 13:45:46 PM
Contract Manager Approval	melli2	01/27/2022 13:55:11 PM
Budget Analyst Approval	dspeed1	02/10/2022 12:01:55 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25461**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CFR AUTO LLC, DBA CORWIN FORD**Contractor Name: **CFR AUTO LLC, DBA CORWIN FORD**Address: **3600 N. KIETZKE LN**City/State/Zip: **RENO, NV 89502**Contact/Phone: **Andrew Ludel 7758293200**Vendor No.: **T27043693**NV Business ID: **E7043272020-0**To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/28/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Excess Vehicle Hauls**

5. Purpose of contract:

**This is a new contract to provide on-going vehicle pickup and delivery services for used, excess and/or damaged NHP Fleet vehicle to and from the Reno, Las Vegas, and Elko regional commands and surrounding areas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,000.00**

Payment for services will be made at the rate of \$400.00 per Vehicle Transport

Other basis for payment: Vendor may charge less at their discretion, but may not charge in excess of \$400 per vehicle transport regardless of location.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Excess vehicles, which have either met their useful life or have been damaged, need to be transported back to the major metropolitan areas from rural areas across the State.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There are no State employees that can move these vehicles, nor does the State have the equipment to do so.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only vendor to respond to Informal Solicitation

d. Last bid date: 11/19/2021 Anticipated re-bid date: 10/01/2025

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The agency and state has contracted with this vendor for many years, and the service is verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	twollan1	02/01/2022 15:56:41 PM
Division Approval	mcosenti	02/01/2022 16:47:05 PM
Department Approval	mcosenti	02/01/2022 16:47:11 PM
Contract Manager Approval	mcosenti	02/01/2022 16:47:14 PM
Budget Analyst Approval	jrodrig9	02/08/2022 16:46:42 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23584**Amendment  
Number: **1**Agency Name: **DEPARTMENT OF WILDLIFE**Legal Entity  
Name: **TRUCKEE MEADOWS PARKS  
FOUNDATION**Agency Code: **702**Contractor Name: **TRUCKEE MEADOWS PARKS  
FOUNDATION**Appropriation Unit: **4462-12**Address: **50 COWAN DR**Is budget authority  
available?: **Yes**City/State/Zip **RENO, NV 89509-1009**

If "No" please explain: Not Applicable

Contact/Phone: **HEIDI ANDERSON 775-410-1702**Vendor No.: **T32008705**NV Business ID: **NV20121181070**To what State Fiscal Year(s) will the contract be charged? **2021-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **21-24**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **11/10/2020**  
Examiner's approval?Anticipated BOE meeting date **12/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **10/31/2024**  
Termination Date:Contract term: **3 years and 355 days**4. Type of contract: **Contract**Contract description: **Americorps WL Ed**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing wildlife education programming and volunteer services by supervising and mentoring AmeriCorps volunteers. This amendment increases the maximum amount from \$205,996.00 to \$225,996.00 due to the addition of two full-time AmeriCorps volunteers.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$205,996.00	\$205,996.00	\$205,996.00	Yes - Action
2. Amount of current amendment (#1):	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
3. New maximum contract amount:	\$225,996.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The opportunity to foster a strong partnership with a well-known organization within our communities, as well as build a program to offer young professionals an opportunity to grow, learn, and give back to the wildlife field.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees cannot do this work due to a limited amount of staff and the Americorps program is a national volunteer program.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 200902**

**Approval Date: 09/08/2020**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mespinoz	11/08/2021 16:17:41 PM
Division Approval	jneubau2	11/18/2021 12:00:18 PM
Department Approval	bvale1	12/16/2021 14:06:16 PM
Contract Manager Approval	jwilkin3	12/20/2021 14:30:55 PM





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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

**Purchasing Use Only:**

Approval#: **200902**

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

ALL FIELDS ARE REQUIRED -- INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	<b>State Agency Name:</b> <i>Department of Wildlife</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Chris Vasey</i>	<i>775-688-1553</i>	<i>cvasey@ndow.org</i>

<b>1b</b>	<b>Vendor Information:</b>	
	<b>Identify Vendor:</b>	<i>Truckee Meadows Parks Foundation</i>
	<b>Contact Name:</b>	<i>Heidi Anderson</i>
	<b>Complete Address:</b>	<i>50 Cowan Drive</i>
	<b>Telephone Number:</b>	<i>775-410-1702</i>
	<b>Email Address:</b>	<i>heidi@mparksfoundation.org</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	<b>Sole or Single Source:</b>	<input checked="" type="checkbox"/>
	<b>Professional Service Exemption:</b>	

<b>1d</b>	<b>Contract Information:</b>			
	<b>Is this a new Contract?</b>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>
	<b>Amendment:</b>	#		
	<b>CETS:</b>	#		

<b>1e</b>	<b>Term:</b>			
	<b>One (1) Time Purchase:</b>			
	<b>Contract:</b>	<b>Start Date:</b>	<i>September 2020</i>	<b>End Date:</b> <i>August 2024</i>

<b>1f</b>	<b>Funding:</b>	
	<b>State Appropriated:</b>	
	<b>Federal Funds:</b>	
	<b>Grant Funds:</b>	
	<b>Other (Explain):</b>	<i>X - License plate fees funding</i>

Purchasing Use Only:

Approval #:

200902 @

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase: $\$50,000/\text{year} = \$200,000 \text{ for } 4 \text{ year term}$
2	Provide a description of work/services to be performed or commodity/good to be purchased: <i>We seek to be a host site for Americorps interns. We utilize these 5 interns to do conservation education programming in K-12 classrooms throughout Nevada as well as assist with volunteer recruitment and management. These interns serve a minimum of 1700 hours over the course of 11 months.</i>
3	What are the unique features/qualifications required for this service or good that are not available from any other vendor: <i>The Americorps program has different projects. Within these projects are different metrics that a sponsor organization (Truckee Meadows Parks Foundation) must meet. To meet these metrics the sponsor organization places Americorps interns at host sites (Nevada Department of Wildlife). Our needs as an organization are conducive to the metrics of Truckee Meadows Parks Foundation's Americorps project.</i>
4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source: <i>This can not be competitively bid because of the specific nature of Americorps project metrics. The Americorps project is to provide work experience to young conservationist. The cost of this program is only to share the cost with the Truckee Meadows Parks Foundation. This Partnership not only provide the work experience of the interns it also shares the cost of the program.</i>
5	Were alternative services or commodities evaluated? Check One. Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility. <i>We could not find other Americorps sponsor organizations in our area that met our needs. They were not willing to take us on as a host site and their project metrics did not align as well as Truckee Meadows Parks Foundation.</i> b. <u>If not</u> , why were alternatives not evaluated?

Purchasing Use Only:

Approval #:

200902 @

6	<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</b>			Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	<b>a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</b>						
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)		
	10/29/19	6/30/2020	\$47,500	Volunteer services	N/A		
			\$				
			\$				

7	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
	<i>The Nevada Department of Wildlife would not be able to conduct Wildlife Educational Programs at the capacity of current statewide levels of demand, statewide K-12 wildlife education programming, and volunteer programs would be greatly reduced.</i>

8	<b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b>
	<i>Due to the nature of the specificity of the Americorps program's metrics per project we found that the other Americorps sponsor organizations throughout the state don't meet our needs and would not be able to meet the cost sharing of the Americorps.</i>

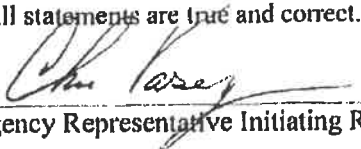
9	<b>Will this purchase obligate the State to this vendor for future purchases? Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</b>	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	<b>a. If yes, please provide details regarding future obligations or needs.</b>				

Purchasing Use Only:

Approval #:

2009020

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

Chris Vasey

Print Name of Agency Representative Initiating Request

8/18/20

Date

  
Signature of Agency Head Authorizing Request

J. Robb

Print Name of Agency Head Authorizing Request

9-4-2020

Date

**PLEASE NOTE:** In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

\_\_\_\_\_  
Name of agency or entity who provided information or review:

\_\_\_\_\_  
Representative Providing Review

\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150 or 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 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

  
Administrator, Purchasing Division or Designee

9/8/2020

Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24886**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Colorado State University

Contractor Name: **Colorado State University**Address: **300 West Drake****Building C**City/State/Zip: **Fort Collins, CO 80524**

Contact/Phone: Janice Inman 970-297-5061

Vendor No.: PUR0004781A

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 22-18

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/02/2022**

Anticipated BOE meeting date 10/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **3 years and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **ELISA Testing**

5. Purpose of contract:

**This is a new interlocal agreement to provide sample testing from deer, elk, and moose for Chronic Wasting Disease in Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: As invoiced by the vendor and approved by the State.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NDOW tests annually for Chronic Wasting Disease (CWD) as part of our disease surveillance program. CWD is the most important disease of cervid species and it is critically important that we know if it is present in our free ranging cervid herds in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no laboratory in the state of Nevada that can perform this testing.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Governmental entity.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

NDOW FY21, work was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Nate LaHue, Wildlife Health Specialist Ph: 775-688-1813

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mespinoz	08/27/2021 09:31:27 AM
Division Approval	jneubau2	08/27/2021 16:50:07 PM
Department Approval	bvale1	12/16/2021 14:04:30 PM
Contract Manager Approval	jwilkin3	12/20/2021 14:32:39 PM
Budget Analyst Approval	dspeed1	01/20/2022 11:30:31 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25283**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MATSONS LABORATORY LLC**Contractor Name: **MATSONS LABORATORY LLC**Address: **135 E WOODEN SHOE LN**City/State/Zip: **MANHATTAN, MT 59741-8391**Contact/Phone: **406/258-6286**Vendor No.: **T81200065**NV Business ID: **NV20161323150**To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>25.00 % \$3 Predator Fee</b>
<b>X</b> Federal Funds	<b>75.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **22-41**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/08/2024**Contract term: **1 year and 332 days**4. Type of contract: **Contract**Contract description: **Teeth Aging**

5. Purpose of contract:

**This is a new contract to provide analysis of aging animal teeth by analyzing cementum annuli.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada Department of Wildlife (NDOW) must obtain an increased understanding of age structure in the state's wildlife population in order to most effectively manage the state's big game and predator resources. Age data from hunter harvested animals is essential to determine age structure of wild populations and the effects of various harvest strategies. Cementum annuli analysis of teeth is the most accurate and widely accepted method for aging wildlife.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies lack the knowledge, equipment, and expertise to perform these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

National Deer Association  
DeerAge  
Matson's Laboratory

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Department of Wildlife - 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:

Pat Jackson, Staff Specialist Ph: 775-688-1676

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mespinoz	12/08/2021 14:37:22 PM
Division Approval	jneubau2	12/21/2021 12:30:15 PM
Department Approval	bvale1	12/22/2021 11:55:53 AM
Contract Manager Approval	cprasa1	01/12/2022 09:36:13 AM
Budget Analyst Approval	dspeed1	02/10/2022 12:19:18 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25427**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4604-06**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Sunrise Engineering, Inc

Contractor Name: **Sunrise Engineering, Inc**Address: **25 East North**City/State/Zip: **Fillmore, UT 84631**

Contact/Phone: Derek Anderson 435-743-6151

Vendor No.:

NV Business ID: NV19961196784

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % ST PARKS FACILITY&amp;GROUNDS MNTC</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2023**Contract term: **1 year and 231 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is a new contract to provide engineering evaluation and an engineering plan set for needed repairs on the dam located at the Echo Canyon State Park.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$77,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 535 and Public Safety - Dam is in need of repair.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Nevada State Parks employees don't have the appropriate licenses to provide this type of work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**Solicitation waiver - NRS 333.150 2(b)****Vendor also selected due to the proximity to and familiarity with project site.**

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

B&G; 2022 - Satisfactory;  
Child and Family Division; 2011 & 2012 - Satisfactory  
SPWD; 2009 - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Tim Hunt, Supervisor Professional Engineer Ph: 775.684.2772

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	02/10/2022 08:46:28 AM
Division Approval	kcopelan	02/10/2022 08:46:30 AM
Department Approval	kcopelan	02/10/2022 08:46:32 AM
Contract Manager Approval	kcopelan	02/10/2022 08:46:35 AM
Budget Analyst Approval	rjacob3	02/10/2022 09:16:10 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25412**Agency Name: **DCNR - STATE LANDS**Agency Code: **707**Appropriation Unit: **4197-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TAHOE DOUGLAS FIRE PROTECTION**Contractor Name: **TAHOE DOUGLAS FIRE PROTECTION**  
Address: **DISTRICT****PO BOX 919**  
City/State/Zip: **ZEPHYR COVE, NV 89448-0919**Contact/Phone: **775-586-1817**Vendor No.: **T81010933**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2022-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>53.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>47.00 % Land Management Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/04/2022**Anticipated BOE meeting date **01/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2025**Contract term: **3 years and 55 days**4. Type of contract: **Interlocal Agreement**Contract description: **Tahoe Douglas FPD**

5. Purpose of contract:

**This is a new interlocal agreement to provide resources in the form of organized and qualified work crews for the Nevada Tahoe Resources Team. The work to be completed provides forest restoration assistance and reduces intensity and risk of catastrophic wildfire in the Tahoe Basin.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$95,000.00**

Other basis for payment: Per attached TDFPD Billing Rate Sheets.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The focus of the work will be fuels reduction and forest restoration activities by hand crews on urban lots within the Lake Tahoe Basin. Enhancement of public safety and protection of infrastructure through reduced wildland fire intensity are the main goals of the work. The Division is responsible for the management of these urban parcels and is the lead agency for the implementation of the Environmental Improvement Program (EIP).**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The contractor is the local fire agency that has trained hand crews with the skills and physical abilities to perform the work required. The crews are also qualified to perform prescribed pile and understory burning. The agency does not have the resources to do this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The contractor has hand crews with the experience, physical ability, and resources to complete the required tasks. NDSL has had a relationship with contractor since 2008.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of 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 contractor is a fire protection district within the State of Nevada.

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The agency has had an ongoing relationship with the contractor since 2008. All work has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is 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:

JASON FUMANIAK, FORESTER Ph: 775-684-2743

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	psmorr1	01/28/2022 10:39:07 AM
Division Approval	psmorr1	01/28/2022 10:39:11 AM
Department Approval	kwilliam	01/31/2022 16:07:15 PM
Contract Manager Approval	psmorr1	02/01/2022 09:43:31 AM
Budget Analyst Approval	rjacob3	02/04/2022 08:46:17 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24112**Amendment Number: **1**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Legal Entity Name: **Depart of AdminiNevada State Library, Archives and Public Records**Agency Code: **709**Contractor Name: **Depart of AdminiNevada State Library, Archives and Public Records**Appropriation Unit: **3173-40**Address: **100 N Stewart St**Is budget authority available?: **Yes**City/State/Zip: **Carson City, NV 89701**

If "No" please explain: Not Applicable

Contact/Phone: **Sara Martel 775-684-3422**

Vendor No.:

NV Business ID: **nv20111356993**To what State Fiscal Year(s) will the contract be charged? **2021-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Cost Allocation</b>

Agency Reference #: **DEP21-032**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/11/2021**Anticipated BOE meeting date **02/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **02/28/2023**Contract term: **2 years and 50 days**4. Type of contract: **Interlocal Agreement**Contract description: **OnBase Licensing**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement which provides for use of the OnBase software suite, providing document and record management services. This amendment extends the termination date from February 28, 2023 to June 30, 2023 and increases the maximum amount from \$127,002 to \$148,017 for year two maintenance costs.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$127,002.00	\$127,002.00	\$127,002.00	Yes - Action
2. Amount of current amendment (#1):	\$21,422.00	\$21,422.00	\$21,422.00	Yes - Info
3. New maximum contract amount:	\$148,424.00			
and/or the termination date of the original contract has changed to:	06/30/2023			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada State Library, Archives and Public Records (NSLAPR) has executed a independent contract #23865 with Precision Document Imaging (PDI), as the sole provider of the OnBase software suite in Nevada. OnBase products will be used to provide electronic document and records management services. Use of these products requires the purchase of individual licenses, along with ongoing maintenance and support service costs for the server-based modules.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The OnBase product suite will be utilized by the NSLAPR, and the Nevada Division of Environmental Protection (NDEP) for electronic conversion, management of documents and records, storage, and retrieval. All software licenses will be housed on the NSLAPR servers and managed by NSLAPR staff. Additional software modules of the OnBase software may also be purchased by any party for different types of documents and records. These additional software modules will be housed at NSLAPR on their infrastructure. The software licenses and databases will be housed, managed, and backed up by NSLAPR. The NDEP will be responsible for backing up agency only data and records. The records data will be physically stored on NDEP servers and be the sole responsibility of the NDEP.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Exempt (Per statute)**

- c. Why was this contractor chosen in preference to other?

NRS 277. Nevada State Library and Archives has an approved sole source waiver #201208 for these services. PDI is the sole provider of this software suite in Nevada.

- d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or 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	kbradle1	01/05/2022 07:59:53 AM
Division Approval	sfontai1	01/05/2022 08:07:15 AM
Department Approval	sfontai1	01/05/2022 08:07:18 AM
Contract Manager Approval	ssimpso2	01/05/2022 08:49:09 AM
EITS Approval	msmi40	01/05/2022 09:12:39 AM
Budget Analyst Approval	rjacob3	01/27/2022 13:26:01 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25515**Amendment  
Number: **1**Agency Name: **B&I - BUSINESS AND INDUSTRY**Legal Entity  
Name: **CUSTOMER EXPRESSIONS  
CORPORATION**Agency Code: **740**Contractor Name: **CUSTOMER EXPRESSIONS  
CORPORATION**Appropriation Unit: **4681-12**Address: **2255 CARLING AVE, STE 500  
OTTAWA**Is budget authority  
available?: **Yes**City/State/Zip: **OTTAWA, ON K2B 7Z5**

If "No" please explain: Not Applicable

Contact/Phone: 613/244-5111

Vendor No.: PUR0005373

NV Business ID: NV20142012221

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: Consumer Affairs Case Management

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **02/01/2022**

Anticipated BOE meeting date 02/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **02/01/2022**Contract term: **1 year and 148 days**4. Type of contract: **Contract**Contract description: **Application Hosting**

5. Purpose of contract:

**This is the first amendment to the original contract which provides on-going case management application hosting and access for the Consumer Affairs Unit. The amendment extends the termination date from February 1, 2022 to June 30, 2023 and increases the maximum amount from \$13,480 to \$32,576.97 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:	\$13,480.00	\$13,480.00	\$13,480.00	Yes - Info
2. Amount of current amendment (#1):	\$19,096.97	\$19,096.97	\$32,576.97	Yes - Info
3. New maximum contract amount:	\$32,576.97			
and/or the termination date of the original contract has changed to:	06/30/2023			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The mission of the Nevada Consumer Affairs is to protect consumer in Nevada from unfair and deceptive business practices. In order to manage consumer complaints the Nevada Consumer Affairs needs a system that provides for the electronic filing of complaints, provides the tracking of cases through resolution, and creates reports.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the resources to provide the services required.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

Vendor has previously provided services and has done so to the satisfaction of the agency.

- d. Last bid date: 02/01/2021 Anticipated re-bid date: 04/01/2023

10. a. Does the contract contain any IT components? Yes

- b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor currently has a contract with the Labor Commission for July 1, 2021 and June 30, 2022. The contract is for case tracking and management for electronic filing of wage claims.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	01/27/2022 15:01:51 PM
Division Approval	jhanse4	01/27/2022 15:01:55 PM

Department Approval	jhanse4	01/27/2022 15:01:59 PM
Contract Manager Approval	jhanse4	01/27/2022 15:02:02 PM
EITS Approval	daxtel1	01/28/2022 10:49:40 AM
Budget Analyst Approval	mlynn	02/01/2022 11:58:15 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25186**Agency Name: **B&I - REAL ESTATE DIVISION**Agency Code: **748**Appropriation Unit: **3820-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BARBARA FENSTER DBA BARBARA FENSTER MEDIATION & TRAINING**

Contractor Name: **BARBARA FENSTER DBA BARBARA FENSTER MEDIATION & TRAINING**

Address: **FENSTER MEDIATION & TRAINING  
6550 S PECOS RD STE B118  
LAS VEGAS, NV 89120-2828**

City/State/Zip: **LAS VEGAS, NV 89120-2828**

Contact/Phone: **Barbara Fenster 702/480-2333**

Vendor No.: **T27025201**

NV Business ID: **NV20121742800**

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Licensing and Administrative</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **SOLICITATION # CIC-MED-22-001**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/07/2022**Anticipated BOE meeting date **01/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2023**Contract term: **1 year and 327 days**4. Type of contract: **Contract**Contract description: **Mediator Services**

5. Purpose of contract:

**This is a new contract to provide ongoing mediation services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: The maximum subsidy must not exceed \$500.00 or \$250.00 for each party who is eligible to have the mediation subsidized (whichever is less). As invoiced not to exceed \$500.00 for the first three hours of mediation.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Real Estate Division requires independent contractors to conduct mediation services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the specialized training.**

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):

**Eric Dobberstein Esq.  
Janet Trost Esq.  
Henry Melton**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The selected contractor met the General and Technical Minimum Qualifications.

d. Last bid date: 10/26/2021 Anticipated re-bid date: 09/04/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

2017 to 2021, Business and Industry Real Estate Division Service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Marina Benn, Program Officer 1 Ph: 702-486-4482

Shareece Bates, Program Officer 1 Ph: 702-486-4036

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	12/01/2021 09:06:25 AM
Division Approval	ghilgar	12/01/2021 09:06:30 AM
Department Approval	jhanse4	01/03/2022 08:51:55 AM
Contract Manager Approval	mbenn	01/21/2022 15:13:08 PM
Budget Analyst Approval	mlynn	02/07/2022 15:34:34 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25180**Agency Name: **B&I - REAL ESTATE DIVISION**Agency Code: **748**Appropriation Unit: **3820-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HENRY MELTON**Contractor Name: **HENRY MELTON**Address: **2755 CHOKECHERRY AVE**City/State/Zip: **HENDERSON, NV 89074-7303**Contact/Phone: **Henry Melton 702/521-4638**Vendor No.: **T32003846**NV Business ID: **NV20111402206**To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % Licensing and Administrative**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **SOLICITATION # CIC-MED-22-001**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/11/2022**

Anticipated BOE meeting date 01/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2023**Contract term: **1 year and 323 days**4. Type of contract: **Contract**Contract description: **Mediator Services**

5. Purpose of contract:

**This is a new contract to provide ongoing mediation services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: The maximum subsidy must not exceed \$500.00 or \$250.00 for each party who is eligible to have the mediation subsidized (whichever is less). As invoiced not to exceed \$500.00 for the first three hours of mediation.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Real Estate Division requires independent contractors to conduct mediation services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the specialized training.**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):

**Janet Trost Esq.  
Barbara Fenster  
Eric Dobberstein Esq.**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The selected contractor met the General and Technical Minimum Qualifications.

d. Last bid date: 10/26/2021 Anticipated re-bid date: 09/04/2023

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

2017 to 2021, Business and Industry Real Estate Division Service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Shareece Bates , Program Officer 1 Ph: 702-486-4036

Marina Benn, Program Officer 1 Ph: 702-486-4482

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	12/01/2021 12:30:28 PM
Division Approval	ghilgar	12/01/2021 12:30:37 PM
Department Approval	jhanse4	01/03/2022 08:51:21 AM
Contract Manager Approval	mbenn	01/03/2022 10:40:49 AM
Budget Analyst Approval	mlynn	02/11/2022 12:47:44 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25474**Agency Name: **B&I - FINANCIAL INSTITUTIONS DIV**Agency Code: **755**Appropriation Unit: **3835-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **STEVE SPYROPOULOS DBA REUNION CONSULTING GROUP**Contractor Name: **STEVE SPYROPOULOS DBA REUNION CONSULTING GROUP**Address: **PO BOX 90325**City/State/Zip: **AUSTIN, TX 78709-0325**Contact/Phone: **512/461-4628**Vendor No.: **T32008404**NV Business ID: **NV20191338456**To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b>	Fees	<b>100.00 % Licensing</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/11/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **138 days**4. Type of contract: **Contract**Contract description: **FID Licensing Review**

5. Purpose of contract:

**This is a new contract to provide a workflow review of the licensing process.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Other basis for payment: Upon completion of contract deliverables

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The licensing unit's current processes are in need of a professional outside review to determine and make recommendations to correct duplicate or unnecessary actions, antiquated steps, and to reduce obstacles making way for a streamlined efficient process to better serve industry constituents.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency currently does not have the expertise to provide such an analysis and it requires an independent review.

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):

Reunion Consulting Group  
International Projects Consultancy Services  
Albertson Consulting Inc

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was the only one to answer the solicitation.

d. Last bid date: 11/19/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

May 2019 - June 2019 for Mortgage Lending Division and Nevada Real Estate Division. The quality of 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

**Limited Liability 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	dembro	01/20/2022 14:43:48 PM
Division Approval	dembro	01/20/2022 14:43:51 PM
Department Approval	jhanse4	02/07/2022 15:49:40 PM
Contract Manager Approval	jhanse4	02/07/2022 15:50:28 PM
Budget Analyst Approval	mlynn	02/11/2022 14:22:59 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25414**Agency Name: **B&I - DIVISION OF MORTGAGE LENDING**Agency Code: **756**Appropriation Unit: **3910-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **STEVE SPYROPOULOS DBA REUNION CONSULTING GROUP**Contractor Name: **STEVE SPYROPOULOS DBA REUNION CONSULTING GROUP**Address: **PO BOX 90325**City/State/Zip: **AUSTIN, TX 78709-0325**Contact/Phone: **512/461-4628**Vendor No.: **T32008404**NV Business ID: **NV20191338456**To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b>	Fees	<b>100.00 % Licensing</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **E-pro Bid 74BAI-S1826**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/11/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **138 days**4. Type of contract: **Contract**Contract description: **MLD-Licensing Review**

5. Purpose of contract:

**This is a new contract to provide a workflow review of the licensing process.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Other basis for payment: Upon completion of contract deliverables

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The licensing unit's current processes are in need of a professional outside review to determine and make recommendations to correct duplicate or unnecessary actions, antiquated steps and to reduce obstacles making way for a streamlined efficient process to better serve industry constituents.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency currently does not have the expertise to provide such an analysis and it requires an independent review.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was the only one to answer the solicitation.

d. Last bid date: 11/29/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

May 2019 - June 2019 for Mortgage Lending Division and Nevada Real Estate Division. The quality of 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 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:

Cathy Sheehy, Commissioner Ph: 702-486-0789

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	01/14/2022 09:37:06 AM
Division Approval	ghilgar	01/21/2022 10:31:20 AM
Department Approval	jhanse4	02/07/2022 15:47:39 PM
Contract Manager Approval	jhanse4	02/07/2022 15:49:25 PM
Budget Analyst Approval	mlynn	02/11/2022 14:00:02 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25413**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: First Class Vending Inc.

Contractor Name: **First Class Vending Inc.**Address: **3990 W. Naples Dr.**City/State/Zip: **Las Vegas, NV 89103-5529**

Contact/Phone: Jason Bowles 702-660-1083

Vendor No.: T29042488

NV Business ID: NV20181040694

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Business Enterprise Set-Aside</b>

Agency Reference #: 3605-27-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2022**

Anticipated BOE meeting date 02/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **1st Class Coffee**

5. Purpose of contract:

**This is a new contract to provide coffee machine rentals for blind and visually impaired operators of Business Enterprises of Nevada program sites in southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: Rental Fees: Newco Bistro Touch-\$75.00/month, Flavia C500-\$45.00/month, Starbucks Serenade-\$150.00/month, Encore 29-\$250.00/month, Wittenborg-\$200.00/month, Krea Touch-\$150.00/month and Krea (Button)-\$125.00/month. Repair and Maintenance Costs: Service/Repair When All Machine Products are Purchased directly from FCV-No Cost, Service/Repair When Products used in Machine are not Purchased from FCV (parts extra) \$69.95/hour, Excessive Service Calls Resulting from Poor Daily Maintenance (More than 4 services per month) (parts extra)-\$69.95/hour, Bi-Annual Gold Filter Change and Deep Clean (Non Bean to Cup Machines)-\$65.00 Flat Fee and Bi-Annual Bean to Cup Filter Change and Deep Clean-\$125.00 Flat Fee. Invoices payable only upon approval by authorized BEN staff. Total contract not to exceed: \$40,000.00.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

All the BEN sites depend upon specialty coffee and espresso sales for site viability. Blind and Visually Impaired operators are not generally capable of operating/cleaning/maintaining most specialty coffee machines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not skilled to provides services of this nature nor do they have access to the equipment.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Redrock Coffee Outfitters  
First Class Vending  
Espresso World  
Skytop Vending

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only qualified vendor to submit a proposal.

d. Last bid date: 10/04/2021 Anticipated re-bid date: 09/01/2026

10. a. Does the contract contain any IT components? No  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has provided satisfactory services to BEN since September 2019.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmarhevk	01/27/2022 09:48:03 AM
Division Approval	jmarhevk	01/27/2022 09:48:06 AM
Department Approval	jmarhevk	01/27/2022 09:48:08 AM
Contract Manager Approval	llarki1	01/27/2022 09:48:38 AM
Budget Analyst Approval	vfajota	02/01/2022 11:55:21 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25535**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>American Sign Language Communication</b>
Agency Code: <b>901</b>	Contractor Name: <b>American Sign Language Communication</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>40 E. Horizon Ridge Parkway Suite 102</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Henderson, NV 89002-7930</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Dawn Duran 702-610-4722</b>
	Vendor No.: <b>T29026382</b>
	NV Business ID: <b>NV20081113914</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>21.30 %</b>	Fees	0.00 %
<b>X</b> Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3623-24-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2022**Anticipated BOE meeting date **02/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2024**Contract term: **1 year and 355 days**4. Type of contract: **Contract**Contract description: **ASL Communications**

5. Purpose of contract:

**This is new contract to provide American Sign Language interpreter, Communication Access Realtime Translation and Certified Deaf Interpreter services to clients and staff of the Rehabilitation Division.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**

Other basis for payment: Rates: as contracted. Invoices will be payable only upon approval by authorized REHAB personnel. Contract not to exceed: \$49,500.00.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Americans with Disability Act requires that Title II entities (State and local governments) and Title III entities (businesses and nonprofit organizations that serve the public) to communicate effectively with people who have communication disabilities. The goal is to ensure that communication with people with these disabilities is equally effective as communication with people without disabilities.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not registered under the ADSD Nevada Interpreter registry.**

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):

Karasch  
Boost Lingo  
Vancro  
ASL Communication

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest Cost Vendor

d. Last bid date: 01/18/2022 Anticipated re-bid date: 11/01/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has provided satisfactory services to State Purchasing since 2018.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmarhevk	02/04/2022 09:25:41 AM
Division Approval	jmarhevk	02/04/2022 09:25:44 AM
Department Approval	jmarhevk	02/04/2022 09:25:46 AM
Contract Manager Approval	llarki1	02/04/2022 09:34:20 AM
Budget Analyst Approval	vfajota	02/10/2022 10:36:02 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25294**

Agency Name:	<b>DETR - ADMINISTRATIVE SERVICES</b>	Legal Entity Name:	<b>HILLTOP REFRIGERATION INC</b>
Agency Code:	<b>908</b>	Contractor Name:	<b>HILLTOP REFRIGERATION INC</b>
Appropriation Unit:	<b>3272-04</b>	Address:	<b>1215 KLEPPE LN STE 1</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89431-6494</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Justin Cunningham 775/835-9659
		Vendor No.:	T27041493
		NV Business ID:	NV20131621533

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>1.90 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>69.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>29.10 % BEN, ESD Special Fund and Career Enhancement Program</b>

Agency Reference #: 3600-26-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2022**

Anticipated BOE meeting date 12/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/10/2025**Contract term: **3 years and 302 days**4. Type of contract: **Contract**Contract description: **HVAC Services**

5. Purpose of contract:

**This is a new contract to provide regular maintenance and emergency services for heating, ventilation and air conditioning to northern Nevada facilities as needed.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,000.00**

Other basis for payment: Regular Rate time: 7am - 5pm. \$95.00 Per Hour. Overtime Rate, Holiday and weekends \$142.50 Per Hour. \$25.00 Truck Charge. The State will initiate payment upon receipt and approval from the program of an approved itemized invoice broken out into time and materials.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is a new contract to provide heating, ventilation and air conditioning (HVAC) maintenance and services for the facilities located in northern Nevada on an as needed basis.**

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 required experience and training for these services.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Anderson Heating  
Cavallero Heating  
Hilltop Refrigeration

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One in a vendor pool. Vendor offered services as needed at reasonable rates.

d. Last bid date: 11/05/2021 Anticipated re-bid date: 11/05/2025

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Enter into contract with us in May of 2017 to render services as stated herein the current contract for HVAC services.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Brandon Taylor, Facility Manager Ph: 775-684-3901

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmarhevk	12/14/2021 11:51:51 AM
Division Approval	jmarhevk	12/14/2021 11:51:53 AM
Department Approval	jmarhevk	12/14/2021 11:51:55 AM
Contract Manager Approval	llarki1	12/14/2021 12:15:50 PM
Budget Analyst Approval	vfajota	02/11/2022 09:53:22 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25270**

Agency Name:	<b>DETR - ADMINISTRATIVE SERVICES</b>	Legal Entity Name:	<b>WELLS, JAMES R DBA</b>
Agency Code:	<b>908</b>	Contractor Name:	<b>WELLS, JAMES R DBA</b>
Appropriation Unit:	<b>All Budget Accounts - Category 04</b>	Address:	<b>JRW CONSULTING LLC 4368 HIDDEN MEADOW DR CARSON CITY, NV 89701-8623</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>CARSON CITY, NV 89701-8623</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>JAMES WELLS 775/434-5524</b>
		Vendor No.:	<b>T32007385</b>
		NV Business ID:	<b>NV20181703518</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % COST ALLOCATION</b>

Agency Reference #: 3592-24-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2022**

Anticipated BOE meeting date 01/2022

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2023**Contract term: **1 year and 322 days**4. Type of contract: **Contract**Contract description: **JRW Consulting**

5. Purpose of contract:

**This is a new contract to provide financial services consulting as a Certified Public Accountant for the Unemployment Trust Fund, Benefits, and Clearing Accounts reconciliation and annual audit, and year-end State Controller's Office Annual Comprehensive Financial Report.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,000.00**

Payment for services will be made at the rate of \$125.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Department has just been given an Accountant 2 for the first time in Department history. Jim Wells will not only help to ensure the bank accounts are reconciled but ensure the Accountant 2 has the tools and training to take over the reconciliation and audit needs moving forward.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Jim Wells is the most qualified individual in the State of Nevada. No other individual has the history, skills and knowledge to perform the duties and help the Department improve. The Trust Fund account has held funds over a billion dollars and needs the most high level attention available to the state.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

He is an Accountant with the government knowledge needed to perform these tasks.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmarhevk	12/09/2021 11:23:10 AM
Division Approval	jmarhevk	12/09/2021 11:23:12 AM
Department Approval	jmarhevk	12/09/2021 11:23:15 AM
Contract Manager Approval	ghein	12/09/2021 11:24:31 AM
Budget Analyst Approval	vfajota	02/11/2022 10:08:18 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **25190**Agency Name: **SILVER STATE HEALTH  
INSURANCE EXCHANGE**Agency Code: **960**Appropriation Unit: **1400-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BULLETPROOF SOLUTIONS INC**Contractor Name: **BULLETPROOF SOLUTIONS INC**Address: **3040 WILLIAMS DR STE 510**City/State/Zip: **FAIRFAX, VA 22031-4618**Contact/Phone: **Melissa Aarskaug 2029035955**Vendor No.: **T27043397**NV Business ID: **NV20171621769**To what State Fiscal Year(s) will the contract be charged? **2022-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Carrier</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/18/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2023**Contract term: **1 year and 13 days**4. Type of contract: **Contract**Contract description: **Security Audit**

5. Purpose of contract:

**This is a new contract to provide security audit services required by the Centers for Medicare and Medicaid Services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Exchange must contract with a vendor to conduct a Security and Privacy Assessment Plan (SAP); conduct a MARS-E Independent Security Assessment (ISA); and complete an accompanying Administering Entity Security and Privacy Assessment Report (SAR) and Administering Entity Security and Privacy Assessment Workbook (SAW), as defined in the Framework for the Independent Assessment of Security and Privacy Controls issued by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise necessary to provide these services. Additionally, CMS requires that this assessment be conducted by a third party.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP 96SSHIX-S1727 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 09/20/2021 Anticipated re-bid date: 09/20/2022

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Russell Cook, IT Manager Ph: 7756879927

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jlop18	11/02/2021 13:48:47 PM
Division Approval	jlop18	11/02/2021 13:48:50 PM
Department Approval	rhig	11/02/2021 13:52:58 PM
Contract Manager Approval	jlop18	11/02/2021 13:54:17 PM
Budget Analyst Approval	kanders2	01/18/2022 11:19:51 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **23345** Amendment Number: **1**

Legal Entity Name: **KAEMPFER CROWELL**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Contractor Name: **KAEMPFER CROWELL**

Agency Code: **BDC** Address: **50 West Liberty St. Suite 700**

Appropriation Unit: **B022 - All Categories** City/State/Zip: **Reno, NV 89501**

Is budget authority available?: **Yes** Contact/Phone: **Mike Hillerby 775/852-3900**

If "No" please explain: **Not Applicable** Vendor No.:

NV Business ID: **NV19941041279**

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Licensure</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2020**

Anticipated BOE meeting date **03/2022**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **02/28/2022**

Termination Date:

Contract term: **3 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Government Affairs**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides lobbying and regulation development assistance. This amendment extends the termination date from February 28, 2022 to February 28, 2024 and increases the maximum amount from \$48,000 to \$96,000 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:	\$48,000.00	\$48,000.00	\$48,000.00	Yes - Info
2. Amount of current amendment (#1):	\$48,000.00	\$48,000.00	\$96,000.00	Yes - Info
3. New maximum contract amount:	\$96,000.00			
and/or the termination date of the original contract has changed to:	02/28/2024			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Changes in federal state and local law, as well as changes in industry practices can impact licensing and operational functions of the board. The contractor will act as a liaison between the board and various government and private sector stakeholders.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no staff with the experience or qualifications to fulfill this role. Additionally, hiring a FTE would be less cost effective than contracting for these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

- c. Why was this contractor chosen in preference to other?

Only respondent

- d. Last bid date: 05/27/2020 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

- b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	01/27/2022 16:28:56 PM
Division Approval	cschonl1	01/27/2022 16:28:58 PM

Department Approval	cschonl1	01/27/2022 16:29:02 PM
Contract Manager Approval	cschonl1	01/27/2022 16:29:05 PM
Budget Analyst Approval	hfield	02/08/2022 14:50:37 PM

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: January 3, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Richard Jacobs, Executive Branch Budget Officer *RJ*  
Budget Division  
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

**DEPARTMENT OF CONSERVATION & NATURAL RESOURCES –  
DIVISION OF STATE LANDS**

Agenda Item Write-up:

Pursuant to NRS 321.5954, subsection 4, the State Land Registrar 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. This submittal reports program activities for the 2nd quarter of fiscal year 2022.

Additional Information:

There was no acquisitions of land under the Nevada Land Bank Program during this quarter. However, there were four transfers of interest in real property totaling 8,224 square feet and generated a total of \$103,956 in proceeds and \$8,224 in administrative fees.

Statutory Authority:  
NRS 321.5954

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



**MEMORANDUM**

DATE: December 30, 2021

TO: Susan Brown, Director  
Governor's Finance Office

FROM: Charles Donohue, Administrator and  
State Land Registrar, Nevada Division of State Lands

RE: **BOARD OF EXAMINERS 2ND QUARTER FY 2022 REPORT FOR THE NEVADA  
LAND BANK PROGRAM – MEETING DATE OF FEBRUARY 8, 2022**

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Pursuant to NRS 321.5954, a quarterly report regarding the real property or interests in real property transferred by the Nevada Land Bank Program shall be reported quarterly to the State Board of Examiners.

**Nevada Land Bank Program:**

The Nevada Land Bank is a program housed in the Nevada Division of State Lands (NDSL) and operated by the Nevada Tahoe Resource Team (NTRT) on behalf of the Tahoe Regional Planning Agency (TRPA) through a Memorandum of Understanding and under the authority of Chapter 355, Statutes of Nevada 1993. The Nevada Land Bank acquires sensitive parcels and also mitigates the environmentally detrimental effects of land coverage in the Lake Tahoe Basin. Land coverage, such as impervious surfaces like parking lots, roads and roofs, is one element of the bundle of development rights required in the Lake Tahoe Basin to move forward with development or redevelopment projects. Allowable coverage is calculated by the sensitivity of a parcel's land class: Class 1 through 3 are more environmentally sensitive lands; Class 4 through 7 are less sensitive lands. The Nevada Land Bank program works to transfer coverage from more to less environmentally sensitive land. These activities contribute to the protection of the environment at Lake Tahoe. Land Bank activities are funded through mitigation fees collected by TRPA and forwarded to NDSL to carry out the program.

This memorandum is to report real property or interests in real property transferred under this program for the quarter ending December 31, 2021 (October 1, 2021 – December 31, 2021).

There were no acquisitions of land during this quarter. However, four (4) transfers of interest in real property occurred during this quarter and were facilitated by the Nevada Land Bank on behalf of the Incline Village General Improvement District ("IVGID"). Per the Memorandum of Understanding between the two agencies, the sold coverage was divided equally between NDSL and IVGID, and are listed below:

**On November 5, 2021**, a transaction was finalized involving the sale of **117 square feet of Class 4, Potential** land coverage to Kuchulis 2013 Family Trust as **required as one of the conditions for TRPA permit ERSP2021-0090 to authorize an addition/modification to an existing single-family residence to include the expansion of the existing garage, and the expansion of living space and decks** located at 580 Valley Drive, Incline Village, NV 89451 in Washoe County APN 125-502-05. This transaction generated a total of \$1,566.00 in proceeds and \$117.00 in administrative fees for the Nevada Land Bank.

**On December 10, 2021**, two transactions were finalized involving the sale of **4,267 square feet of Class 1a, Potential** land coverage to EVC Incline Village, LLC., **to provide the additional coverage required as one of the conditions for TRPA permit ERSP2021-0546 to authorize a commercial redevelopment project on a two-parcel project area. The existing commercial and residential buildings will be demolished, and a new 10,800 square foot commercial building constructed. One freestanding sign and two building signs are included as part of the project, as well as parking, landscaping, and a stormwater infiltration system** located at 869 and 873 Tahoe Blvd, Incline Village, NV 89451 in Washoe County APNs 132-240-20 & 132-240-21. These transactions generated a total of \$63,990.00 in proceeds and \$4,267.00 in administrative fees for the Nevada Land Bank.

**On December 20, 2021**, a transaction was finalized involving the sale of **3,840 square feet of Class 1a, Potential** land coverage to Sun Dog, LLC., **to provide the additional coverage required as one of the conditions for TRPA permit ERSP2018-1321-01 to authorize the construction of a swimming pool, pool deck, accessory building, mechanical building, pathways, and other miscellaneous improvements that are accessory to an existing single-family residence** located at 230 Estates Drive, Incline Village, NV 89451 in Washoe County APN 130-163-27. This transaction generated a total of \$38,400.00 in proceeds and \$3,840.00 in administrative fees for the Nevada Land Bank.

All proceeds from the above transactions were deposited in the respective budget accounts to carry out the intent of the Nevada Land Bank program.

In the event you have any questions or would like additional information please contact Sherri Barker, Land Agent III at [sbarker@lands.nv.gov](mailto:sbarker@lands.nv.gov) or (775) 684-2735.

CD/sb

CC: Bradley Crowell, Director, Nevada Department of Conservation and Natural Resources

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 17, 2022

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

From: Jennifer Hamilton, 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 2022 – 2<sup>nd</sup> QUARTER OVERTIME REPORT**

Agenda Item Write-up:

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 2022.

Additional Information:

As of the second quarter of fiscal year 2022, year to date overtime pay and accrued compensatory leave accounted for a total of approximately \$39.83 million, or 7.20% of total pay, a 65.1% increase from fiscal year 2021.

The 5 agencies with the highest dollar amount of overtime and accrued comp time for the quarter accounted for 89.7% of the total:

1. Department of Corrections – \$7.92 million
2. Department of Health & Human Services – \$5.58 million
3. Department of Public Safety – \$2.31 million
4. Department of Transportation – \$1.50 million

5. Department of Employment, Training, & Rehab – \$745 thousand

The 5 agencies with the highest percentage of overtime and accrued comp time as a share of total pay for the 2nd quarter of FY22 were:

1. Department of Corrections – 17.82%
2. Department of Veterans Service – 15.80%
3. Department of Public Safety – 9.84%
4. Controller's Office – 6.84%
5. Department of Health and Human Services – 6.52%

At the Department of Corrections, overtime and comp time increased by \$1,328,180M (20.2%) from the prior quarter and continued to be driven by the large correctional centers and medical personnel. Overtime and comp time for the 2<sup>nd</sup> quarter of FY22 were highest at these 7 locations, which accounted for 87.2% of the total overtime for the department:

1. High Desert State Prison – \$1.94M
2. Northern Nevada Correctional Center - \$1.21M
3. Ely State Prison – \$1.05M
4. Lovelock Correctional Center - \$1.03M
5. Prison Medical Care - \$659k
6. Warm Springs Correctional Center – \$535k
7. Southern Desert Correctional Center – \$471k

By event code, the highest four causes accounted for 88.3% of the overtime:

1. Annual/Military Leave Coverage – \$3.97M
2. Related to COVID-19 – \$1.54M
3. Hospital coverage – \$1.16M
4. Fire time – \$374k

At the Department of Health and Human Services, overtime was driven by Division of Welfare and Supportive Services (\$1.984M - primarily in Welfare Field Services budget account), Child and Family Services (\$1.287M), Public and Behavioral Health (\$1.486M, primarily in Southern Nevada Adult Mental Health), and Aging & Disability Services (\$789k). By event code, the highest four causes accounted for 75.2% of the overtime:

1. Workload - \$1.91M
2. Covering 24-hour shifts – \$890k
3. Covering vacant shifts – \$807k
4. Covering holiday/week – \$590k

REVIEWED: _____
INFO ITEM: _____

5 Agencies with Highest Dollar Amount of Overtime/Accrued Comp  
Fiscal Year 2022 2nd Quarter

from Fiscal Year Summary	Increase from Previous Year	Increase from Previous Year (rounded)	Share of Total Pay
Overtime + Accrued Comp FY22 2ND QTR	39,831,735	39,830,000	7.20%
Overtime + Accrued Comp FY21 2ND QTR	24,127,151	24,130,000	
Difference	15,704,584	15,700,000	
Percent Increase/(Decrease) from Previous Year	65.1%	65.1%	

from Quarterly Detailed Analysis	Total OT / Accr Comp
Current Qtr OT Pay & Accr Comp	20,140,437

Highest in Dollars	Department	Amount
1	NDOC	7,923,935
2	DHHS	5,578,530
3	DPS	2,310,254
4	NDOT	1,504,756
5	DETR	744,518
Total 5 Agencies		18,061,993
Total Overtime/Accrued Comp		20,140,437
%		89.7%

Row Labels	Sum of Dollars12
WORKLOAD	\$ 1,906,218.58
COVER-24 HR	\$ 890,229.44
COVER-VACANT	\$ 807,174.86
COVER-HOL/WK	\$ 590,136.87
AGNCY DEFINE	\$ 575,228.22
COVER-SICK	\$ 215,793.17
COVID-19	\$ 151,463.33
CLIENT SVCS	\$ 141,040.01
COVER-AL/MIL	\$ 60,565.71
TRAINING	\$ 54,243.58
EMERGENCIES	\$ 37,504.18
TRAVEL	\$ 24,424.16
INVESTIGATE	\$ 24,086.27
PROGRAM DEAD	\$ 20,874.74
COVER-INJURY	\$ 14,188.25
SITE REPAIR	\$ 10,811.43
ADMIN	\$ 8,733.89
ACCIDENTS	\$ 7,301.61
SPECIAL EVNT	\$ 6,738.63
COVER-TRAIN	\$ 6,017.39
BACKLOG REDU	\$ 3,888.93
ADMIN SUPPRT	\$ 3,069.51
PERSONNEL	\$ 2,982.10
ACCT/FISCAL	\$ 2,559.27
TRAIN-PERSON	\$ 2,341.27
STAFF MEET	\$ 1,910.08
OFFICE SPRT	\$ 1,840.55
MEETINGS	\$ 1,754.61
WORKSHOPS	\$ 1,556.35
COURT	\$ 1,366.58
BUDGET PREP	\$ 1,360.37
CLIENT MEET	\$ 1,012.87
CONFERENCES	\$ 113.51
(blank)	
<b>Grand Total</b>	<b>\$ 5,578,530.32</b>

1 WORKLOAD	1,906,218.58
2 COVER-24 HR	890,229.44
3 COVER-VACANT	807,174.86
4 COVER-HOL/WK	590,136.87
	4,193,759.75
	75.2%

Row Labels	Sum of Dollars5
<b>406</b>	<b>\$ 1,486,437.70</b>
HR-SO NEV ADULT MENTAL HEALTH	\$ 906,899.82
HR-FAC FOR MENTAL OFFENDER	\$ 417,375.13
HR-NNV ADULT MENTAL HEALTH SVC	\$ 60,852.86
HR-HEALTH CARE FACILITY REG	\$ 22,389.26
HR-HHS HD BISTATS & EPIDMILG	\$ 20,211.10
HR-OFF OF STATE HEALTH ADMIN	\$ 13,953.50
HR-IMMUNIZATION PROGRAM	\$ 11,745.91
HR-COMMUNICABLE DISEASES	\$ 8,803.33
HR-COMMUNITY HEALTH SERVICES	\$ 7,034.86
HR-CANCER CONTROL REGISTRY	\$ 6,713.66
HR-RADIATION CONTROL PROGRAM	\$ 6,452.75
HR-HEALTH ALERT NETWORK	\$ 1,117.93
HR-MATERNAL CHILD HEALTH SRVC	\$ 1,029.21
HR-HEALTH STATISTICS&PLANNING	\$ 1,000.44
HR-EMERGENCY MEDICAL SERVICES	\$ 437.83
HR-CHILD CARE SERVICES	\$ 239.64
HR-HHS DPBH RURAL CLINICS	\$ 180.47
HR-ENVIRONMENTAL HEALTH SRVCS	\$ -
(blank)	\$ -
HR- MARIJUANA HEALTH REGISTRY	\$ -
HR-BEHAVIORIAL HEALTH ADMINSTR	\$ -
HR-BEHAVIORIAL HLTH INFO SYSTM	\$ -
HR-WIC FOOD SUPPLEMENT	\$ -
HR- MED MARIJUANA ESTABLISHMEN	\$ -
HR-OFFICE OF MINORITY HEALTH	\$ -
HR-EARLY INTERVENTION SVCS	\$ -
HR-BEHAVIORIAL HEALTH PREV & TR	\$ -
HR-CHRONIC DISEASE	\$ -
<b>409</b>	<b>\$ 1,287,181.42</b>
HR-SO NEV CHILD & ADLSCNT SVCS	\$ 423,642.73
HR-SUMMIT VIEW YOUTH CENTER	\$ 197,315.26
HR-NEVADA YOUTH TRAINING CTR	\$ 195,429.15
HR-RURAL CHILD WELFARE	\$ 167,632.86
HR-CALIENTE YOUTH CENTER	\$ 147,092.47
HR-NO NEV CHILD & ADLSCNT SVCS	\$ 96,287.39
HR-CHILDREN/YOUTH/FAMILY ADMIN	\$ 38,549.80
HR-YOUTH PAROLE SERVICES	\$ 18,069.97
HR-COMMUNITY JUV JUSTICE PRG	\$ 3,161.79
HR-VICTIMS OF CRIME	\$ -
(blank)	\$ -
HR-CHILD CARE SERVICES	\$ -
HR-INFORMATION SERVICES	\$ -
<b>402</b>	<b>\$ 789,402.26</b>
HR-DESERT REGIONAL CENTER	\$ 691,962.56
HR-COMMUNITY BASED SERVICES	\$ 94,434.79
HR-EARLY INTERVENTION SVCS	\$ 2,004.97
HR-AGING FEDERAL PROG & ADMIN	\$ 999.94
HR-SR CITIZEN PROP TAX ASSIST	\$ -
HR-COMMUNICATION ACCESS SRVCS	\$ -
HR-HOME&COMMUNITY BASED PROG	\$ -
HR-RURAL REGIONAL CENTER	\$ -
HR-HHS DO CONSUMER HEALTH ASSI	\$ -
HR-AUTISM TREATMENT PROGRAM	\$ -
HR-TOBACCO SETTLEMENT PROGRAM	\$ -
(blank)	\$ -
HR-HR HOMEMAKER	\$ -
HR-SENIOR RX AND DISABILITY RX	\$ -
HR-SIERRA REGIONAL CENTER	\$ -
<b>407</b>	<b>\$ 1,984,311.15</b>
HR-WELFARE FIELD SERVICES	\$ 1,937,410.72
HR-WELFARE ADMINISTRATION	\$ 46,900.43
HR-CHILD CARE ASSIST & DEVEL	\$ -
HR-ENERGY ASSISTANCE - WELFARE	\$ -
(blank)	\$ -
HR-CHILD SPRT ENFORCEMNT PROG	\$ -
<b>403</b>	<b>\$ 27,927.49</b>
HR-HEALTH CARE FIN & POLICY	\$ 27,927.49
(blank)	\$ -
HR-NEVADA MEDICAID	\$ -
HR-NEVADA CHECK-UP PROGRAM	\$ -
<b>400</b>	<b>\$ 3,270.30</b>
HR-DATA ANALYTICS	\$ 1,751.46
HR-ADMINISTRATION	\$ 1,011.78
HR-IDEA PART C COMPLIANCE	\$ 507.06
HR-GRANTS MANAGEMENT UNIT	\$ -
HR-INDIAN COMMISSION	\$ -
HR-PUBLIC DEFENDER	\$ -
HR- HEALTHY NV FUND ADMIN	\$ -
HR-CONSUMER HEALTH ASSISTANCE	\$ -
HR-DISABILITY SERVICES	\$ -
HR-DEVELOPMENTAL DISABILITIES	\$ -
(blank)	\$ -
HR-PATIENT PROTECTION COMMISIO	\$ -

Code	Organization	Base Pay	Acct Comp Hrs	Comp Dollars	Pd OT Hours	Pd OT Dollars	Total Curr Hrs	Total Curr Dollars	Total Prior Hrs	Total Prior Dollars	Difference
3706	HR-PRISON MEDICAL CARE	\$4,538,010.69	1252.45:00	\$48,028.29	11249.17	\$610,775.62	12502.02	\$658,803.91	9817.53:00	\$525,301.38	\$133,502.52
3708	HR-OFFENDERS STORE FUND	\$579,067.48	116:38:00	\$2,683.67	341:35:00	\$14,153.00	456:13:00	\$16,556.67	512:07:00	\$18,192.89	\$(1,366.22)
3710	HR-DIRECTORS OFFICE	\$2,716,429.91	105:58:00	\$2,586.51	2104:01:00	\$105,570.02	2209:55:00	\$108,156.53	2674:00:00	\$125,468.79	\$(17,312.26)
3711	HR-CORRECTIONAL PROGRAMS	\$1,493,718.89	79:15:00	\$2,014.23	404:41:00	\$16,541.46	483:55:00	\$18,555.69	393:17:00	\$13,822.06	\$4,733.63
3715	HR-SO NEVADA CORRECTIONAL CTR	\$17,869.60	0:00:00	\$0.00	2:30:00	\$119.66	0:00:00	\$0.00	0:00:00	\$0.00	\$19.66
3716	HR-WARM SPRINGS CORRECTIONAL CTR	\$1,239,795.67	1267:15:00	\$32,939.40	11791:43	\$501,745.46	13058:58	\$534,694.86	9425:01:00	\$405,982.04	\$128,702.82
3717	HR-NO NEVADA CORRECTIONAL CENTER	\$2,926,558.97	2723:25:00	\$4,973.51	27003:46	\$1,139,238.60	29272:11	\$1,214,212.11	22234:37	\$911,397.16	\$302,814.93
3718	HR-NEVADA STATE PRISON	\$0.00	0:00:00	\$0.00	0:00:00	\$0.00	0:00:00	\$0.00	0:00:00	\$0.00	\$0.00
3719	HR-PRISON INDUSTRY	\$223,564.56	0:00:00	\$0.00	227:20:00	\$11,052.26	227:20:00	\$11,052.26	2291:45:00	\$147,044.64	\$(135,992.38)
3722	HR-STEWART CONSERVATION CAMP	\$165,566.72	88:00:00	\$2,775.36	1076:00:00	\$51,387.83	1164:00:00	\$54,163.19	1037:15:00	\$42,633.66	\$11,529.53
3723	HR-PLOCH CONSERVATION CAMP	\$189,848.96	0:00:00	\$0.00	920:30:00	\$35,178.13	920:30:00	\$35,178.13	321:30:00	\$14,916.75	\$20,261.38
3724	HR-NO NV TRANSITIONAL HOUSING	\$173,871.52	32:00:00	\$910.72	410:00:00	\$17,329.49	442:00:00	\$18,240.21	1237:40:00	\$46,353.20	\$(28,112.99)
3725	HR-THREE LAKES VLY CONSRVTN CAMP	\$355,128.41	32:00:00	\$867.52	998:40:00	\$34,568.62	1030:40:00	\$35,536.14	183:50:00	\$6,999.10	\$28,837.04
3727	HR-PRISON RANCH	\$71,339.20	0:00:00	\$0.00	209:20:00	\$7,072.77	209:20:00	\$7,072.77	8221:01:00	\$316,623.03	\$(305,550.26)
3738	HR-SO DESERT CORRECTIONAL CTR	\$3,686,683.84	1022:09:00	\$28,600.02	12147:26	\$442,589.34	13169:35	\$471,189.36	1376:35:00	\$57,292.55	\$413,896.81
3739	HR-WELLS CONSERVATION CAMP	\$114,760.00	16:00:00	\$410.72	1351:30:00	\$56,614.93	1367:30:00	\$57,025.65	1421:05:00	\$61,597.42	\$(4,571.77)
3741	HR-HUMBOLDT CONSERVATION CAMP	\$132,660.84	16:00:00	\$476.00	1533:00:00	\$64,495.23	1549:00:00	\$64,971.23	130:30:00	\$5,881.67	\$59,089.56
3747	HR-ELY CONSERVATION CAMP	\$35,366.87	0:00:00	\$0.00	296:00:00	\$18,556.10	296:00:00	\$18,556.10	336:00:00	\$14,466.53	\$4,089.57
3748	HR-JEAN CONSERVATION CAMP	\$157,612.10	0:00:00	\$0.00	329:15:00	\$13,600.76	329:15:00	\$13,600.76	21532:45	\$937,075.71	\$(923,474.95)
3751	HR-ELY STATE PRISON	\$3,242,212.36	2178:54:00	\$58,813.38	22964:13	\$997,080.73	25143:07	\$1,055,894.11	1064:30:00	\$50,793.39	\$1,005,100.72
3752	HR-CARLIN CONSERVATION CAMP	\$120,243.44	2:00:00	\$53.60	1437:50:00	\$70,569.88	1439:50:00	\$70,623.48	732:00:00	\$30,913.38	\$39,710.10
3754	HR-TONOPAH CONSERVATION CAMP	\$136,475.52	0:00:00	\$0.00	1494:00:00	\$61,940.27	1494:00:00	\$61,940.27	17989:44	\$767,481.93	\$(705,541.66)
3759	HR-LOWLOCK CORRECTIONAL CTR	\$2,671,524.39	2193:30:00	\$99,333.46	21749:24	\$971,884.27	23884:54	\$1,031,217.73	338:00:00	\$12,235.95	\$1,018,981.78
3760	HR-F MOCLURE WOMENS COR CTR	\$449,971.36	59:30:00	\$1,678.72	1061:00:00	\$40,584.49	1120:30:00	\$42,653.21	5885:05:00	\$238,444.96	\$(197,181.75)
3761	HR-CASA GRANDE TRANS HOUSING	\$2,487,381.83	910:01:00	\$26,324.42	8795:45:00	\$343,140.07	9705:45:00	\$369,464.49	44531:22	\$1,813,331.63	\$(1,443,867.14)
3762	HR-HIGH DESERT STATE PRISON	\$8,013,642.79	4292:00:00	\$111,304.01	46191:13	\$1,834,163.72	50483:13	\$1,946,467.73	197:30:00	\$5,689.76	\$1,939,777.97
3763	HR-INMATE WELFARE ACCOUNT	\$310,182.93	63:15:00	\$1,726.27	139:15:00	\$6,679.39	282:30:00	\$8,407.66			
		\$36,553,478.65	\$	466,501.81	\$	7,467,433.10	\$7,923,934.91	\$6,587,346.46		\$1,326,180.80	20.2%
<b>Top 7 Correctional Centers (Including Prison Medical)</b>											
3762	HR-HIGH DESERT STATE PRISON	\$	4292:00:00	\$	111,304.01	\$	50483.13	\$	1,945,467.73	\$	1,214,212.11
3761	HR-NO NEVADA CORRECTIONAL CENTER	\$	2723:25:00	\$	74,973.51	\$	29272:11	\$	1,055,894.11	\$	1,031,217.73
3751	HR-ELY STATE PRISON	\$	2178:54:00	\$	58,813.38	\$	25143:07	\$	1,055,894.11	\$	1,031,217.73
3759	HR-LOWLOCK CORRECTIONAL CTR	\$	2193:30:00	\$	59,333.46	\$	23884:54	\$	1,031,217.73	\$	1,031,217.73
3766	HR-PRISON MEDICAL CARE	\$	1267:15:00	\$	48,028.29	\$	12502:02	\$	658,803.91	\$	534,694.86
3716	HR-WARM SPRINGS CORRECTIONAL CTR	\$	1267:15:00	\$	32,939.40	\$	13058:58	\$	534,694.86	\$	471,189.36
3738	HR-SO DESERT CORRECTIONAL CTR	\$	1022:09:00	\$	28,600.02	\$	13169:35	\$	6,911,469.81	\$	87.2%

440 DEPARTMENT OF CORRECTIONS

100

16412:35	\$456,501.81	176289:14	\$7,467,433.10	192701:49	\$7,923,934.91
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Highest 4 Causes of Overtime by Event Code							
1	11 COVER-AL/MIL	5293:11:00	\$	145,001.83	85395:47	\$	3,821,812.20
2	33 COVID-19	1926:35:00	\$	52,793.22	3217:07	\$	1,488,372.39
3	13 HOSPITAL COVERAG	7659:12:00	\$	218,116.24	3186:21	\$	897,726.75
4	63 FIRE TIME	234:18:00	\$	6,381.43	8198:48:00	\$	367,289.55
							\$ 6,997,493.61
							88.3%

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2022 SUMMARY (QTR 2)  
NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday, March 8, 2022

CUMULATIVE STATEWIDE TOTALS (QTR 2)

	2020	2021	2022
BASE PAY	\$537,842,003	\$529,173,808	\$513,355,620
OVERTIME PAY + ACCRUED COMP	\$25,621,034	\$35,314,642	\$39,831,734
TOTAL PAY	\$563,463,037	\$564,488,450	\$553,187,354
OT/COMP AS A SHARE OF TOTAL PAY	4.55%	6.26%	7.20%

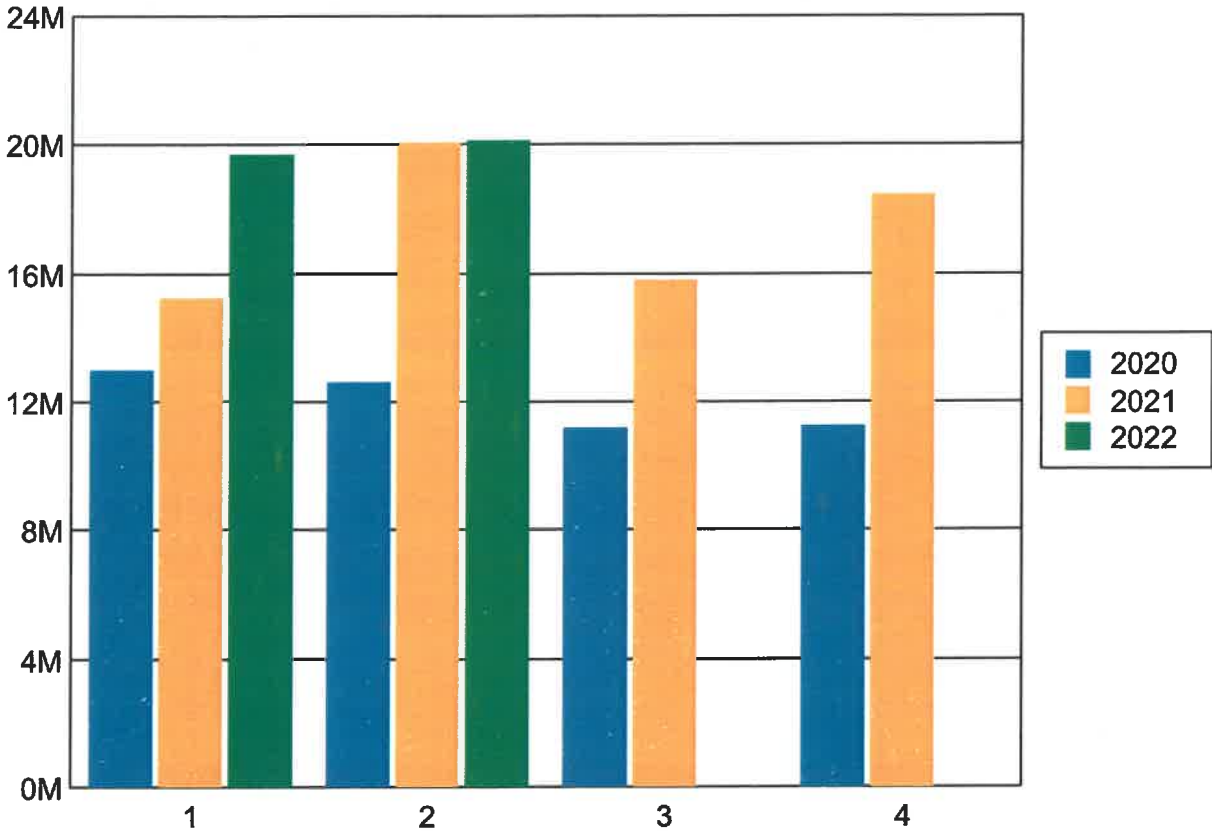
Highest OT/Comp expenditures in dollars

Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	\$7,923,935	17.82%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$5,578,530	6.52%
65	DEPARTMENT OF PUBLIC SAFETY	\$2,310,254	9.84%
80	DEPARTMENT OF TRANSPORTATION	\$1,504,756	5.71%
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$744,518	5.75%

Highest percentages of OT/Comp as a share of Total Pay

Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	\$7,923,935	17.82%
24	DEPARTMENT OF VETERANS SERVICE	\$557,393	15.80%
65	DEPARTMENT OF PUBLIC SAFETY	\$2,310,254	9.84%
06	CONTROLLER'S OFFICE	\$55,044	6.84%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$5,578,530	6.52%

Statewide OT/Comp Distribution by Quarter



	Q1 Base Pay	Q2 Base Pay	Q3 Base Pay	Q4 Base Pay
2020	\$252,721,971	\$285,120,032	\$252,209,217	\$293,568,364
2021	\$246,192,362	\$282,981,446	\$248,567,013	\$291,441,928
2022	\$237,463,869	\$275,891,750	\$0	\$0

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2022 QUARTERLY ANALYSIS vs FY2021

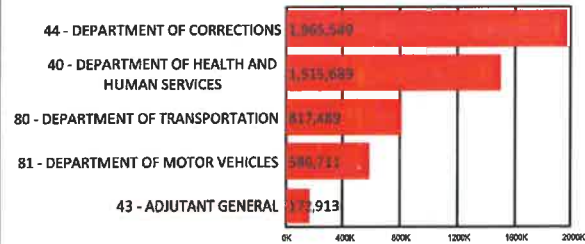
NEVADA DEPARTMENT OF ADMINISTRATION

Tuesday, March 8, 2022

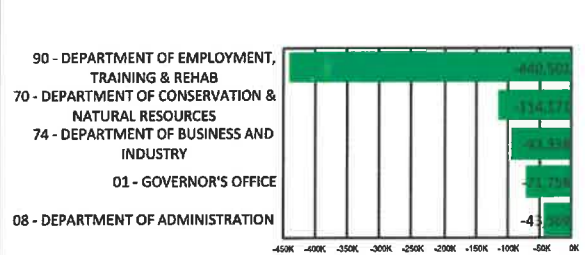


FY2022 - QTR1

Greatest increases in OT/Comp expenditures vs FY2021

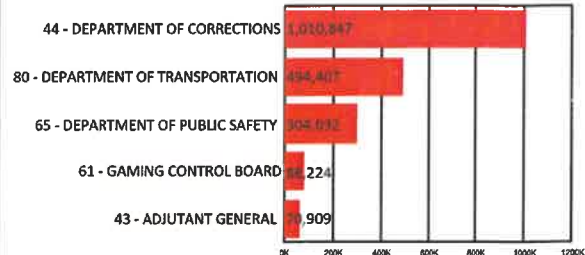


Greatest reductions in OT/Comp expenditure vs FY2021

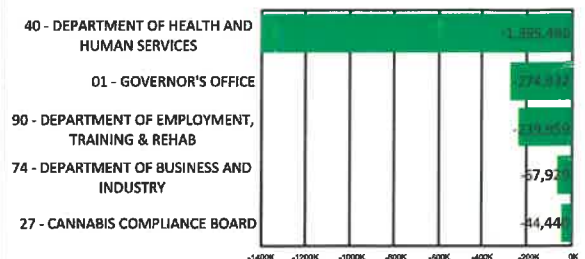


FY2022 - QTR2

Greatest increases in OT/Comp expenditures vs FY2021



Greatest reductions in OT/Comp expenditure vs FY2021



FY2022 - QTR3

Greatest increases in OT/Comp expenditures vs FY2021

No Data Available

Greatest reductions in OT/Comp expenditure vs FY2021

No Data Available

FY2022 - QTR4

Greatest increases in OT/Comp expenditures vs FY2021

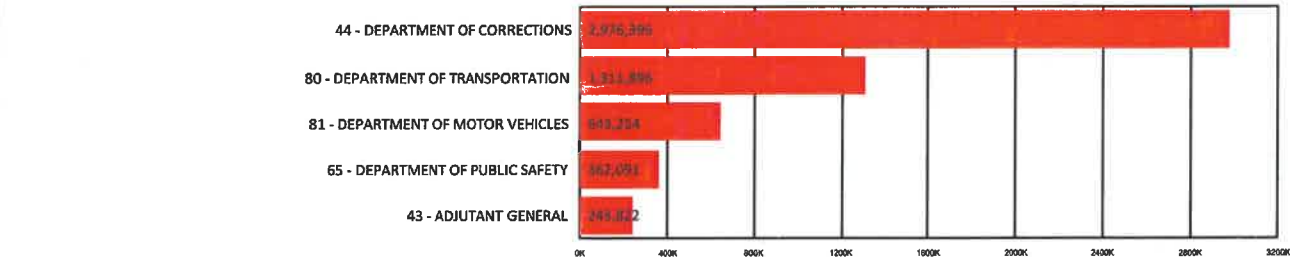
No Data Available

Greatest reductions in OT/Comp expenditure vs FY2021

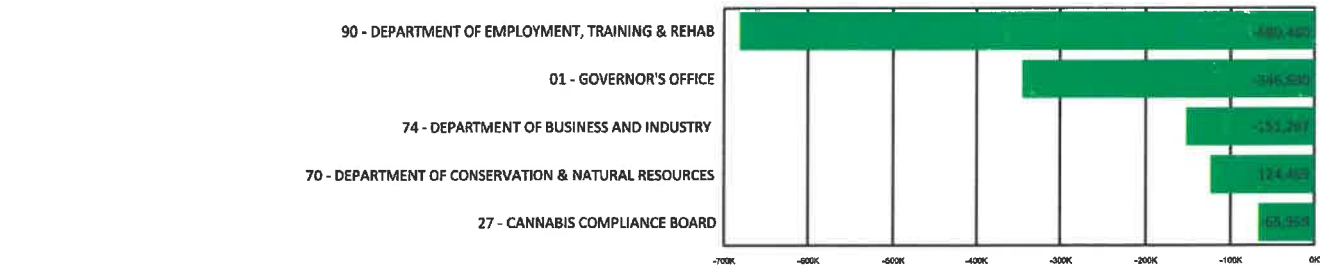
No Data Available

FY2022 - YEAR-TO-DATE TOTALS

Greatest increases in OT/Comp expenditures vs FY2021



Greatest reductions in OT/Comp expenditure vs FY2021



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2022 QUARTERLY DETAILED ANALYSIS  
NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday, March 8, 2022

	FY2022QTR1				FY2022QTR2				FY2022 QTR1-QTR2			
	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/ Comp versus FY2021	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/ Comp versus FY2021	Overtime Pay and Accrued Comp (YTD)	Total Pay (YTD)	OT/Comp as a Share of Total Pay (YTD)	Difference in OT Pay/Comp versus FY2021 (YTD)
01 - GOVERNOR'S OFFICE	\$33,650	\$2,137,979	1.57%	\$-71,758	\$26,631	\$2,578,020	1.03%	\$-274,932	\$60,280.34	\$4,715,999.35	1.28%	\$-346,690
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$57,581	0.00%	\$0	\$0	\$35,011	0.00%	\$0	\$0.00	\$92,592.35	0.00%	\$0
03 - ATTORNEY GENERAL'S OFFICE	\$37,615	\$6,346,049	0.59%	\$-14,546	\$38,654	\$7,581,068	0.51%	\$-26,983	\$76,268.98	\$13,927,117.23	0.55%	\$-41,529
04 - SECRETARY OF STATE'S OFFICE	\$3,932	\$1,525,564	0.26%	\$3,712	\$49,645	\$1,869,834	2.66%	\$41,305	\$53,576.08	\$3,395,397.91	1.58%	\$45,017
05 - TREASURER'S OFFICE	\$3,304	\$660,588	0.50%	\$618	\$4,110	\$753,504	0.55%	\$2,742	\$7,413.62	\$1,414,092.78	0.52%	\$3,360
06 - CONTROLLER'S OFFICE	\$46,075	\$625,323	7.37%	\$25,615	\$55,044	\$804,260	6.84%	\$-3,569	\$101,118.84	\$1,429,582.92	7.07%	\$22,046
08 - DEPARTMENT OF ADMINISTRATION	\$79,759	\$7,065,846	1.13%	\$-43,569	\$120,337	\$8,749,119	1.38%	\$36,196	\$200,096.21	\$15,814,965.09	1.27%	\$-7,373
09 - JUDICIAL BRANCH	\$5,867	\$6,899,109	0.09%	\$5,453	\$10,914	\$8,413,999	0.13%	\$10,286	\$16,780.55	\$15,313,108.26	0.11%	\$15,740
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$7,411	\$1,213,810	0.61%	\$1,280	\$15,744	\$1,452,337	1.08%	\$11,051	\$23,155.33	\$2,666,147.12	0.87%	\$12,331
11 - DEPARTMENT OF INDIGENT DEFENSE SERVICES	\$0	\$399,089	0.00%	\$0	\$0	\$483,982	0.00%	\$0	\$0.00	\$883,070.80	0.00%	\$0
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$644,385	0.00%	\$0	\$0	\$807,761	0.00%	\$0	\$0.00	\$1,452,145.53	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$34,976	\$3,983,496	0.88%	\$17,344	\$25,537	\$4,833,002	0.53%	\$-4,815	\$60,513.58	\$8,816,498.68	0.69%	\$12,529
15 - COMMISSION ON ETHICS	\$0	\$108,430	0.00%	\$0	\$0	\$113,534	0.00%	\$0	\$0.00	\$221,964.44	0.00%	\$0
16 - DEPARTMENT OF SENTENCING POLICY	\$0	\$62,563	0.00%	\$0	\$0	\$61,010	0.00%	\$0	\$0.00	\$123,573.44	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$101,283	0.00%	\$0	\$0	\$124,354	0.00%	\$0	\$0.00	\$225,637.04	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$0	\$228,696	0.00%	\$0	\$2,207	\$290,768	0.76%	\$1,374	\$2,206.77	\$519,464.33	0.42%	\$1,374
24 - DEPARTMENT OF VETERANS SERVICES	\$583,685	\$3,096,187	18.85%	\$32,804	\$557,393	\$3,527,545	15.80%	\$-16,276	\$1,141,078.06	\$6,623,732.43	17.23%	\$16,528
27 - CANNABIS COMPLIANCE BOARD	\$10,032	\$695,554	1.44%	\$-21,519	\$15,122	\$893,085	1.69%	\$-44,440	\$25,154.06	\$1,588,639.19	1.58%	\$-65,959
30 - DEPARTMENT OF EDUCATION	\$57,599	\$2,487,527	2.32%	\$-1,491	\$16,952	\$3,142,173	0.54%	\$-4,188	\$74,551.32	\$5,629,700.07	1.32%	\$-5,678
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$15,990	\$364,052	4.39%	\$5,414	\$19,971	\$441,522	4.52%	\$10,492	\$35,961.19	\$805,574.23	4.46%	\$15,906
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$4,801,474	\$72,771,363	6.60%	\$1,515,689	\$5,578,530	\$85,567,228	6.52%	\$-1,395,466	\$10,380,004.73	\$8,338,590.73	6.56%	\$120,223
43 - ADJUTANT GENERAL	\$261,274	\$2,132,020	12.25%	\$172,913	\$146,335	\$2,522,188	5.80%	\$70,909	\$407,608.68	\$4,654,208.14	8.76%	\$243,822
44 - DEPARTMENT OF CORRECTIONS	\$6,596,218	\$37,245,521	17.71%	\$1,965,549	\$7,923,935	\$44,477,414	17.82%	\$1,010,847	\$14,520,152.88	\$81,722,934.25	17.77%	\$2,976,395
50 - COMMISSION ON MINERAL RESOURCES	\$13,836	\$215,092	6.43%	\$9,336	\$0	\$195,772	0.00%	\$0	\$13,836.19	\$410,864.74	3.37%	\$9,336
55 - DEPARTMENT OF AGRICULTURE	\$15,158	\$1,800,406	0.84%	\$-18,640	\$8,332	\$2,150,541	0.39%	\$310	\$23,490.33	\$3,950,946.90	0.59%	\$-18,330
58 - PUBLIC UTILITIES COMMISSION	\$0	\$1,817,162	0.00%	\$0	\$0	\$2,221,448	0.00%	\$0	\$0.00	\$4,038,609.44	0.00%	\$0
61 - GAMING CONTROL BOARD	\$134,705	\$5,781,487	2.33%	\$59,449	\$177,237	\$7,052,198	2.51%	\$88,224	\$311,942.34	\$12,833,685.15	2.43%	\$147,673
65 - DEPARTMENT OF PUBLIC SAFETY	\$2,255,683	\$19,655,670	11.48%	\$58,059	\$2,310,254	\$23,472,222	9.84%	\$304,032	\$4,565,936.33	\$43,127,891.57	10.59%	\$362,091
69 - COLORADO RIVER COMMISSION	\$1,183	\$617,144	0.19%	\$-1,138	\$2,027	\$767,302	0.26%	\$504	\$3,209.73	\$1,384,446.79	0.23%	\$-634
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,403,252	\$11,664,125	12.03%	\$-114,171	\$188,611	\$11,352,064	1.66%	\$-10,297	\$1,591,862.96	\$23,016,188.80	6.92%	\$-124,469
72 - DEPARTMENT OF WILDLIFE	\$84,233	\$3,465,047	2.43%	\$3,943	\$70,092	\$4,165,486	1.68%	\$2,650	\$154,325.09	\$7,630,533.82	2.02%	\$6,593
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$34,720	\$8,075,809	0.43%	\$-93,338	\$46,352	\$9,858,323	0.47%	\$-57,929	\$81,072.41	\$17,934,131.94	0.45%	\$-151,267
80 - DEPARTMENT OF TRANSPORTATION	\$1,545,168	\$26,668,464	5.79%	\$817,489	\$1,504,756	\$26,344,265	5.71%	\$494,407	\$3,049,924.08	\$53,012,729.34	5.75%	\$1,311,896
81 - DEPARTMENT OF MOTOR VEHICLES	\$666,899	\$12,759,048	5.23%	\$586,711	\$481,196	\$15,116,841	3.18%	\$56,543	\$1,148,094.79	\$27,875,888.28	4.12%	\$643,254
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$957,600	\$13,083,960	7.32%	\$-440,501	\$744,518	\$12,954,109	5.75%	\$-239,959	\$1,702,118.68	\$26,038,069.08	6.54%	\$-680,460
95 - PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$0	\$368,486	0.00%	\$0	\$0	\$447,421	0.00%	\$0	\$0.00	\$815,906.92	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$0	\$331,248	0.00%	\$-1,806	\$0	\$411,477	0.00%	\$-4,824	\$0.00	\$742,724.72	0.00%	\$-6,631
Total	\$19,691,297	\$257,155,166	7.66%	\$4,458,898	\$20,140,437	\$296,032,188	6.80%	\$58,195	\$39,831,734	\$553,187,354	7.20%	\$4,517,093

OVERTIME/ACCRUED COMP USE BY DEPARTMENT
FISCAL YEAR 2022 COMPARATIVE YEAR-TO\_DATE ANALYSIS (QTR1-QTR2) VS FY2020-FY2021
NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday, March 8, 2022

	FY 2020 QTR1-QTR2				FY 2021 QTR1-QTR2				FY 2022 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	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp vs Prior Fiscal Year
01 - GOVERNOR'S OFFICE	\$27,686	\$3,928,637	0.70%	\$-250,583	\$406,971	\$4,806,495	8.47%	\$379,284	\$60,280	\$4,715,999	1.28%	\$-346,690
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$162,594	0.00%	\$0	\$0	\$172,941	0.00%	\$0	\$0	\$92,592	0.00%	\$0
03 - ATTORNEY GENERAL'S OFFICE	\$53,069	\$13,978,650	0.38%	\$11,344	\$117,798	\$14,479,033	0.81%	\$64,728	\$76,269	\$13,927,117	0.55%	\$-41,529
04 - SECRETARY OF STATE'S OFFICE	\$195,769	\$3,951,359	4.95%	\$170,924	\$8,559	\$3,481,381	0.25%	\$-187,210	\$53,576	\$3,395,398	1.58%	\$45,017
05 - TREASURER'S OFFICE	\$2,799	\$1,405,963	0.20%	\$7	\$4,054	\$1,422,847	0.28%	\$1,255	\$7,414	\$1,414,093	0.52%	\$3,360
06 - CONTROLLER'S OFFICE	\$44,868	\$1,458,657	3.08%	\$-15,359	\$79,073	\$1,440,141	5.49%	\$34,205	\$101,119	\$1,429,583	7.07%	\$22,046
08 - DEPARTMENT OF ADMINISTRATION	\$211,619	\$16,914,742	1.25%	\$-54,002	\$207,469	\$16,549,173	1.25%	\$-4,150	\$200,096	\$15,814,965	1.27%	\$-7,373
09 - JUDICIAL BRANCH	\$1,685	\$15,032,430	0.01%	\$-4,770	\$1,041	\$14,867,721	0.01%	\$-644	\$16,781	\$15,313,108	0.11%	\$15,740
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$25,446	\$3,347,940	0.76%	\$3,786	\$10,824	\$2,347,600	0.46%	\$-14,622	\$23,155	\$2,666,147	0.87%	\$12,331
11 - DEPARTMENT OF INDIGENT DEFENSE SERVICES	\$0	\$610,497	0.00%	\$0	\$0	\$877,202	0.00%	\$0	\$0	\$883,071	0.00%	\$0
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$1,450,675	0.00%	\$0	\$0	\$1,427,501	0.00%	\$0	\$0	\$1,452,146	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$68,463	\$9,907,694	0.69%	\$-17,962	\$47,985	\$9,651,077	0.50%	\$-20,478	\$60,514	\$8,816,499	0.69%	\$12,529
15 - COMMISSION ON ETHICS	\$0	\$248,991	0.00%	\$0	\$0	\$240,934	0.00%	\$0	\$0	\$221,964	0.00%	\$0
16 - DEPARTMENT OF SENTENCING POLICY	\$0	\$7,050	0.00%	\$0	\$0	\$101,043	0.00%	\$0	\$0	\$123,573	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$215,738	0.00%	\$0	\$0	\$228,564	0.00%	\$0	\$0	\$225,637	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$384	\$501,930	0.08%	\$-495	\$833	\$439,299	0.19%	\$449	\$2,207	\$519,464	0.42%	\$1,374
24 - DEPARTMENT OF VETERANS SERVICES	\$557,085	\$6,239,583	8.93%	\$151,162	\$1,124,550	\$6,844,262	16.43%	\$567,465	\$1,141,078	\$6,623,732	17.23%	\$16,528
27 - CANNABIS COMPLIANCE BOARD	\$0	\$0	0.00%	\$0	\$91,113	\$1,228,343	7.42%	\$91,113	\$25,154	\$1,588,639	1.58%	\$-65,959
30 - DEPARTMENT OF EDUCATION	\$53,229	\$5,700,235	0.93%	\$-69,538	\$80,230	\$5,912,323	1.36%	\$27,001	\$74,551	\$5,629,700	1.32%	\$-5,678
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$18,875	\$677,178	2.79%	\$6,553	\$20,055	\$774,383	2.59%	\$1,181	\$35,961	\$805,574	4.46%	\$15,906
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$5,425,782	\$160,572,858	3.38%	\$-587,842	\$10,259,782	\$162,989,210	6.29%	\$4,834,000	\$10,380,005	\$158,338,591	6.56%	\$120,223
43 - ADJUTANT GENERAL	\$136,150	\$2,652,938	5.13%	\$9,383	\$163,786	\$2,777,321	5.90%	\$27,636	\$407,609	\$4,654,208	8.76%	\$243,822
44 - DEPARTMENT OF CORRECTIONS	\$8,201,664	\$84,127,505	9.75%	\$2,133,802	\$11,543,758	\$85,480,784	13.50%	\$3,342,094	\$14,520,153	\$81,722,934	17.77%	\$2,976,395
50 - COMMISSION ON MINERAL RESOURCES	\$16,752	\$449,776	3.72%	\$251	\$4,500	\$402,043	1.12%	\$-12,251	\$13,836	\$410,865	3.37%	\$9,336
55 - DEPARTMENT OF AGRICULTURE	\$40,815	\$4,102,908	0.99%	\$-13,463	\$41,820	\$4,109,657	1.02%	\$1,006	\$23,490	\$3,950,947	0.59%	\$-18,330
58 - PUBLIC UTILITIES COMMISSION	\$0	\$4,175,179	0.00%	\$0	\$0	\$3,955,574	0.00%	\$0	\$0	\$4,038,609	0.00%	\$0
61 - GAMING CONTROL BOARD	\$364,907	\$13,495,558	2.70%	\$63,876	\$164,270	\$12,717,238	1.29%	\$-200,637	\$311,942	\$12,833,685	2.43%	\$147,673
65 - DEPARTMENT OF PUBLIC SAFETY	\$4,567,129	\$47,540,161	9.61%	\$351,447	\$4,203,846	\$45,932,299	9.15%	\$-363,284	\$4,565,936	\$43,127,892	10.59%	\$362,091
69 - COLORADO RIVER COMMISSION	\$5,201	\$1,550,095	0.34%	\$2,675	\$3,844	\$1,465,944	0.26%	\$-1,356	\$3,210	\$1,384,447	0.23%	\$-634
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,715,631	\$23,929,582	7.17%	\$-848,031	\$1,716,331	\$23,719,325	7.24%	\$700	\$1,591,863	\$23,016,189	6.92%	\$-124,469
72 - DEPARTMENT OF WILDLIFE	\$173,851	\$8,104,478	2.15%	\$33,360	\$147,732	\$7,524,699	1.96%	\$-26,119	\$154,325	\$7,630,534	2.02%	\$6,593
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$75,381	\$18,751,605	0.40%	\$-34,612	\$232,339	\$18,158,236	1.28%	\$156,958	\$81,072	\$17,934,132	0.45%	\$-151,267
80 - DEPARTMENT OF TRANSPORTATION	\$2,850,810	\$55,200,520	5.16%	\$300,509	\$1,738,028	\$52,493,722	3.31%	\$-1,112,782	\$3,049,924	\$53,012,729	5.75%	\$1,311,896
81 - DEPARTMENT OF MOTOR VEHICLES	\$545,650	\$29,336,750	1.86%	\$190,406	\$504,841	\$28,207,677	1.79%	\$-40,809	\$1,148,095	\$27,875,888	4.12%	\$643,254
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$240,334	\$22,247,983	1.08%	\$-38,944	\$2,382,579	\$25,715,628	9.27%	\$2,142,245	\$1,702,119	\$26,038,069	6.54%	\$-680,460
95 - PUBLIC EMPLOYEES BENEFITS PROGRAM	\$0	\$913,153	0.00%	\$0	\$0	\$830,196	0.00%	\$0	\$0	\$0	0.00%	\$0
95 - PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0	\$0	\$815,907	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$0	\$571,443	0.00%	\$0	\$6,631	\$716,631	0.93%	\$6,631	\$0	\$742,725	0.00%	\$-6,631
Total	\$25,621,034	563,463,037.03	4.55%	\$1,493,883	\$35,314,642	564,488,449.72	6.26%	\$9,693,608	\$39,831,734	553,187,353.80	7.20%	\$4,517,093

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Melanie Young  
Administrator

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

Date: February 1, 2022  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Melanie Young, Budget Administrator *my*  
Budget Division  
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

**GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION**

Agenda Item Write-up:

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the Tort Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of January 31, 2022.

Additional Information:

The Tort Claim Fund is the State Treasury Fund for Insurance Premiums. The Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account prior to any projected outstanding claims.

Tort Claim Fund	\$ 4,395,992.84
Statutory Contingency Account	\$ 12,021,904.79
Stale Claims Account	\$ 2,418,891.73
Emergency Account	\$ 354,763.00
Disaster Relief Account	\$ 7,505,618.81

IFC Unrestricted Contingency Fund General Fund	\$ 26,438,872.48
IFC Unrestricted Contingency Highway Fund	\$ 1,638,068.35
IFC Restricted Contingency Fund General Fund	\$ 8,792,164.00
IFC Restricted Contingency Highway Fund	\$ 334,796.00

Statutory Authority:

NRS 331.187, 353.097, 353.263, 353.264, 353.266, 353.268, 353.2735 and  
AB355, AB464, AB468, AB494 of the 2021 Legislative Session

REVIEWED: my

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

**BA 4892 Statutory Contingency Account**  
**NRS 353.264**  
**FY 2022 (as of January 31, 2022)**

Beginning Cash	12,269,765.00
	-
<b>Total Revenue</b>	<b>\$ 12,269,765.00</b>

Paid Claims:

Wrongful Conviction Berry	(18,668.88)
Attorney General Special Counsel	(198,620.33)
Post Conviction Claims NRS 212.070	(30,571.00)

<b>Total Payments</b>	<b>(247,860.21)</b>
<b>Account Balance</b>	<b>\$ 12,021,904.79</b>

Claims Submitted for Payment:

Post Conviction Claims NRS 212.070	(33,219.24)
Attorney General Special Counsel	(105,000.00)
Wrongful Conviction Dealba	(220,922.82)

	\$ (359,142.06)
<b>Submitted for Payment</b>	
<b>Account Balance</b>	<b>\$ 11,662,762.73</b>

Projected Outstanding Claims:

	-
<b>Total Pending Claims</b>	<b>\$ -</b>
<b>Account Balance</b>	<b>\$ 11,662,762.73</b>

**BA 1348 TORT Claim Fund**  
**NRS 331.187**  
**FY 2022 (as of January 31, 2022)**

Beginning Cash	3,886,164.00	
Credit Card Rebate	121.75	
Insurance Premiums - A	281,075.97	
Insurance Premiums	3,645,245.06	
AG Loan Repayment	5,000.00	
Trans from CRF	-	
	<u>7,817,606.78</u>	
<b>Total Revenue</b>		<b><u>\$ 7,817,606.78</u></b>

		<u><b>Paid Claims:</b></u>
Attorney General's Office (Operating)	(109,540.35)	
Tort Claims	(3,312,073.59)	
Reserve for Reversion	-	
	<u>(3,421,613.94)</u>	
<b>Total Payments</b>		
<b>Account Balance</b>		<b><u>\$ 4,395,992.84</u></b>

Claims Submitted for Payment:  
(50,000.00)

Submitted for Payment	\$ (50,000.00)	
<b>Account Balance</b>		<b><u>\$ 4,345,992.84</u></b>

Projected Outstanding Claims:

Attorney General's Office (projection)	-	
	<u>-</u>	
<b>Total Pending Claims</b>		<b><u>\$ -</u></b>
<b>Account Balance</b>		<b><u>\$ 4,345,992.84</u></b>

**BA 4888 Stale Claims Account**  
**NRS 353.097**  
**FY 2022 as of January 31, 2022**

Beginning Cash	3,137,629.00	
Transfer from Interim Finance	-	
Appropriations	-	
<b>Total Revenue</b>	<b>\$</b>	<b>3,137,629.00</b>

<b><u>Paid Claims:</u></b>		
Post Conviction Claims	(187,986.58)	
Governor's Office	(4,017.26)	
Secretary of State	(34,398.90)	
State Treasurer's Office		
State Controller's Office	(55,440.04)	
Supreme Court		
Taxation	(44,932.64)	
Veterans Affairs	(264.00)	
DETR - NERC		
Public Defender	(1,506.00)	
Dept. of Education	(106,072.27)	
Nevada State Library		
Museum		
Military Department		
Health Care Financing and Policy		
Youth Parole		
Rehabilitation	(251.34)	
DHHS - Aging Services	(22,357.30)	
DHHS - Health Division	(6,409.57)	
DHHS Welfare Division		
DHHS - Mental Health Inst	(20,446.97)	
DHHS - SO Nev Adult Mental Health	(13,715.57)	
DHHS-Rural Clinics	(1,180.00)	
DHHS - Mental Health and Dev Services	(121,300.30)	
DHHS - NO Nev Mental Health	(9,555.10)	
DHHS - SO Nev Mental Health	(31,419.90)	
DHHS - LV Childrens Behavioral Services	(10,561.95)	
Public Safety - Parole & Probation	(1,436.97)	
DHHS - RNO Childrens Behavioral Services	(838.75)	
DCFS - Nevada Youth Training Center	(106.63)	
Hearings		
Fire Marshall	(738.72)	
Gaming Control Board	(2,245.50)	
Parks	(3,515.97)	
DCNR -Water Resources		
DCNR - Forestry	(2,814.75)	
Employment Security		
DETR - Admin Services	(3,723.34)	
Dept. of Administration		
Dept. of Corrections	(15,130.27)	
Public Safety - Parole & Probation		
Parole/Pardons Boards		
DHHS-Youth Service Division		
Judiciary		
DHHS-Child and Family Services	(16,370.68)	
Admin Director		
<b>Total Payments</b>	<b>(718,737.27)</b>	
<b>Account Balance</b>	<b>\$</b>	<b>2,418,891.73</b>

**BA 4889 Emergency Fund  
NRS 353.263  
FY 2022 (as of January 31, 2022)**

Beginning Cash 354,763.00

**Total Revenue** **\$ 354,763.00**

Paid Claims:

-

Payments **\$ -**  
**Account Balance** **\$ 354,763.00**

Claims Submitted for Payment:

-

Total Submitted Payments **\$ -**  
**Account Balance** **\$ 354,763.00**

Projected Outstanding Claims

-

Total Pending Claims **\$ -**  
**Estimated Account Balance - Including all Claims** **\$ 354,763.00**

**BA 1335 Disaster Relief Account  
NRS 353.2735  
FY 2022 (as of January 31, 2022)**

Beginning Cash	6,996,569.00
Treasurer's Interest	9,049.81
1st - 2nd Qtr Transfers Per NRS 353.288(4)	500,000.00
3rd Qtr Transfers Per NRS 353.288(4)	-

<b>Total Revenue</b>	<b>\$ 7,505,618.81</b>
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Paid Claims:

Transfer to DEM	-	
	-	
	-	
Payments	-	
<b>Account Balance</b>		<b>\$ 7,505,618.81</b>

Projected Outstanding Claims :

<u>Reserve for Reversion to GF</u>	0.00
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<b>Total Pending Claims</b>	<b>0.00</b>
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**Estimated Account Balance - Including all Claims    \$ 7,505,618.81**

**IFC Contingency Fund Unrestricted**  
**NRS 353.266**  
**FY 2022 (as of January 31, 2022)**

**Unrestricted General Fund**

FY 2021 Beginning Cash Balance	20,296,179.53	
FY 2021 Appropriations	0.00	
Reversion to IFC	6,760,521.00	
<b>Total Revenue</b>		<b><u>27,056,700.53</u></b>

**Paid Claims:**

Meeting Costs	(12,547.05)	
Controllers Office	(51,680.00)	
Conservation & Natural Res - Div of Water Resources	(250,000.00)	Approved @ August 2021 IFC
Office of the Military	(303,601.00)	Approved @ August 2021 IFC
		Approved @ October 2021 IFC

Total Payments	(617,828.05)	
<b>Account Balance</b>		<b><u>26,438,872.48</u></b>

**Pending Reimbursement:**

Dept of Indigent Defense	(62,010.00)	
Forestry	(5,020,828.00)	
SOS	(2,206,158.00)	
<b>Total Pending</b>	<b>(7,288,996.00)</b>	

<b>Account Balance-GF</b>		<b><u>19,149,876.48</u></b>
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**Unrestricted Highway Fund**

Beginning Cash	1,638,068.35	
Reversion to IFC	0.00	
<b>Total Revenue</b>		<b><u>1,638,068.35</u></b>

**Paid Claims:**

Total Payments	0.00	
<b>Account Balance-HWY</b>		<b><u>1,638,068.35</u></b>

IFC Contingency Fund Restricted  
NRS 353.266  
FY 2022 (as of January 31, 2022)

**Restricted General Fund**

Beginning Balance July 1, 2021  
Appropriations

	3,852,296.00	
	8,307,527.00	
<b>Total Revenue</b>		<b>12,159,823.00</b>

Paid Claims:

Department of Taxation

	(117,659.00)
Nevada System of Higher Education Leaderverse	(750,000.00)
Conservation and Natural Resources	(2,500,000.00)

Payments	(3,367,659.00)	
<b>Account Balance</b>		<b>8,792,164.00</b>

Pending:

Total Pending	0.00	
<b>Account Balance</b>		<b>8,792,164.00</b>

**Restricted Highway Fund**

Beginning Balance July 1, 2011

	334,796.00	
	334,796.00	
<b>Total Revenue</b>		<b>334,796.00</b>

Paid Claims:

Dept of Motor Vehicles	(280,847.00)
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Payments	(280,847.00)	
<b>Account Balance</b>		<b>53,949.00</b>

<b>Total Restricted Balance:</b>		<b>8,846,113.00</b>
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