

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: April 12, 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=l_0QznMW4mc

Phone Conference Line 775-321-6111
Phone Conference ID: 510 491 593 #

AGENDA

- 1. Call to Order / Roll Call**
- 2. Public Comment** The first public comment period is limited to comments on items on the agenda. No action may be taken upon a matter raised under this public comment period unless the matter itself has been specifically included on the agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. To provide public comment on an item on the agenda, dial 775-321-6111. When prompted to provide the meeting ID, please enter 510 491 593# . When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.
- 3. Approval of the March 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 Conservation & Natural Resources – Division of Forestry	3	\$222,802
Department of Corrections – Prison Industries	1	\$8,934
Total	4	\$231,736

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 Lleta Brown to provide technical assistance to registered apprenticeship programs for the Department of Business and Industry through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

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 Shannon Moyle to assist with the reintegration of the Offender Management System back into the Nevada Offender Tracking Information System for the Department of Corrections 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 Karen Rutledge to provide assistance in legal research, dissemination of publications and oversight of legal intake of mail for the Attorney General through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

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 Indigent Defense Services

Pursuant to NRS 353.268, the Department requests the Board's recommendation to the Interim Finance Committee for an allocation of \$8,960 from the Interim Finance Contingency Account to reimburse Carson City and Humboldt County for costs associated with the maximum contribution amount for indigent defense related costs.

B. Department of Public Safety – Dignitary Protection

Pursuant to NRS 353.268, the Department requests the Board's recommendation to the Interim Finance Committee for an allocation of \$373,051 from the Interim Finance Contingency Account to fund three additional positions.

7. Approval of a License Agreement (For possible action)

Department of Transportation

Pursuant to NRS 408.353(2), the Director of the Nevada Department of Transportation requests the Board of Examiners' approval of a license agreement to occupy space for radio communication facilities and equipment on property owned and managed by The Border Inn, LLC.

8. Approval of Proposed Leases (For possible action)

9. Approval of Proposed Contracts (For possible action)

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

11. Information Item – Clerk of the Board Contracts and Master Service Agreement

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 February 15, 2022 through March 22, 2022.

12. 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 this public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. To provide public comment, dial 775-321-6111. When prompted to provide the meeting ID, please enter 510 491 593#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

13. 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. A person may submit comments to be attached to the minutes of the meeting in writing three business days before the meeting date, in addition to testifying or in lieu of testifying. Written comments are limited to 2 pages. Written comments may be submitted electronically by email at daluzzi@finance.nv.gov. We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Dale Ann Luzzi at (775) 684-0223 as soon as possible and at least two days in advance of the meeting. If you wish, you may e-mail her at daluzzi@finance.nv.gov. Supporting materials for this meeting are available at 209 E. Musser Street, Suite 200, Carson City, NV 89701 or by contacting Dale Ann Luzzi at (775) 684-0223 or by email at daluzzi@finance.nv.gov.

Agenda Posted at the Following Locations:

1. Blasdel Building, 209 E. Musser Street, Carson City, NV 89701
 2. Capitol Building, 101 North Carson Street, Carson City, NV 89701
 3. Legislative Building, 401 N. Carson Street, Carson City, NV 89701
 4. Nevada State Library & Archives, 100 North Stewart Street, Carson City, NV 89701
 5. Grant Sawyer Building, Capitol Police, 555 E. Washington, Las Vegas, NV 89101
- Posted on the Internet: <http://budget.nv.gov/Meetings/Meetings-new/> and <https://notice.nv.gov>

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Phone: (775) 684-0222 / Fax: (775) 684-0260
<http://budget.nv.gov/Meetings>

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

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
Rosalie Bordelove, Board Counsel
Dale Ann Luzzi, Board Secretary

Others Present:

Matthew Kaplan, Member of the Public
Jason Jackson, Member of the Public
Will Dawson, Member of the Public
Delaney Howard, Member of the Public
Victoria Carreon, Administrator, Department of Business and Industry
Laura Freed, Director, Department of Administration
Brett Kandt, General Counsel, Board of Pharmacy
David Wuest, Executive Secretary, Board of Pharmacy
Catherine Byrne, State Controller, Office of the State Controller

MEETING MINUTES

1. Call to Order / Roll Call

Governor: I would like to call today's meeting of the State Board of Examiners for Tuesday, March 8, 2022, at 10 a.m. to order. If I could ask the Clerk to take the roll, please.

Board Secretary: Governor Sisolak?

Governor: Here.

Board Secretary: Secretary State Cegavske?

Secretary of State: I'm here.

Board Secretary: Attorney General Ford?

Attorney General: Here.

Board Secretary: Let the record reflect we 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. I'll start in Las Vegas. Is anybody here for public comment? Nobody. Is there anybody in Carson City?

Clerk of the Board: Yes, we have somebody coming forward. I would just like to note that we did receive written public comment that has been provided to the members and it is available in both meeting locations and is also available online.

Governor: Please enter all the written public comments into the record.

Public Comment: Attachments A - D

- 3. Approval of the February 8, 2022 Meeting Minutes** (For possible action)

Governor: Item number three. *Approval of the February 8, 2022, Meeting Minutes*. Do I have a motion on the minutes?

Secretary of State: I move to approve.

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

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
Total	6	\$210,385

Governor: Item number four, *State Vehicle Purchases*.

Clerk of the Board: Good morning. There are three requests for vehicles on the agenda today. These requests were previously approved by the Board but due to price increases, they are being requested at higher amounts. The first request is from the Department of Administration, State Public Works Division to purchase four replacement vehicles for an amount up to \$136,860. The vehicles being replaced have met the age and/or mileage requirements in the State Administrative Manual (SAM). Funds for these vehicles were included in the agency budget.

The second request is from the Department of Public Safety, State Fire Marshal Division to purchase one replacement vehicle for an amount up to \$26,807. The vehicle that is being replaced has met the age and/or mileage requirements in SAM.

The final request is from the Department of Public Safety, Fire Marshall Division to purchase one replacement vehicle for an amount up to \$46,718. This vehicle has also met the age and/or replacement requirements in SAM. Funds for this purchase are available in the agency budget. Are there any questions on any of these items?

Governor: Do we have any questions for Director Brown? I've got one. Go ahead.

Secretary of State: Governor, I just wanted to thank Susan and her staff for all their responses to myself and our team that goes over everything. The only thing that I have to say about agenda item four is that I'm disappointed that the dealerships didn't keep their prices as they were quoted, I know it takes us a little bit longer to do things. So, just a little

bothered on that part but other than that, I'll vote yes for them to be able to get their vehicles. Thank you.

Governor: Thank you. I had one question related to that. Susan, did we build in a contingency so that this doesn't happen again, and you'll bring it back to the next meeting?

Clerk of the Board: We have not built in a contingency. We are asking the agencies to get updated quotes to us as close to the meeting date as possible. I will be working with the Attorney General's Office on some different options that we might be able to put forward at a future meeting to address these issues.

Governor: Thank you. Do we have a motion on this item?

Attorney General: Move approval.

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

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.

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

Clerk of the Board: Pursuant to subsection 4 of NRS 333.705, an agency may contract with a former employee without first obtaining Board of Examiners' 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 a 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.

This request is from the Department of Corrections, Prison Medical Care. They are seeking a favorable recommendation from the Board on their use of the emergency provisions to contract with a former employee. The department contracted with this employee through Reliable Health Care Services of Southern Nevada to provide critical

nursing services at Lovelock Correctional Center. This contract is for the period of January 26, 2022 through March 31, 2022. Are there any questions on this item?

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

Attorney General: None here. Move approval.

Governor: We have a motion from General Ford. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? That motion passes.

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.

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

Clerk of the Board: Agenda item six contains five requests to contract with former employees pursuant to NRS 333.705, subsection 1. Item 6-A is from the Department of Administration, Purchasing Division to contract with a former employee to provide nursing services at Lovelock Correctional Center. This individual will be employed on a full-time basis through Reliable Health Care Services of Southern Nevada from April 1, 2022 through June 30, 2022.

Items 6-B, 6-C and 6-D are all from the Department of Administration, Purchasing Division to contract with three former employees to provide customer service support for the Department of Wildlife's call center during the big game application period. These three individuals will be employed on a part-time basis through Hat Limited Partnership, also known as Manpower. The duration of this contract is expected to be from March 9, 2022 through May 31, 2022.

The final item, 6-E, is from the Department of Transportation to contract with a former employee to provide engineering services on the Spaghetti Bowl Xpress Design Build project in Washoe County. This individual will be employed on a full-time basis through Diversified Consulting Services from March 9, 2022 through December 30, 2022. Are there any questions on any of these items?

Governor: Do any of the Members have a question on these items? Do I have a motion?

Attorney General: I move approval.

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

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 attorney's 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

Governor: Item number seven, *Request for Approval to Pay a Tort Claim Pursuant to NRS 41.036*.

Clerk of the Board: This request is from the Office of the Attorney General for approval of a tort claim in the amount of \$150,000 which represents an award for attorney fees in the case related to Senate Bill 542 and Senate Bill 551 of the 2019 Legislative Session. The balance in the tort claim account at this point is about \$4.1 million, so there are sufficient funds to pay this claim. Are there any questions on this item?

Governor: Nope. Do we have any questions on item number seven?

Attorney General: None here. Move approval.

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

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
Total	\$14,993,683.33

Governor: Item number eight, *Request for Designation of Bad Debt*.

Clerk of the Board: Item number 8. This request is from the Department of Business and Industry, Division of Industrial Relations. Some background on this item, most state agencies turn their uncollectable debt over to the State Controller who has the authority to request the Board of Examiners write off bad debt that has become impossible or impractical to collect. Bad debt under the purview of the State Controller cannot be removed from the state's books unless the Board of Examiners designates the debt as uncollectible. Pursuant to NRS 232.065, it requires the advisory council to the Division of Industrial Relations to report the debt determined to be impossible or impractical to collect to the Board of Examiners for the designation of bad debt. Upon such designation, the Clerk shall notify the State Controller to remove the debt from the state's books. A bad

debt that is removed pursuant to this section remains a legal and binding obligation owed by the debtor to the State of Nevada.

This item includes one request to designate debts as 'bad debt' under the provision of NRS 232.605. The amount that is being requested for write-off is \$14,993,683.33 for the purpose of removing this debt from the state's books. Are there any questions on this item?

Governor: Do we have any questions from the Board Members?

Attorney General: None here. Move approval.

Governor: My only question is, obviously, \$15 million is a big number – is this a cleanup taking place or is this going to be ongoing?

Victoria Carreon: Good morning. I'm the administrator at the Division of Industrial Relations. Yes, this is a cleanup of many years of bad debts that had not been thoroughly written off. Our staff did an excellent job of cleaning up the old database and we don't anticipate amounts in this range in the future. Thank you.

Governor: Thank you. I just want to make that part of the record as it's a big number.

We have a motion on the floor from General Ford. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

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.

Governor: Item number nine, *Request for Approval of Payment from the Statutory Contingency Account*.

Clerk of the Board: Item number nine is a request for compensation for wrongful conviction from the statutory contingency account. The 2019 Legislature approved Assembly Bill 267 which provides compensation and other properly related matters to certain persons who are wrongfully convicted. The legislation requires the court to enter a certificate of innocence and determine the proper amount of the award. A certificate of innocence, as well as an order granting monetary relief, were granted to Ignacio Dealba Jr. by the Eighth Judicial District Court pursuant to NRS 41.950. The amount of this award is \$220,922.82. The current balance in the statutory contingency account is \$12 million and if this is approved the remaining amount would be \$11.8 million. Are there any questions on this item?

Governor: No questions. Do any Board Members have a question on item number nine?

Attorney General: I have no questions. I would just like to note once again that justice oftentimes requires examination and compensation as opposed to simple conviction and incarceration. So, I'm honored to be able to vote in support of Mr. Deabla for this. And thank you so much for the briefing on it.

Governor: Are there any more questions? Do I have a motion?

Attorney General: I move approval.

Governor: General Ford moved for approval. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

Again, Susan, I want to thank you for the briefing for the agenda. It was extremely helpful and eliminated a lot of questions at the meeting here. You got the answers to us, and I appreciate that, as always.

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.

Governor: Item number 10, *Approval of Payment to the Secretary of the U.S. Treasury Pursuant to the Cash Management Improvement Act*.

Clerk of the Board: Item number 10 is a request from the State Controller's Office pursuant to section 98 of Assembly Bill 494 from the 2021 Legislative Session. This request is to authorize a payment not to exceed \$71,584 to the U.S. Treasury for interest owed under the Cash Management Improvement Act. This act ensures efficiency and equity between the time that federal funds are drawn and expended with the state incurring an interest liability if it draws funds too early and the federal government incurring liability to the state if the state funds are used for federal program purposes. The amount shown is the highest possible state liability for 2021. The U.S. Treasury is currently reviewing the report submitted by the State Controller and should provide a final determination by March 14, 2022. If the calculations by the State Controller are accepted by the U.S. Treasury, the state will owe the federal government \$595. Are there any questions on this item?

Governor: I do not. Do any Board Members have any questions on item number 10?

Attorney General: None here.

Governor: Do we have a motion?

Attorney General: Move approval.

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

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 5

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.

Governor: Item number 11, *Collective Bargaining*. I'll take these separately, please.

Clerk of the Board: NRS 288 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 collective bargaining agreement be approved by the Board of Examiners' at a public hearing.

The first item, agenda item 11-A. 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 a revised agreement entered into by the state and the American Federation of State, County and Municipal Employees (AFSCME), Local 4041 for the Bargaining Units A, E, F, and I.

This agenda item includes a revision to *Article X - Compensation* of the previously approved Collective Bargaining Agreement (CBA) which adds a 3% cost-of-living adjustment (COLA) effective July 1, 2021. The Board is required to consider the fiscal impact of this agreement. The unappropriated fiscal impact for the 3% COLA is \$12.8 million for fiscal year 2022 and \$13.2 million for fiscal year 2023. This is a total impact of approximately \$26 million. We have here with us today representatives from the Department of Administration to provide additional information on this item.

Laura Freed: Good morning, Members of the Board. I serve as the Director of the Department of Administration. I'm joined by the Division Administrator for the Division of Human Resource Management, Frank Richardson and the Deputy Administrator of the Labor Relations Unit, Mande Bowsmith. As the Clerk of the Board indicated, this is a request that the Board consider revisions to the compensation article of the AFSCME CBA pursuant to NRS 288.555. As the Board is aware, the AFSCME CBA was originally approved by the Board at its meeting of May 25, 2021. The change to the compensation article reflects the outcome of arbitration. We are available for any questions.

Governor: Do we have any questions from the Board Members?

Attorney General: No questions here. No, sir.

Secretary of State: I have a statement.

Governor: Go ahead, Secretary.

Secretary of State: Thank you, Governor. I have a statement on agenda item 11-A relating to the \$26 million cost-of-living adjustments. I was not in support of the original Collective Bargaining Agreement for the bargaining units represented in this item and therefore, I'm not supportive of this unfunded cost-of-living adjustment. I'll be voting 'no' on this item. Thank you.

Governor: Thank you. Do we have a motion on number 11-A?

Attorney General: Move approval.

Governor: We have a motion for approval. Is there any further discussion? Hearing and seeing none. I'll take a roll call vote on this one.

Board Secretary: Governor Sisolak?

Governor: Yes.

Board Secretary: Secretary of State Cegavske?

Secretary of State: No.

Board Secretary: Attorney General Ford?

Attorney General: Yes.

Governor: The motion passes.

Next item, number 11-B.

Clerk of the Board: Pursuant to NRS 288.555, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of a collective bargaining agreement with the Nevada Police Union for Bargaining Unit G, effective July 1, 2021. It should be noted that a line-of-duty death provision in this agreement was approved by the Board at its September 2021 meeting. This agreement includes a 2% COLA, a longevity bonus and reimbursement for various levels of education. The total unappropriated impact of this agreement is \$1,735,136 and is not accounted for in the unclassified pay bill. Representatives from the Department of Administration are available to answer any additional questions on this item.

Governor: Does anyone on the Board have any questions on this item?

Secretary of State: Yes, Governor, I have a statement.

Governor: Please, Secretary, go ahead.

Secretary of State: Governor, I have a statement on agenda item 11-B relating to the Collective Bargaining Agreement for Bargaining Unit G, as represented by the Nevada Police Union. I have an issue with being asked to approve this when we have only had final versions as approved by the membership of Bargaining Unit G for a few days. My understanding is that the only thing different in this agreement from state law is the fiscal items relating to the cost-of-living adjustment and the longevity pay, which has no approved funding at this time with the Legislature not in session. Additionally, we have been provided, just this morning, significant additional information from the union that we have not been able to review yet. So, if the vote is taken today, I will be voting 'no'.

Governor: Thank you.

Secretary of State: Thank you, Governor.

Governor: I will add that I was an advocate for collective bargaining for state employees and I'm proud of the fact I advocated for that but I have about two inches of supplemental material that was provided to me this morning and there was not enough time to read this

entire document in preparation for this meeting, but I did read the letter and the summation and I am very familiar with this issue and so, I will be able to vote on this one. General Ford?

Attorney General: I'll likewise indicate that I certainly have been in favor of collective bargaining at the state level. In fact, I was one of the main sponsors of the bill when I was in the Legislature. I have always fought for ensuring that we have proper funds for our police departments, including providing COLAs in my bill in 2017, as well as protecting their PERS (Public Employees' Retirement System) and PEBP (Public Employees' Benefits Program) benefits from those who would attempt to undermine those. So, my motion to approve this is entirely consistent with as I've always been, which is, supportive of our police forces at the state level but frankly, at every level.

Governor: Was that a motion?

Attorney General: If you are ready to call for a motion, I move to approve this.

Governor: We have a motion on the floor from General Ford for approval. Is there any further discussion? Hearing and seeing none. Could you do another roll call vote, please?

Board Secretary: Governor Sisolak?

Governor: Yes.

Board Secretary: Secretary of State Cegavske?

Secretary of State: No.

Board Secretary: Attorney General Ford?

Attorney General: Yes.

Governor: The motion passes.

Next item, number 11-C.

Clerk of the Board: Pursuant to NRS 288.555, the Department of Administration, Division of Human Resource Management, acting on behalf of the Executive Department of the State of Nevada requests approval to pay attorney's fees and costs in the amount of \$16,072.09 as awarded by the district court pursuant to an arbitration decision between the state and the Nevada Police Union for Bargaining Unit G. These costs are to be paid through agency funding. The Department of Administration is available if there are any additional questions on this item.

Governor: Do I have a motion on item 11-C?

Secretary of State: Can I make a statement, Governor?

Governor: Certainly, go ahead, Secretary.

Secretary of State: I have a statement on agenda item 11-C relating to the court-awarded legal fees relating to the Collective Bargaining Agreement under 11-B.

I am hesitant to vote on these fees as I am unable to support the related request for approval of the full CBA in agenda item 11-B and I'll be abstaining from the vote on 11-C if counsel feels this is allowable.

Board Counsel: I can give a clarification. Essentially because your abstention is not based on the ethics law, it does not change the number of votes required for passage. There would still need to be two affirmative votes to pass this item with your abstention.

Governor: She can abstain.

Board Counsel: It is treated as a 'no' vote but yes, she can abstain.

Governor: It's treated as a 'no' vote, got it.

Board Counsel: Yes, an abstention, in this case, would be treated as a 'no' vote because two affirmative votes are still required to pass the item.

Governor: Got it. Do you understand the explanation, Secretary?

Secretary of State: Yes, I do, Governor.

Governor: Thank you. Are there any further questions? Do I have a motion on item 11-C?

Attorney General: Move approval.

Governor: We have a motion on the floor for approval. Is there any discussion? Hearing and seeing none. We'll do a roll call vote on this one too.

Board Secretary: Governor Sisolak?

Governor: Yes.

Board Secretary: Secretary of State Cegavske?

Secretary of State: I will abstain.

Board Secretary: Attorney General Ford?

Attorney General: Yes.

Governor: The motion passes.

12. Approval of Proposed Leases (For possible action)

Governor: Item number 12, *Approval of Proposed Leases*.

Clerk of the Board: Item number 12. There are three leases under agenda item 12 today for approval by the Board. I would note that lease number three indicates it is a relocation on the agenda, however, it is an amendment to an existing lease adding space and extending the term. Are there any questions on any of these items?

Governor: I've got a question on number three. The rent increase is 3% annually for 10 years?

Clerk of the Board: That is correct.

Governor: That's a little strong, isn't it? Who do we have from the Board of Pharmacy here?

Brett Kandt: Good morning, Governor. I'm general counsel to the Board of Pharmacy. Thank you for your question. I would note that when this Board approved the original lease in 2018, it included a 3% escalator and the Board determined that the lease was still in the best interest of the state. In addition, this Board approved the first amendment to this lease in 2020 and it still had the 3% escalator; the Board determined the lease to be in the best interest at that time. So, this is simply continuing that 3% escalator with the addition of some additional space.

Governor: Well, counselor, in my time in government, I can tell you there is no better tenant than a state or municipal government because they consistently pay. Most of our leases do not have annual rent increases. I mean, every other year or every third year or something like that would be the norm. Looking at the other two that we're approving today and the annual increase percentages are zero, two, zero, two, and then the next one is three, zero, three, zero. I just think this is excessive. I mean, you're going from \$2.34 to \$3.14 per square foot within 10 years. That's a lot.

David Wuest: Governor, this is David Wuest, Executive Secretary of the Nevada State Board of Pharmacy. I see your point, obviously, but we've spent a year negotiating this contract and invested the time. I agree with you that there are no better tenants than the state, but this is the space that we need and it's located with the current property and it'll allow us to do the things we have to do related to the opioid crisis and related to all the other statutory things with fingerprints that we're doing. So, we definitely need the space. We did negotiate an arms-length transaction in good faith and we were able to get a combination of the best rate with that increase. When we went through the contract, we did everything that we needed to do with State Public Works Division for that too. So, I see your point but this is definitely in the best interest of the Board of Pharmacy in the State of Nevada.

Secretary of State: Governor, this is Barbara Cegavske.

Governor: Yes, Secretary.

Secretary of State: I have the same issues that you did along with my staff but I have to say your staff did a great job of explaining some of the issues and the problems if we don't approve it, so, therefore, I'm going to vote 'yes' even though I understand what you're saying. When I see the rent increases, I find it hard to believe they'd be able to find anything any less or equivalent to what they're doing right now. But I have the same issues that you do.

Governor: Thank you. Who negotiated this?

Brett Kandt: Governor, thanks for the question. I negotiated it with the client, together with Mr. Wuest.

Governor: Well, do I have a motion on this one?

Secretary of State: I'll move for approval.

Governor: Is there any discussion on the motion?

Attorney General: Mr. Governor, I would just say, to paraphrase a quote from a *Saturday Night Live* skit, the rent is too dang high, but I will be supporting this as well.

Governor: I appreciate it. No further discussion? All in favor, signify by saying aye. Are any opposed? The motion passes.

13. Approval of Proposed Contracts (For possible action)

Governor: Next item, number 13, *Approval of Proposed Contracts*.

Clerk of the Board: There are 32 contracts under agenda item 13 today for approval by the Board. Contract number 22 which is between the Department of Health and Human Services, Division of Public and Behavioral Health and National Jewish Health is contingent upon funding being approved by the Interim Finance Committee at their meeting on April 7, 2022. Are there any questions on any of these items?

Governor: Go ahead, Secretary Cegavske.

Secretary of State: Thank you, Governor. I ask that contract number 3 between the Controller's Office and GCR, Inc., doing business as Civix be pulled for a separate vote. I cannot support this contract due to the difficulties we're having in our own office, with our contract, with this vendor. I'll be a 'no' vote on contract number 3.

Governor: Can I take number 3 separately?

Board Counsel: Yes.

Governor: Do I have a motion on contract numbers 1 to 2 and 4 through 32?

Attorney General: I move approval.

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

Now let's go back to contract number 3. Do we have a presentation on this, Susan, or can you give me a summation that then, the Secretary can comment on?

Secretary of State: I made my comment, Governor.

Governor: I understand your comment that your office already contracts with this vendor?

Secretary of State: We have a contract with them in one of my divisions and we are having difficulties with them.

Clerk of the Board: Representative from the Controller's Office are here in Carson City if you would like them to provide information on this contract.

Governor: Would that help, Secretary, to get more information from the Controller's Office?

Secretary of State: No, it would not, Governor. Thank you, though.

Governor: Alright, so I have a motion on item number three?

Attorney General: Mr. Governor, could we table this for maybe the next meeting? I would like to track down what some of the concerns and issues are because frankly if there are performance issues already then, I would be concerned about extending a new contract to a vendor that's already having problems here in our state. Would you be willing to table this until the next meeting?

Governor: Yes, but I'm not understanding that's what the issue is. Secretary, is that the issue?

Secretary of State: Governor, I can't go into details on this.

Governor: I'll accept that.

Secretary of State: But there is an issue with their performance, yes. I don't know if it would be the same in the new contract but I'm just telling you that we've had an issue.

Governor: Do I have a motion to table number 3? Is this time-sensitive, Director?

Clerk of the Board: I can see the Controller is indicating, yes, this is time sensitive.

Attorney General: Mr. Governor, are we able to hear from the Controller on this? Would she be willing to speak to the issue?

Governor: Sure, but I don't know if the Controller knows the issue here.

State Controller Byrne: Good morning, Governor and Members of the Board of Examiners. For the record, my name is Catherine Byrne. I'm your State Controller.

First, I would like to extend to the Secretary of State our appreciation for bringing up attention to this vendor and that this contractor has not worked for you to your satisfaction. So, we appreciate you bringing these issues to our office. I also appreciate you, Secretary Cegavske, that we realize that you're looking out in the best interest of the state and so, we certainly do value your input.

I could go into more about the reporting standards or I can go more into our continued research of Civix is – I think it would probably be more appropriate to talk about our research of Civix that we have done since the last Board of Examiners meeting.

Attorney General: Madam, so, my bottom-line question is this, are you satisfied that you're going to get the services that you are requesting by virtue of this contract?

State Controller Byrne: Yes, we do expect services to be performed. It is so we can comply with an accounting standard and we also have two references from two other states that have used this contractor and this software to implement this accounting standard. Also, we understand that through this contract, it's going to be a minimal amount of configuration to our current records and systems we use. The application is currently being used by other governmental organizations and our discussions with them have been favorable that they have been able to meet their needs through this contractor and the application we need.

Attorney General: Mr. Governor, based on those representations, in view of the fact that the Controller still has the agenda item for us to consider, I will support the contract if you want to entertain a motion at this point. Based on representations from our Controller, I move to approve it.

Governor: Yes, based on representations from the Controller that it is time-sensitive and her essentially vouching for the company, I'll accept the motion to approve.

Is there any discussion on the motion to approve contract number 3? Hearing and seeing none. We'll do a roll call vote.

Board Secretary: Governor Sisolak?

Governor: Yes.

Board Secretary: Secretary of State Cegavske?

Secretary of State: No.

Board Secretary: Attorney General Ford?

Attorney General: Yes.

Governor: The motion passes. Thank you.

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

Governor: Item number 14, *Approval of Proposed Master Service Agreements*.

Clerk of the Board: There are 79 Master Service Agreements under agenda item 14 for approval by the Board. Are there any questions on any of these items?

Governor: No questions. Does anybody have any questions on the Master Service Agreements?

Attorney General: None here.

Governor: Do I have a motion?

Attorney General: Move approval.

Governor: We have a motion for approval on item number 14. Is there any discussion? Hearing and seeing none. All in favor, signify by saying aye. The motion passes.

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.

Governor: Item number 15, *Information Item – Clerk of the Board Contracts*. This is an information item. Go ahead, Director.

Clerk of the Board: There are 46 contracts over \$10,000 and under the \$100,000 threshold that were approved by the Clerk of the Board between January 14, 2022 and February 14, 2022. Do we have any questions on any of these items?

Governor: I do not. Do we have any questions on any of the Clerk of the Board contracts?

Attorney General: None here.

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, State 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
State 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

Governor: Item number 16, *Information Item Reports*.

Clerk of the Board: There are three informational reports under this item. Under agenda item 16-A is a report from the Division of State Lands. This is regarding lands or interest in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program, as well as a quarterly report on the status of real property or interest in real property transferred under the Lake Tahoe Mitigation Program. This report is for the quarter ending December 31, 2021. There were no acquisitions of land in this quarter, however, there were four transfers of interest in real property totaling 8,224 square feet. Are there any questions on this item?

Governor: Do we have any questions on item 16-A?

Attorney General: None here.

Governor: Go ahead.

Clerk of the Board: Moving on to the second report. This is a report on overtime and accrued compensatory (comp) leave for the second quarter of fiscal year 2022. This has been summarized so, I won't go into the details, I'll go over some quick highlights. Overtime pay and accrued comp leave account for a total of approximately \$20.1 million for the second quarter of fiscal year 2022 or 6.8% of base pay. By comparison, total overtime was approximately \$20 million in the same period in fiscal year 2021. The Department of Corrections had the highest amount of overtime and accrued comp time at \$7.92 million or 17.82% of base pay compared to the first quarter of the fiscal year at \$6.6 million. This is followed by the Department of Health and Human Services at \$5.6 million or 6.5% of base pay and the Department of Public Safety at \$2.31 million or 9.84% of base pay. For the second quarter, as a percentage of base salary, the Department of Corrections had the highest overtime at 17.82% followed by the Department of Veterans Services at 15.8% and the Department of Public Safety at 9.84%. Are there any questions on this report?

Governor: No questions.

Attorney General: None here.

Clerk of the Board: Thank you. The final report is an informational item about available balances in the various contingency accounts as of January 31, 2022. These accounts are managed by either the Board of Examiners or through the Interim Finance Committee and are intended to cover various contingencies through the 2021-2023 biennium, which is through June 30, 2023. I would be happy to answer any questions on this if you have any.

Governor: No questions. Does anyone have any questions on this one?

Attorney General: No, sir.

Governor: That closes item number 16.

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.)

Governor: Item number 17, *Public Comment*. This is the second time set aside for public comment. Anyone wishing to address the Board on any item under our discretion, please step forward, identify yourself for the record and comments will be limited to three minutes. Do we have anybody in Las Vegas for public comment? No. Is anybody in Carson City?

Clerk of the Board: I'm not seeing anyone in Carson City.

Governor: Do we have anyone on the phone for public comment? Hearing and seeing none.

18. Adjournment

Governor: Moving to item 18. We are adjourned. Thank you, everybody.

ATTACHMENT A

Matthew Kaplan: For the record, my name is Matthew Kaplan and I'm the president of the Nevada Police Union. To the Honorable Governor, Attorney General and Madam Secretary, I'm here to be a voice for those who have been prevented from speaking for themselves. Through the height of the COVID-19 pandemic while most government and private employees were shuttered up at home, your state police were continuing to work, despite being furloughed. Unlike local agencies, the state police's function is one of proactive enforcement. This requires adequate funding. Without enough troopers, innocent people will continue to die in the highways. Without enough parole and probation officers, sex offenders will roam our neighborhoods unsupervised. Without enough university police officers, our college students will not be safe on campus. Without enough game wardens, our state's wildlife will be poached. Without enough park rangers, our natural resources will not be protected for future generations. How do I explain clearly how dire the situation is? If I liken it, the current situation, to a football game, we're in the last two minutes of the fourth quarter, you have the ball in the one-yard line and need to travel 99 yards for a touchdown to win. Today you have the opportunity to approve the NPU, CBA, thereby, moving the ball 10 yards down the field and getting the first down. However, to score a touchdown or in our case, to save state law enforcement, you need to hurry up offense. A lot needs to be done in a short amount of time to resuscitate the state law enforcement function. For the sake of Nevada's public safety, I humbly request that you approve the Nevada Police Union's Collective Bargaining Agreement. Thank you.

ATTACHMENT B

Jason Jackson: For the record, this is Jason Jackson. To the Honorable Governor, Attorney General, and Madam Secretary, I come to you today as an executive board member of the Nevada Police Union, as a state police officer that has worked in Nevada for 18 years. Even though Nevada's current standard is to have 10 steps to increase in pay until you top out, it took me, personally, 16 years to achieve that goal of 10 steps in pay. This was due to pay disparity, furloughs, pay freezes, and step freezes, as well as many other issues with state agencies. The last notable pay increase to Nevada State Police was 2007. That is 15 years ago from today. At numerous times of my past 10 years, I've seen it taken to the legislative sessions for state police officers to attempt to have increases in pay and better benefits. At multiple levels, this has always been shut down in the past and it shows its affect today. It was not until 2019 when Nevada voted to allow state police force to collectively bargain with the state and the state had considered taking or backing their police forces. State police officers in Nevada protect you guys personally, your family, your friends, your co-workers, residents and visitors of the state deserve to be treated fairly and paid accordingly. The state police officers have been given the legal right to collectively bargain but have been challenged at all levels by the state controlling boards. I pray and ask you, the board, that you pass and approve Nevada Police Union's collective bargaining agreement that will be in front of you today. Nevada state police officers can move forward with trying to rebuild strength, numbers and achieve effective staffing levels throughout the state with the approval of the collective bargaining agreement. Throughout my career, I have trained numerous officers just to watch them walk away to municipalities for greater pay. I've personally seen many officers leave my agency for better paying jobs and they specifically list this as a major reason for putting on their exit interviews, lack of pay. It is exhausting and concerning as a trainer and fellow officer to see such a high continuing turnover in most all Nevada state police forces. Vacancies and turnover rates throughout most Nevada state police agencies in your state are at an all-time high and this needs to be addressed as soon as possible for multiple reasons. The past few years in Nevada have been extremely difficult to maintain appropriate staffing levels in your state police forces throughout Nevada due to lower pay and sometimes upwards of 35% less than other officers throughout the state. Some of these officers are also required to have a four-year degree and get paid 10% less than those officers that are not required to have a degree. Your 'yes' vote on the upcoming NPU's CBA will ensure that some of these officers will get a small fraction of an increase in pay that they greatly deserve. These men and women have chosen this profession and are very proud to serve you and others. Now is the time to show your support to the men and women that sacrifice so much of their selfless lives just to ensure your safety and the safety of the others that you love. The Nevada Police Union has fought long and fought hard with the state. They have won in arbitration and even won a decision by a district court for the bargaining process to proceed forward. Please, do not defund the state police forces in Nevada, please vote 'yes' to approve the collective bargaining agreement for the Nevada State Police Union that will be in front of you here shortly. Thank you, Jason Jackson.

ATTACHMENT C

Will Dawson: Good morning esteemed members of the board. My name is Will Dawson. I'm a retired detective who served the State of Nevada from 1998 to 2020. I also volunteer with the Nevada Police Union. I am here today because it is imperative that something be done about the decades-long cycle of excessive employee turnover in our state law enforcement. Turnover which does a disservice to our clients and our citizens and has its roots in the lack of a fair market wage. This isn't just about state troopers who are the most visible potential recipients. We're also here to support our parole and probation, university and capitol police officers, fire marshals, detectives, park rangers, game wardens and other personnel. Brave members who go out and perform dangerous jobs, often alone. In return, they ask nothing more than adequate funding, a fair wage, accountability for those who cause them harm, and understanding when they make mistakes. Funding law enforcement is not always politically popular, but the minimal investment this agreement costs today will be repaid many times over if it stems the flow of employees leaving and retains competent future leaders for our agencies. I understand that some believe the moneys for this agreement could be better used in other ways or have concern what ramifications may result. These beliefs and concerns are valid but disconnected from the reality of the crisis facing our state law enforcement agencies who struggle to respond to emergencies and are having to cancel training, vacations and non-critical programs just to cover emergent incidents. Professional law enforcement, accountable to the people, is one of the cornerstones of American society, it is what protects us from the atrocities that many people in other nations suffer at the hands of their police forces. It requires disciplined, well-trained, dedicated personnel who have the capabilities and competence to handle the most dangerous among us with the same restraint as they handle the most defenseless. As a profession, it requires more personal sacrifice than most are willing to give and the demands on the individuals and their families are well-documented via the early death from stress-related illnesses and the high divorce and suicide rates they suffer. Acceptance of this contract is essential for state agencies to survive. Thank you for your time and your support. I hope that the presentations today can reinvigorate your desire to leave a positive legacy for ourselves and our posterity, along with a society that is safe enough to enjoy the freedoms guaranteed to us as citizens of this great state. Thank you for your time.

ATTACHMENT D

Delaney Howard: My name is Delaney Howard and I'm with AFSCME Local 4041. Throughout this pandemic, Nevada public workers have kept this state running in all aspects of their departments. As we continue to experience economic recovery, it is vital that the state invest in public service workers who have shown up for our communities relentlessly, especially in times where we needed them most. Item 11-A on the agenda begins the first steps to catching public employees up to private employees in terms of wages and benefits. This wage increase will greatly increase the quality of life for all Nevada workers. We ask you to respect the contract and the arbitration agreement by approving item 11-A on the agenda. Thank you.

ATTACHMENT E – WRITTEN PUBLIC COMMENT

Ms. Brown,

I am in my 14th year with Nevada Highway Patrol. I wish I could say things have been easy. But as you well know, being a police officer in today's political climate is no easy task. Add to this the frustration of constantly being turned down for better and equal pay to our local counterparts, and it's little wonder why NHP can't find willing people to fill academy's. And those that do join NHP, appear to not be staying long at all. My guess is 2-4 years, and then many move on to other agencies with better pay, better benefits, and overall better working conditions.

State public safety workers are paid approximately 50-35% below the local workers, who have been able to collectively bargain for decades. They are paid and treated a lot better than we are because of their right to organize and bargain. We are simply asking for equitable compensation and better working conditions and the contract before you helps us do that.

We have spent a lot of money and time battling the state for better pay and working conditions. The state has fought us every inch of the way and many think it's because the state wants to defund the police. Please help us in our fight for better working conditions.

The state legislature passed collective bargaining for state employees in 2019 and we've finally gotten a contract on the table in front of you for approval. It's been a long hard road to get to this place. **Please approve this contract!**

State police are experiencing record turnover and vacancy rates! The reason is that we're poorly compensated and treated. We are at **CRITICAL SHORTAGE** numbers, and members continue to leave for other agencies! Nevada roads see less and less Troopers on patrol. **This directly equates to you and your family, and everyone else traveling on Nevada roads seeing less protection, and longer and longer wait times for those in need during an emergency and/or critical incident such as a serious motor vehicle accident!** The CBA before you helps us and we desperately need your vote.

I beg of you, please approve the CBA for Category I peace officers!

Thank you for your time and consideration in this matter.

Tommy van Oeveren

ATTACHMENT F – WRITTEN PUBLIC COMMENT

Hello Ms. Luzzi,

I will not personally be making a public comment, but I am hoping that Director Brown will be enlightened as to our situation and the gross disparity between NHP and ALL other local law enforcement agencies at the pay and benefit level.

Once enlightened, I am hoping Director Brown will do two things; a) consider bringing this important topic to light publicly, and b) **support the Nevada Police Union in their efforts to address this topic by approving the CBA for State Category 1 Peace Officers.**

Thank you for your time and consideration in this matter.

Tommy van Oeveren

ATTACHMENT G – WRITTEN PUBLIC COMMENT

Quinn Hesterlee

Regarding - Please share these thoughts with the BOE

Please consider the following.

- State public safety workers are paid approximately 50-35% below the local workers, who have been able to collectively bargain for decades. They are paid and treated a lot better than we are because of their right to organize and bargain. We are simply asking for equitable compensation and better working conditions and the contract before you helps us do that.
- We have spent a lot of money and time battling the state for better pay and working conditions. The state has fought us every inch of the way and many think it's because the state wants to defund the police. Please stop fighting us for our right to a better working condition.
- The state legislature passed collective bargaining for state employees in 2019 and we've finally gotten a contract on the table in front of you for approval. It's been a long hard road to get to this place. Please approve this contract!
- State police are experiencing record turnover and vacancy rates and the reason is that we're poorly compensated and treated. The CBA before you helps us and we desperately need your vote.
- Please approve the CBA for Category I peace officers!

ATTACHMENT H – WRITTEN PUBLIC COMMENT

Richard ODowd

Please share these thoughts with the BOE

Please support NHP on there contract.
This is important to the employees (Troopers).
Thank you

ATTACHMENT I – WRITTEN PUBLIC COMMENT



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March 7, 2022

Via Electronic Mail – EMAIL

Susan Brown
Clerk, State of Nevada Board of Examiners
susanbrown@finance.nv.gov

Dale Ann Luzzi
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Re: Nevada Police Union Collective Bargaining, Agenda Item 11(B).

Dear Board of Examiners,

We appreciate the opportunity to inform you as to the State of negotiations. All three of you either campaigned on the promise of strengthening Unions or supporting law enforcement, most of you did both. Because of this, we are optimistic you will support the Nevada Police Union's collective bargaining agreement. We take this opportunity to explain to you the process by which it got here and expose that your negotiators were not working in-line with your vision. Thankfully, you have an opportunity to set the record straight and support the final contract.

The Board packet for the Agenda item before you contains no claims as to the "fiscal impact" of the agreement by the LRU or any other entity. See NRS 288.555(3) (limiting the BOE's scope of review). The Union never contested the State's ability to pay for the agreement, it accepted the amount of money the State offered. If this Body can vote in favor of Agenda item 11(A), it can support agenda item 11(B). In short, the only dispute remaining before the Arbitration was whether State law enforcement should be given a 3% increase in pay, the States offer, or a lesser increase with incentives for better educated and longer tenured/better trained officers. That was it. There was no difference in the amount of money either side was requesting. The only issue was how the money should be spent. The State refused the Union's final offer, refused to earmark funding, and continued fighting until a District Court sanctioned the Attorney General Office's attorneys and awarded the Union attorney fees and costs, an action that is not required by Statute.

The Union trusts you will make the right choice and vote in favor of the Contract. Pursuant to NRS 288.555, you as the State Board of Examiners ("BOE") have the authority to vote yes to the agreement as approved by the Arbitrator and ordered by the First Judicial District Court. Once a final negotiated contract is ratified and signed by the Nevada Police Union ("Union") and the Labor Relations Unit ("LRU"), it must be submitted to the BOE for independent review and approval at a public hearing. The State has attempted many arguments before the Arbitrator and District Court about the lack of funds to pay for the Agreement. The Arbitrator did not find this argument persuasive, and neither should you. There are approved methods to seek Legislative approval outside of session.

I. The Parties' Collective Bargaining History

Pursuant to NRS 288.565, the Union and the State of Nevada ("State") began official negotiations on November 6, 2020. The Parties met five (5) times between December 2020 and February 2021. On February 9, 2021, the Union declared an impasse on body cameras, seniority, and compensation. Thereafter, in accordance with NRS 288.570, the parties engaged in six (6) mediation sessions beginning March 2021 and ending in May 2021. Subsequent to the mediation attempts, the parties exchanged counteroffers through May 2021. The cumulation of these attempts, unfortunately, rendered mediation unsuccessful, and pursuant to NRS 288.575, the mediator formally discontinued mediation. The Parties then proceeded to arbitration to address the remaining issues: (1) Body Cameras; (2) Seniority; and (3) Compensation.

Prior to Arbitration, the Union requested that the Executive Department request the amount of money it had available for negotiations be earmarked for the Union's contract. Rather than having to challenge the State's ability to pay, the Union used the same amount of money the State made available and merely divided it up differently in its compensation article. However, the State refused to do this, seemingly to pressure the Union to take an offer it did not want.

At arbitration, the Arbitrator requested the parties to prepare a joint scheduling order. *See attached Appendixes.* Counsel for the State requested the Arbitrator entertain motions as to whether any offer should be considered withdrawn pursuant to NRS 288.575(1). Union's counsel objected, but the State's counsel insisted, stating:

As NRS 288.575(1) is a new provision of law not afforded [SIC] local governments, this is an important step that should be included in the Scheduling Order. If we don't have a process for this, it would prevent either Party from opposing the requested withdrawal but also prevent the Arbitrator from narrowing the issues prior to the hearing.

See Email requesting briefing on withdrawal of offers under NRS 288.575(1). See attached Appendixes.

At the insistence of the State, the Union conceded and agreed to the Arbitrator's authority to determine offers withdrawn under NRS 288.575(1). The Union and the State proceeded to submit competing motions to the Arbitrator seeking to consider the other party's final offers withdrawn. The Union requested that the Arbitrator consider the State's final offer on compensation withdrawn because it was regressive and violated the State's obligation to negotiate wages. The State's final offer *before* Arbitration was much larger than the State's final offer *during* Arbitration. Notably, the State's last offer was for a 3% salary increase, calculated at \$2,375,035. The Union only requested 2% (\$1,583,357) of the 3% offered to be allocated as a salary increase with the remaining 1% (\$791,678) to reward members who stayed at the Department longer than 10 years and who have college degrees. Whereas, the State's final offer at Arbitration was for a 1% cost of living increase. The issue was thoroughly briefed, with the Arbitrator having read dozens of pages of motion practice and considering multiple proposed orders. In the end, the Arbitrator crafted his own order and struck the State's final offer on compensation. *See Arbitrator's Final Order considering offers withdrawn attached as Appendix "K."*

The State acknowledged that the Union's final compensation offer was the prevailing offer at Arbitration and did not oppose the Union's motion to determine the Arbitrator's ruling on

compensation final. Accordingly, pursuant to NRS 288.580, the Arbitrator determined that the Union's *Compensation* Article must be incorporated into the Final Collective Bargaining agreement between the State and the Union for the 2021-2023 term. Thereafter, the State failed to abide by the Arbitrator's final and binding award by refusing to draft the final agreement.

As a result of State's failure to act in accordance with the Arbitrator's decision, on August 19, 2021, the Union brought a Petition to Confirm Arbitration Award and for Attorney Fees and Costs before the First Judicial District Court.¹ On October 11, 2021, the State filed a Reply to the Union's Motion and Motion to Vacate Arbitration Award.

II. The State has acted in bad faith and has been exceptionally difficult to work with.

The State is failing to abide by the Arbitrator's final and binding award and has admitted that the State might not submit the final agreement to the Board of Examiners, as is required under NRS 288.555. The State has also failed to produce the Agreement, which it stated it would do. *See* Email correspondence attached as *Appendix "P."*

This is the first collective bargaining agreement between the State and the Union. The State's insistence that it can delay is evidence of bad faith and the process harms the Union members. There are little due process rights outside the negotiated Agreement and there are many benefits the Union's membership needs.

This is not the first time the State has acted in bad faith throughout this process. On May 19, 2021, the State tried to extort the Union into accepting the State's offer on compensation in a last-minute fire drill. It refused to genuinely negotiate with the Union and took a take-it-or-leave-it stance that is antithetical to collective bargaining. The State's last-minute attempt to extort the Union into its offer was completely unreasonable. The Union flat-out told the State that it agreed with the amount of money available—and requested that the State earmark it—but the State failed to do that. It also failed to consider that a better educated workforce and officers with better training should be prioritized in the State's system. Its rationale? The State didn't want to make their job more difficult. It wanted a one-size fits all approach, which is adversarial to collective bargaining.

Because the State has failed to implement the agreement, the Union was forced to seek out implementation of line-of-duty death benefits it negotiated with the State. Thankfully the State was willing to implement this portion of the Agreement. But there are many more portions that the State is simply refusing to act on. The State has since not been responsive. There is no clear timeline for even getting an agreement with the State. There is no timeline for the State implementing the contract. There is, effectively, radio silence from the State's counsel. The Union needs confirmation to ensure the State stops delaying the process and kicking the can down the road.

III. The BOE is legally allowed to vote yes outside of the Legislative Session

The State's argument for failing to act on the Union's approved compensation measure is three-fold:

1. That the 2021 legislature session has ended and therefore any additional

¹ See Case No. 21-OC-00129-1B.

compensation requiring appropriation beyond the approved 1% cannot be considered until the 82nd session in 2023;

2. The State lacks the authority, on their own, to offer an increase in compensation; and
3. The Legislature had an opportunity to deviate from the 1% during the 2021 session but declined to do so.

The Union proposes these arguments fail on their face because there are two other legal avenues to consider.

1. The Governor can call a special session and include funding for the Union's Contract;
2. The Parties can seek approval through the Interim Finance Committee;
3. The State can fund the Agreement the first day of the next legislative session.

A. The Governor can call a special session and include funding for the Union's Contract.

Pursuant to Article 5, section 9 in the Nevada State Constitution, "the Governor, may, on extraordinary occasions, convene the Legislature by Proclamation and shall state to both houses, when organized, the business for which they have been specifically convened." Therefore, the Governor could appropriate money based on what is proclaimed. The Legislative Counsel Bureau (LCB) has called special sessions in the past for labor situations.

Here, during collective bargaining the State admitted that they can call a special session to rescue plan money. Moreover, in the State's Arbitration Brief, they specifically state that "[t]he Legislature granted the Governor express authority to unilaterally propose, *for the Legislature's consideration*, "any amount of money the Governor deems appropriate for salaries, wage rates or any other form of direct monetary compensation for employees," notwithstanding the negotiated amount. NRS 288.510."

Therefore, it is reasonable for a special session to be called for the legislature to act on the outstanding Union labor issues.

B. Seek Approval through the Interim Finance Committee

There is money in the budget finance reserve that is accessible through the Interim Finance Committee (IFC) as there is approximately 2.1 to 2.2 billion that is unaccounted for. However, the State claims the Union cannot go through interim finance committee as the State cannot appropriate new money.

The Union contends that there is no new appropriations to be made because the Union has asked the State to earmark funding for salary-based and reward-based compensation. However, the State outright refused this proposal, claiming it was impossible to do.

The Union is negotiating with the executive branch and not the legislature. Therefore, the contract does not bind the legislature and in fact is required to have a non-appropriation clause. See NRS 288.505(1)(c). The result of which allows for the Union can have an unfunded agreement. Therefore, the Union can seek IFC's approval.

C. The State can fund the agreement the first day of 2023, retroactively

Alternatively, the Union will have to wait until 2023 Legislative Session and request a vote the first day of session. the Governor can fund the agreement first thing during the next legislative session because he is able to request a bill at any time “before . . . a regular session.” NRS 218D.175(2). This reading is consistent with other portions of appropriations that deal with inter-session contracts. NRS 353.085 specifically outlines the State’s procedure for “payment of contract claims when no legislative appropriation has been made.” It requires an opinion from the Board of Examiners that a contract is valid—such as the process outlined in NRS 288.555— “shall be transmitted to the Legislature on the first day of its next legislative session.” NRS 353.085(2). This Arbitrator should read both portions of Statute in harmony, and the Union has presented the only way to do so. See *State, Div. of Ins. V. State Farm Mut. Auto. Ins. Co.*, 996 P.2d 482, 486 (2000). The Union’s Contract could, therefore, be funded the first day of the next Legislative session. If the Union has to wait until the 2023 Legislative Session, the State’s bad faith negotiating tactics are rewarded and would result in establishing bad precedent for future collective bargaining attempts. While the Union would prefer this not be the avenue, it is an avenue to fund the Agreement.

In conclusion, the Union requests the agreement be binding and the parties prohibited from re-negotiating any decrease the Arbitrator’s approved terms.

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The Union incorporates by reference, the District Court briefing and order, the Arbitration briefing and final order, the EMRB complaint filed by the Union, and an olive branch letter the Union from after the Arbitration wherein the Union attempted to move forward peacefully, and the State never responded, and other documents this Board should consider in determining the Contract should be approved. The Union has also submitted public record requests to the Nevada Attorney General's Office, the Nevada Attorney General's Office, the Department of Administration, the Board of Examiners, and the Department of Finance. All of the agencies have delayed responding unreasonably. The Union is optimistic that it will not need to pursue public record requests if the Contract passes. However, it believes the State agencies have intentionally delayed its responses so that the Union would not have an opportunity to present documents it could only acquire through public records requests.

Sincere regards,
HUTCHISON & STEFFEN, PLLC

A handwritten signature in blue ink, appearing to read 'ARV', followed by a long horizontal flourish.

Alex R. Velto, Esq.
For the Firm

ARV/tfm

APPENDIX

APPENDIX	Document Title	# of Pages
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O	Senate Bill 135 (2019) Legislative History Expert Opinion Sponsor Senator David Parks	2
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APPENDIX PAGE ONLY



APPENDIX A

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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

NEVADA POLICE UNION, formerly known as Nevada Highway Patrol Association, Inc.,

Case Number:

Complainant,

v.

COMPLAINT

STEVE SISOLAK, in his capacity as Governor of the State of Nevada, AARON FORD, in his capacity as Attorney General of the State of Nevada,

Respondent.

Petitioner, NEVADA POLICE UNION ("NPU" or "the Union"), by and through its undersigned counsel of record, and pursuant to NRS 288.110(2) and NAC 288.200, hereby alleges and avers against STEVE SISOLAK, in his capacity as Governor of the State of Nevada and AARON FORD, in his capacity as Attorney General of the State of Nevada as follows:

1. Pursuant to NRS 288.110(2) the Nevada Government Employee-Management Relations Board ("Board") has jurisdiction to hear complaints arising out of the interpretation of, or performance under, the provisions of NRS Chapter 288.

2. The Nevada Police Union is an employee organization as defined by NRS 288.040. Pursuant to NRS 288.160, it is recognized as the exclusive representative and bargaining agent, as defined in NRS 288.027, of a bargaining unit, as defined in NRS 288.028, consisting of

1 all Category 1, Unit G state employees. Nevada Police Union's address is 3352 Goni Road, Suite
2 162, Carson City, Nevada 89706.

3 3. STEVE SISOLAK in his capacity as Governor of Nevada, is obligated to negotiate
4 in good faith with the Nevada Police Union pursuant to NRS 288.500. The Governor of Nevada's
5 address is 101 N. Carson St., Carson City, NV 89701 and his telephone number is 775-684-5670.

6 4. AARON FORD in his capacity as Attorney General of Nevada has been selected
7 as the legal representation for the Governor of Nevada in his negotiation with the Nevada Police
8 Union. The Nevada Attorney General Office's address is 100 N. Carson St, Carson City, NV
9 89701 and its phone number is 775-684-1100.

10 5. Both will be collectively referred to throughout this Complaint as "the State,"
11 unless otherwise specified.

12 6. NPU and members of the State began negotiations for the charter collective
13 bargaining agreement pursuant to the regulations of NRS Chapter 288 in November 2020. Since
14 the beginning of negotiations, the State has not been prepared for negotiations. At times, it has
15 failed to adequately provide a basis for legal issues that arose during negotiations, at other times
16 it has failed to produce data it readily had available. The explanation and basis of this Complaint
17 follows:

18 **Count 1: FAILURE TO NEGOTIATE IN GOOD FAITH**

19 **(Bad Faith Bargaining & Violation of NRS 288.170)**

20 7. NRS Chapter 288 imposes a duty on employers and bargaining agents to negotiate
21 in good faith. *Ed. Support Employees Ass 'n v. Clark County Sch. Dist.*, Case No. AI-046113,
22 Item No. 809, 4 (2015). The duty to bargain in good faith does not required that the parties
23 actually reach an agreement, but does require that the parties approach negotiations with a sincere
24 effort to do so. *Id.* "In order to show 'bad faith', a complainant must present 'substantial evidence
25 of fraud, deceitful action or dishonest conduct.'" *Boland v. Nevada Serv. Employees Union, Item*
26 *No. 802, at 5 (2015), quoting Amalgamated Ass 'n of St., Elec. Ry. And Motor Coach Emp. of*
27 *America v. Lockridge*, 403 U.S. 274,301 (1971). The following more overcomes that standard.

1 8. The State produced “fraud[ulent], deceitful [] or dishonest” data in response to a
2 data request pursuant to NRS 288.500, in violation of NRS 288.180 (requiring that an employer’s
3 response to a request for information “be accurate”). *Boland*, No. 802 at 5.

4 9. For background, the State proposed an indemnification clause in its first counter
5 of the Union’s Union Activities article.

6 10. At the January 26, 2021 negotiation, after being questioned for 30 minutes on its
7 basis of the indemnification clause—and discussing the Union Activities Article—the State
8 articulated that it was concerned with liability related to dues deductions. It did not articulate any
9 other rationale for the indemnification clause. The State also claimed that it took the language
10 for indemnification from the LVPPA-Las Vegas CBA, which was false.

11 11. At the February 9, 2021 negotiation, when discussing the same indemnification
12 clause, the Union agreed to an indemnification clause that indemnifies the State for dues
13 deductions liability, addressing the concern the State had at the January 26, 2021 meeting.

14 12. Also, at the February 9, 2021, when NPU attempted to obtain more information
15 about the State’s basis for the indemnification clause, including the other collective bargaining
16 agreements the State relied upon for the indemnification clause and union business leave, one of
17 the State’s attorney representatives from the Attorney General’s office stated that she was “not
18 prepared to discuss” the indemnification clause language contained in the Union activities article.
19 This was now at least the third time the State and NPU had negotiated this clause and this article.

20 13. After a break, the State moved the goal post when an attorney representative from
21 the State’s negotiating team newly claimed that the State was also concerned with liability from
22 disclosing confidential information under NRS 289.025. In response, the Union agreed to
23 broaden the indemnification clause language to include confidentiality disclosure liability from
24 NRS 289.025.

25 14. Still, that was not enough, and the Union has since grown increasingly frustrated
26 at the State’s lack of preparation and candor. At every negotiation discussing the indemnification
27

1 clause, the Union has requested that the State cite to even one law enforcement collective
2 bargaining agreement that has an indemnification clause as broad as the State is proposing.

3 15. Because the State could not provide one example of a collective bargaining
4 agreement that included an indemnification clause—except for incorrectly referencing LVPPA’s
5 indemnification clause, the NPU made a formal data request seeking “[a]ll state law enforcement
6 CBA’s the State has relied upon in crafting its Indemnification clause” on February 16, 2021.

7 16. At 6pm on February 18, 2021, on the eve of a negotiation session, State
8 representatives provided a response to the Union’s February 16 data request, which was purported
9 to be a summary of all CBA agreements throughout the country that the State was relying on to
10 support their position “**Exhibit 1**”.

11 17. After reviewing the Document, it is clear the state produced deceitful data. The
12 Document provided by the State incorrectly summarized the contents of each CBA in significant
13 and blatant ways. For instance, the State Document alleged that numerous CBAs provided for no
14 paid union leave, which in fact was incorrect. The document also stated that no access to
15 equipment or facilities was granted to unions in other CBAs, again, that was not true, as was the
16 claim that there was no access to recruits. The State’s production of this document was clearly
17 deceitful and intended to support the State’s position, with no regard to actual content of the CBAs
18 the State relied on.

19 18. In response to the State’s document, NPU representatives prepared an accurate
20 document contradicting some of the most obvious lies the state perpetuated in its description of
21 other CBA agreements. *See* “**Exhibit 2**”. NPU’s document did not address every CBA included
22 within the State document simply due to time constraints as they wished to provide it prior to the
23 February 19th, 2021 meeting. The State refused to even look at the document provided by NPU
24 or check the accuracy of its own document it provided. They continued to erroneously maintain
25 that the CBA’s they examined supported their position and they would not even consider the
26 counter-produced document purposed by NPU that established the State’s document was false
27 and misleading.

1 19. The State's Document was inaccurate, and its production was unethical. NPU
2 takes this opportunity to highlight a few of the many inaccurate claims in the State's response to
3 the Union's data request. These inaccuracies are not excusable. They are attempts to deceive the
4 Union and bargain in bad faith.

5 20. For example, the State mischaracterized the California Highway Patrol Collective
6 Bargaining Agreement, indicating that it does not provide paid release time for Union Business:

	Paid Release Time for Union Business (Union- Sponsored Meetings, Training Sessions, Conferences, Conventions)
California and California Association of Highway Patrolmen (CAHP)	No

12 21. California Highway Patrol's CBA could not be clearer, it provides a leave bank of
13 4,00 hours that is paid for by the State of California:

14 (8) CAHP shall be granted the following:

- 15 (a) The State shall contribute 4,000 hours per year to the CAHP Release Time
16 Bank.
17 (b) Reasonable release time for meet and confer sessions between the CAHP
18 and CHP management for the purposes related to the administration of this
19 Agreement.
20 (c) Reasonable release time to attend meetings of established committees
 including, but not limited to, Department Occupational Safety Board, Motor
 Vehicle Advisory Board, and Department Uniform Committee.
21 (d) Continuation of the existing practice for the use of informal leave (dock time)
 for CAHP business.
22 (e) An employee using release time as specified in this Section, shall report such
 time by use of the CHP 610, Representation Reporting.

23 CAHP CBA, Article 2, Section e, subsection (8).

24 22. The State also claimed that California Highway Patrol Collective Bargaining
25 Agreement did not allow for use of state facilities for union activities:

	Paid Release Time for Union Business (Union- Sponsored Meetings, Training Sessions, Conferences, Conventions)	Indemnification	Use of Facilities
California and California Association of Highway Patrolmen (CAHP)	No	N/A	No

23. Again, this was false. The California Highway Patrol Collective Bargaining Agreement clearly allows for the use of state facilities:

h. Use of State Facilities

The Department will permit CAHP to use State facilities for membership meetings and conferences, upon reasonable advance notice to the appropriate Department representative, and subject to operating needs of the Department. CAHP shall reimburse the Department for additional expenses incurred as a result of CAHP use of such State facilities.

CAHP CBA, Section 2, subsection h.

24. The State's production of false and misleading data was not limited to the California Highway Patrol's CBA. Another misrepresentation was in its description of the Carson City Sheriff Deputies Association CBA. The State claimed that Carson City does not provide Union Business leave and that they are not allowed to use facilities:

	Paid Release Time for Union Business (Union-Sponsored Meetings, Training Sessions, Conferences, Conventions)	Indemnification	Use of Facilities
Carson City Deputy Sheriff's Association on Behalf of the Carson City Sheriff's Deputies	No	N/A	No

25. Again, the Carson City Sheriff Deputies Association CBA shows the opposite. Both union business leave and the use of facilities are guaranteed in the contract. First, business leave is guaranteed:

(L) An Employee who is a member of the Association's Executive Board (Board Member) is entitled to collectively use up to five hundred (500) hours of paid administrative leave for Association business during any calendar year. The cost of such leave shall be in compliance with NRS 288.225.

Carson City Sheriff Deputy Association CBA, Article 5, Section L.

26. Second, the Association may use the facilities:

Employee representatives of the Association may conduct Association business on City property if such work occurs outside the Employee representative's regular working hours, except when the Employee representative is authorized to perform representational duties during his or her regular working hours as provided for in sections I, J, K, and L of this Article. The City may also grant special permission to conduct certain Association business during working hours if such activity does not interfere with or disrupt normal business of the department. The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The Association must contact the appropriate department director or elected official who has control or authority over the building which the Association seeks to use for an Association meeting and request the use of the building's facilities not less than 48 hours in advance of the meeting. Unless the facility is unavailable, the department director or elected official shall not unreasonably withhold consent to use a City building or facility for an Association meeting.

1 Carson City Sheriff Deputy Association CBA, Article 5, M.

2 27. Further, the State claimed that the Las Vegas Police Protective Association
3 Collective Bargaining Agreement does not provide Union business leave:

	Paid Release Time for Union Business (Union- Sponsored Meetings, Training Sessions, Conferences, Conventions)	Indemnification	Use of Facilities
City of Las Vegas and Las Vegas Police Protective Association, Metro Inc. (Commissioned Officers Unit) ("LVPPA")	No	N/A	No

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9 28. Again, this was a lie. The CBA provides union business leave, including expressly
10 permitting Union Business leave for "conventions and seminars," which are identified in the
11 State's Document as not being allowed.

12 **5.1 Leave Hours.** The Department agrees to provide 1000 hours each fiscal year, accumulative for the
13 duration of this contract, for the use of PPA members to conduct Association business associated with the
14 administration of the collective bargaining agreement which is inclusive of representation of bargaining unit
employees and including day-to-day operations, i.e., conventions, seminars, training, and lobbying during
the legislative session. Once the maximum yearly hours are exceeded, vacation leave will be used.

15 LVPPA Collective Bargaining Agreement, Article 5, Section 1.

16 29. The State also falsely represented Union leave for the Reno Police Protective
17 Association. It claimed that there is no union business leave:

	Paid Release Time for Union Business (Union- Sponsored Meetings, Training Sessions, Conferences, Conventions)	Indemnification	Use of Facilities
City of Reno and Reno Police Protective Association	No	N/A	No

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1 30. The Reno Police Protective Association collective bargaining agreement, again,
2 could not be clearer:

3 (b) The City shall provide a release time bank at the rate of one thousand forty
4 (1,040) hours per fiscal year for the exclusive use of the RPPA President for Association
5 related matters. This shall be the sole release time that may be used by the President.
6 There shall be no additional release time provided for the President for disciplinary,
7 grievance or collective bargaining or any other Association related issues. The release
8 time used by the President shall be paid at the same level of pay and benefits otherwise
9 afforded him/her. In the event the President's release time bank is exhausted prior to
10 the end of the fiscal year additional hours for disciplinary, grievance or collective
11 bargaining related issues may be granted at the discretion of the Chief of Police and the
12 Human Resources Director. The RPPA President may transfer unused release time
13 from the President's bank to the pool specified in (a) above, if needed; however, those
14 transferred hours shall not be available to carry over to the next contract year.

15 (c) The City shall provide a release time bank at the rate of four hundred (400)
16 hours per fiscal year for use by Association board members for board meetings.

17 *Article 35.*

18 31. Another example the Union will point out the State's false and misleading claims
19 that the Washoe County Sheriff Deputies Association does not provide for Union Business Leave.

	Paid Release Time for Union Business (Union- Sponsored Meetings, Training Sessions, Conferences, Conventions)
Washoe County and the Washoe County Sheriff Deputies Association	No

22 32. Again, this was another blatant lie. There are two ways that we know this. First,
23 look to the CBA itself:

24 B. The Association President shall be allowed an additional two hundred (200) hours paid time per
25 contract year to accomplish general Association business as defined in Paragraph C.2. below. The
26 President is permitted at his/her discretion to delegate use of said time to other Association officers to
27 include board members. Additional release time may be approved by the Sheriff on a case-to-case basis.

Washoe County CBA with WSDA, Article 5, section B.

33. Second, the Nevada Court of Appeals in a 2020 order made the same finding when reviewing an administrative hearing, where the County itself admitted evidence. That order penned: “Under the WCSDA’s collective bargaining agreement (CBA), WCSO was required to allocate twenty hours of paid time per week to the WCSDA president so that he or she could perform association duties,” and the Court ruled in the deputy’s favor after he used the business leave to attend an out of state conference. *Ross v. Washoe County*, No. 78618-COA, April 24, 2020.

34. The last example the Union will explicitly identify in this complaint—allowing the EMRB to review the other fraudulent claims in the State’s Document—is the State’s characterization of the CBA between the Henderson Police Officer’s Association and the City of Henderson. Again, the State claimed the Henderson Police Officer’s Association’s CBA does not provide for Union business leave:

	Paid Release Time for Union Business (Union- Sponsored Meetings, Training Sessions, Conferences, Conventions)
City of Henderson and Henderson Police Officers’ Association	No

35. And again, the language in the CBA is clear:

Section 4: The CITY agrees to provide seven hundred twenty (720) hours per fiscal year for use of the HPOA President or designee to conduct HPOA business, i.e., conventions, seminars, training, lobbying etc.

City of Henderson and Henderson Police Officer’s Association CBA, Article 29, section 4.

36. The false representations made in the State’s data disclosure were not the result of mere mistake. Rather, the State was either grossly incompetent or intended to perpetrate deceit on the Union. The Union has identified only a few of the blatant false and misleading representations contained in the State’s Document. There are many more. The State was obligated to disclose accurate data and it did not, therefore it acted in bad faith in violation of NRS 288.170.

1 There are several other lies and misrepresentations that the Union demonstrated in its prepared
2 response. *See attached as Exhibit B.*

3 37. The State has since claimed that it was attempting to distinguish between “union
4 business leave” and other types of leave for Union related activities, such as leave for union
5 representatives to attend grievance hearings and represent members during investigations. This
6 claim holds no water. The State has made clear during negotiations that it intends all Union
7 business, including grievance representation, to fall under its offer of Union Business Leave. It
8 is also clear from the Collective Bargaining Agreements for the Las Vegas Police Protective
9 Association and the Henderson Police Officer’s Association that the activities the State claims to
10 be “Union Business Leave”—and that it claims are not permitted under those agreements—are
11 expressly permitted in those Agreements. *See Supra*, paragraphs 28 & paragraphs 35. We know
12 further the Washoe County Sheriff Deputy Association’s CBA provides Union Business Leave
13 that can be used at out of state conferences because the Nevada Court of Appeals reached this
14 conclusion in a case where Washoe County was a party and made this admission. *See Ross v.*
15 *Washoe County*, No. 78618-COA, April 24, 2020. Even more, we know that the other agencies
16 referenced in this Complaint provide this type of Union Business Leave because we have either
17 been in contact with the Unions or the Agencies who entered into those agreements.

18 38. With this evidence in mind, it is apparent the State has falsified a document to
19 mislead NPU and justify its anti-union position of providing so few hours that that NPU could
20 not effectively represent its members. This position spits in the face of the Nevada’s legislature’s
21 established purpose behind its adoption of state-wide collective bargaining: to “[p]romote orderly
22 and constructive relations between the State and its employees.” NRS 288.400(1)(b).

23 39. Worse than that, the State has strictly pushed false and misleading data to
24 undermine negotiations. At the meeting after it disclosed the inaccurate Document, the State’s
25 lead negotiator stated that the State would continue to rely upon the State’s Document, even
26 thought it was false and misleading, to defend its position on indemnification and Union hours.
27 She also informed the Union that the State did not even consider its response Document. Still

1 further, she acknowledged that she was aware of the California Highway Patrol's business leave,
2 even though the State's produced Document claimed it didn't exist, showing an intent to deceive
3 or a disregard for the State's obligation to negotiate in good faith.

4 40. The State's failure to produce accurate data, and production of deceitful data, is a
5 violation of NRS 288.180, which requires accurate data production, and amounts to bad faith
6 bargaining.

7 **Count 2: FAILURE TO NEGOTIATE IN GOOD FAITH**

8 **(Bad Faith Regressive Bargaining)**

9 41. When an employer withdraws a proposal during the bargaining process without
10 good cause, they have engaged in regressive bargaining and an unfair labor practice. *Chicago*
11 *Local No. 458-3M, Graphic Communications Intern. Union, AFL-CIO v. N.L.R.B.*, 206 F.3d 22,
12 163 L.R.R.M. (BNA) 2833 (D.C. Cir. 2000). "[I]n evaluating the legality of an instance of
13 regressive bargaining, '[w]hat is important is whether [the proffered reasons for regressive
14 bargaining] are 'so illogical' as to warrant the conclusion that the [party] by offering them
15 demonstrated an intent to frustrate the bargaining process and thereby preclude the reaching of
16 any agreement.'" *Chicago Local No. 458-3M v. Nat'l Labor Relations Bd.*, 206 F.3d 22, 33 (D.C.
17 Cir. 2000) (quoting *Barry-Wehmiller Co.*, 271 N.L.R.B. 471, 473 (1984)); *See, e.g., Trans World*
18 *Airlines*, 682 F. Supp. at 1025, 1026 (stating that "[c]hanged conditions justify a hardening of
19 bargaining posture" and that "[a] retreat . . . from more favorable offers . . . is readily explicable,
20 and does not tend to show a picador tactic simply designed to enrage the union and bring
21 confrontation rather than agreement")

22 42. At virtually every meeting where the State has sought an indemnification clause,
23 NPU has made clear that it would not agree to an indemnification clause. The Union told the
24 State this in multiple letters and emails, and during bargaining sessions.

25 43. In an attempt to coerce the Union into agreeing to the exceedingly unreasonable
26 clause, the State engaged in regressive bargaining. At the February 16 negotiation between the
27 State and NPU. The State offered the Union 1200 hours of union leave time to be used for union

1 collective bargaining leave and union grievance leave. The State characterized this as Union
2 Business leave and proclaimed that its offer to the Union was that the Union would be able to use
3 the leave as it sees fit. Just prior to this offer, the Union again made clear that it would not budge
4 on the State's proposal of an indemnification clause—outlining the reasons why it could not agree
5 to an indemnification clause multiple time.

6 44. After the February 16 meeting, and before the State formally sent over the offer,
7 the State regressed on its proposal. It sent a document that allowed for only 400 hours of union
8 leave time.

9 45. The State attempted to explain this reduction in hours by claiming that the Union's
10 failure to agree to indemnification changed the circumstances and forced it to reduce the hours it
11 offered to the state. This is a lie. The State never offered union leave for an indemnification
12 clause. The two concepts have never been discussed in unison. The State never attempted to tie
13 them together or negotiate with one or the other. And when asked when the State claims it ever
14 attempted to combine the two ideas, the State never responded.

15 46. The Union has also stood firm on its anti-indemnification clause language, having
16 aggressively denied it just before the State offered 1200 hours of Union leave—only to unilateral
17 withdrawal this offer the next day, without a change in circumstances. The State's justification
18 is “so illogical” as to warrant the conclusion that the [State] by offering [it] demonstrated an
19 intent to frustrate the bargaining process and there-by preclude the reaching of any agreement.”
20 *Chicago Local No. 458-3M*, 206 F.3d at 22.

21 47. The State's offer is also in bad faith as it is not on par with any other state-wide
22 unions, or local unions. The State's regressive offer is effectively 1/3rd of an hour per member
23 in a state that requires reps to travel upwards of 5 hours to represent its members. The State's
24 failure to offer a reasonable number of hours makes it impossible for the Union to represent its
25 members. The State's offer is particular egregious given the Governor and Attorney General's
26 commitment to labor Unions.

1 48. There was no basis for this reduction aside from regressive bargaining tactics
2 intended to frustrate and undermine the process, making the tactic bad faith bargaining.

3 **Count 3: FAILURE TO NEGOTIATE IN GOOD FAITH**

4 **(Failure to disclose data pursuant to NRS 288.500(6))**

5 49. NRS 288.500(6) reads: *The Executive Department shall furnish to an exclusive*
6 *representative data that is maintained in the ordinary course of business and which is relevant*
7 *and necessary to the discussion of the subjects of mandatory bargaining.*

8 50. NRS 0.025(d) defines “Shall.” It creates an “affirmative duty to act.” However,
9 the State failed to provide any data until February 18th, 2021, even though the Union has insisted
10 in multiple correspondence that the State is obligated to comply with NRS 288.500(6).

11 51. At the February 19 negotiation, for the first time, the State provided a counter to
12 the Union’s budget requests. However, it failed to provide any data regarding its financial
13 proposal. When the Union requested the cost of the State’s budget counter, the State failed to
14 provide any information.

15 52. After the meeting that day, the Union submitted a data request for budget
16 information so that the Union can effectively negotiate the State’s counterproposal. It took the
17 state multiple weeks to respond. On March 3, 2021, the State provided a response. In response
18 to the Union’s request for amount of money “the State has available to distribute as part of any
19 negotiation it is involved in,” the State simply disclosed the State’s budget. This is in bad faith.
20 The State had to determine how much money it could allocate for the raises, otherwise it could
21 not have offered a paltry 1% raise, that would still leave every NPU member’s compensation far
22 below what is expected for a law enforcement officer in Nevada. And more importantly, what a
23 law enforcement officer deserves for keeping Nevada safe.

24 53. In response to another request to provide the “total amount of money the State has
25 allocated for each budgetary item in its counterproposal,” the State has claimed that it is still
26 processing the request. This is also in bad faith. The State could not have offered a budget
27 proposal if it had not determined the amount of money it would cost the State.

1 54. Representatives from the State have deliberately delayed in proposals for
2 negotiation until closer to the Deadline to enter arbitration which is March of 2021 in bad faith.

3 55. The State needed to affirmatively disclose this data without request pursuant to
4 NRS 288.500(6), which it did not.

5 56. Whenever questioned as to the basis of their positions in an effort by NPU
6 representatives to understand and reach compromise, the State would avoid production of any
7 such documents or refuse to discuss specific provisions under the guise of being unprepared for
8 such discussions.

9 57. It is clear that the State's continual lack of preparedness for negotiations
10 establishes that they were attempting to frustrate the process and never intended to reach any
11 agreement with NPU. Based on the circumstances, this amounts to bad faith bargaining.

12 **Prayer for Relief**

13 Wherefore, Complainant prays for the following relief:

14 1. For a finding in favor of Complainant and against Respondent for each and every
15 claim of this complaint and that the State negotiated in bad faith.

16 2. For a determination that the State of Nevada, by way of Governor Sisolak in his
17 official capacity and Aaron Ford in his official capacity violated the portions of NRS Chapter 288
18 alleged in this complaint.

19 3. For an order directing the Governor of Nevada and the Attorney General of
20 Nevada to negotiate in good faith with representatives of NPU.

21 4. For an order reimbursing complainant for attorney fees and costs in this action
22 pursuant to NRS 288.110(6).

23 Dated this ____ day of March, 2021.

HUTCHISON & STEFFEN, PLLC

24 By:

25 Devon T. Reese, Esq. (SBN# 7496)
26 Alex R. Velto, Esq. (SBN# 14961)
27 500 Damonte Ranch Parkway, Suite 980
 Reno, Nevada 89521
 Attorneys for Complainant

CERTIFICATE OF SERVICE

Pursuant to NAC 288.200 (2), I caused a copy of the **COMPLAINT** to be served via Certified Mail on the following individuals by being placed into an envelope bearing prepaid Certified Mail Postage and placed into the U.S. Mail on this __ day of March, 2021:

Steve Sisolak
State Capitol Building
101 N. Carson Street
Carson City, NV 89701

Aaron Ford
Nevada Attorney General's Office
110 N. Carson St.
Carson City, NV 89701

Certified U.S. Mail No.

Certified U.S. Mail No.

[Insert No.]

[Insert No]

Employee of Hutchison & Steffen, PLLC

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APPENDIX PAGE ONLY



APPENDIX B

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

[PROPOSED] SCHEDULING ORDER

8 Arbitrator: Claude D. Ames
9
10

11 **I. Mediation:**

12 The parties agree to continue mediation in accordance with NRS 288.575 and NRS
13 Chapter 288.

14 **A. Continuing Obligation to Negotiate:**

15 The Parties understand that through Arbitration there is a continuing
16 obligation to negotiate in good faith pursuant to NRS 28.575(4). The Parties
17 continuing duty to negotiate places an obligation to reasonably respond to requests
18 and questions.

19 **II. Submittal of Final Offers and Arguments in Support of Final Offers:**

20 Deadline to Submit Final Offers and Supporting Arguments: June 21, 2021

21 **A. Briefing Regarding Withdrawal of Offers Pursuant to NRS 288.575(1):**

22 Any party requesting the arbitrator deem any portion of a final offer
23 withdrawn in accordance with NRS 288.575(1), must file a written Motion with a
24 Proposed Order served on opposing counsel electronically not later than July 2, 2021.
25 Any Opposition must be filed by July 7 with a Proposed Order after the date of the
26 Motion to Deem Withdrawn. Any Reply must be filed not later than July 13. The
27 Arbitrator will file the decision or response by July 16.

28 ///

1 **B. Decision on Motion to Deem Withdrawn:**

2 The Arbitrator shall provide a decision on any Motion to Deem Withdrawn
3 prior to the commencement of the arbitration hearing.

4 **III. Hearing on the Merits**

5 The parties and the Arbitrator should consider scheduling all necessary hearing
6 dates at this time.

7 Dates(s): July 19, 20, 21, 2021

8 Time: 9:00 AM – 5:00 PM (PDT) each day

9 Location: Virtual Platform. The State will make arrangements and provide links to the
10 hearing by July 13, 2021.

11 Approximate number of attendees at the hearing: 10-20 total, 5-10 per side. Each party
12 will be responsible for ensuring their own witnesses have the ability to connect to the
13 hearing.

14 **A. Pre-Hearing**

15 1. **Pre-Hearing Statements:** Friday, July 12, 2021

16 2. **Joint Statement of the Issues:** Friday, July 12, 2021

17 The Parties will endeavor to submit a Joint Statement of the Issues. If
18 the Parties cannot come to agreement, then the Parties will submit their own
19 Statement of the Issues on the scheduled date. The Arbitrator will have the
20 authority to determine issues.

21 3. **Evidentiary Disclosures**

22 i. **Advanced Exchange and Joint Identification of Exhibits:**

23 *Each proposed exhibit shall be pre-marked for identification and*
24 *provided to all parties in accordance with the schedule set forth below.*

25 *It is suggested that the parties attempt to create an electronic joint*
26 *exhibit notebook.*

27 ///

28 ///

1 **ii. Date for Identification of all Witness Names:**

2 June 28, 2021. The parties will meet and confer for the purpose
3 of exchange a list of the witnesses they will be presenting and to
4 disclose the subjects on which the witnesses are expected to testify.

5 **iii. Disclosure of Exhibits:**

6 Parties will disclose all exhibits they intend to use during the
7 arbitration to each other not later than June 28, 2021. Parties will meet
8 and confer regarding evidentiary objections and to determine whether
9 a joint exhibit binder can be produced, along with the exhibits
10 contained therein. Both Parties shall work in good faith to stipulate to
11 the admissibility of as many exhibits as possible.

12 **iv. Production of Joint Exhibits Binder:**

13 By 5:00 PM (PDT) on July 12, 2021. The electronic compilation
14 of exhibits with index will be prepared by the State and produced
15 electronically and emailed to the Arbitrator and Counsel for NPU at
16 that time. Each Party will be responsible for making exhibits accessible
17 to its witnesses attending remotely.

18 **B. Court Reporter.**

19 The parties agree that the State will secure a court reporter to transcribe the
20 hearing and that the costs will be split equally between both parties. The State shall
21 make arrangements for the court reporter to attend the virtual hearing. The court
22 reporter will issue a final transcript to the arbitrator and counsel for each party.

23 **IV. Closing Argument Briefs.**

24 The parties shall have 15 business days to submit final briefs from the date the
25 transcript is issued to both Parties by the court reporter.

26 ///

27 ///

28 ///

1 **V. Arbitrator Decision.**

2 The Arbitrator shall have 30 days to make a final determination from the date the
3 Parties submit their closing argument briefs. Upon the Arbitrator's request, the Parties
4 agree to provide a reasonable extension to the Arbitrator.

5 DATED this 25th day of May 2021.

6 HUTCHISON & STEFFEN, PLLC

AARON D. FORD
Attorney General

8 By: /s/ Alex R. Velto

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Attorneys for Nevada Police Union

By: /s/ Tori N. Sundheim

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Attorneys for State of Nevada

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/s/ Tori Sundheim
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APPENDIX PAGE ONLY



APPENDIX C

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IN THE MATTER OF ARBITRATION

Case Number: 210124-03033

BETWEEN

NEVADA POLICE UNION,

Movant,

v.

STATE OF NEVADA,

Respondent.

**NEVADA POLICE UNION'S
LAST, BEST, AND FINAL OFFER AND
INITIAL SUPPORTING ARGUMENTS**

Movant, NEVADA POLICE UNION (“NPU” “Union”), by and through its undersigned counsel of record, hereby provides its last, best, and final offer as well as its initial supporting arguments. Given that the Nevada Police Union will be presenting at the Arbitration, and providing a pre-hearing statement, its analysis contained herein is a summary of the rational for its final offer. *See attached as Exhibit 1*, “Outstanding Articles for Arbitration.”

I. The Union’s Compensation Article.

The Union is seeking to distribute the money offered by the State in a different way than the State would like. The Union is not arguing there is an inability to pay. The State’s last offer was for a 3% salary increase, which it calculated as \$2,375,035. The Union, instead, would like its members to have a 2% salary increase—which the State calculated at \$1,583,357—and have
///

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.

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.

Seniority (Union Final Offer)

Seniority shall be based on total continuous State service in Unit G. Seniority may shall be considered for the purposes of scheduling, equipment, mandatory overtime, or leave as a "tie-breaking" mechanism when Departments or Divisions are approving or disapproving requests

Body Cameras (Union Final Offer)

1. All regularly assigned uniformed employees shall be required to wear body cameras, while on duty, at all times.
2. No supervisor shall review any body camera footage without for the purpose of seeking policy violations without giving notice pursuant to NRS 289.057.
3. When a supervisor accesses body worn camera footage for an investigative purpose, the supervisor will document that he or she viewed the body camera footage and reason for inspection.

Equipment & Weapons

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.

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.

Uniforms

General Provisions

Employees covered under this Agreement are required to wear uniforms.

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.

Callback Pay

Callback pay will be administered in accordance with NAC 284.214.

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.

Dangerous Duty Pay

Dangerous Duty Pay will be administered in accordance with NAC 284.208.

Overtime

Overtime is defined in accordance with NRS 284.400 180.

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.

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.

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).

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.

Standby Pay

An Overtime-eligible employee is considered to be on standby status in accordance with NAC 284.218.

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.

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.

Merit Pay Increase

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.

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.

Outstanding Articles for Arbitration Compensation (Union Final Offer)

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.

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.

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, subject to the provisions of NAC 284.204.

EXHIBIT 1

EXHIBIT 1

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Employee of Hutchison & Steffen, PLLC

1 Article aims to protect the public, officers, and to ensure that supervisors are not infringing on an
2 officer's rights under the Peace Officer Bill of Rights in Nevada.

3 Dated this 21st day of June, 2021.

HUTCHISON & STEFFEN, PLLC

4
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1 the remaining available money be used to reward members who stay in the Department longer
2 than 10 years and/or members who have college degrees.

3 The Union offered to split the remaining \$791,678 as follows: (1) All employees with
4 greater than 10 years of service will receive annual bonus payments of \$1,500; (2) all employees
5 who have associate's degrees, but not bachelor's degrees, shall receive annual bonus payments
6 of \$500; (3) all employees who have bachelor's degrees shall receive annual bonus payments of
7 \$900. This bonus structure amounts to less than the remaining \$791,678.

8 The Union would prefer this use of money because it is in the best interest of the
9 membership and policing in general. While the Union will provide a more in-depth explanation
10 in its pre-trial statement, studies on law enforcement overwhelmingly encourage better education
11 and longer serving officers. Studies show that these officers are involved in less use of force
12 incidents and make policing better.

13 The Union's offer also helps address a key factor in well-trained officers leaving the State.
14 As you will see at Arbitration, our members are paid far less than other officers in the State. They
15 are also one of the only law enforcement unions that does not provide education or longevity
16 incentives. As a result, there is immense turnover. This not only wastes the State's money, it
17 also puts our public at a higher risk.

18 **II. The Union's Seniority Article.**

19 The Union would like some element of seniority. Most law enforcement Collective
20 Bargaining Agreements in Nevada are much broader than the offer the Union has made. The
21 Union is seeking merely that seniority be a tie-breaking mechanism for scheduling, equipment,
22 overtime, and leave. This request is reasonable.

23 **III. The Union's Body Cameras Article.**

24 The Union is seeking all uniformed employees to wear body cameras while on duty, and
25 to limit supervisor fishing expeditions. The Union understands that supervisors can view body
26 cameras, however, it would like to preclude supervisors from reviewing body camera footage for
27 the sole purpose of seeking policy violations, which runs counter to NRS Chapter 289. This

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APPENDIX PAGE ONLY



APPENDIX D

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

**STATE OF NEVADA'S "LAST BEST AND
FINAL" OFFER AND SUPPORTING
STATEMENTS**

I. INTRODUCTION AND SUMMARY OF OUTSTANDING ISSUES

8
9
10 Despite the State's best efforts, it has reached an impasse in negotiations with the Nevada Police
11 Union (NPU) on three issues: (1) Body Cameras; (2) Seniority; and (3) Compensation. The State's Last
12 Best and Final Offer is reasonable and represents the only lawful path forward.

13 Up to this point, NPU has insisted that law enforcement supervisors should only be able to view
14 body camera footage based on a "reasonable suspicion" or public complaint. NPU's position is contrary
15 to existing law that establishes body camera footage as a public record, infringes on the State's inherent
16 management rights, and is dangerous public policy. NRS 289.830(2) provides that body camera footage
17 is a public record that is viewable by any person subject to very limited restrictions. NPU's proposal
18 would create an absurd (and unlawful) result where law enforcement supervisors have less ability to
19 access body camera footage than members of the general public. Moreover, the review, management,
20 and utilization of body camera footage is a duty that the State owes the public. As such, NPU's demanded
21 restriction on the State's ability to review this footage unreasonably limits the State's ability to ensure
22 employee compliance with the State's body camera policy. This situation would not only have a negative
23 impact on public safety, by limiting supervisory review of employee conduct, but it also impacts non-
24 negotiable management rights under NRS 288.150(3) subsections (a), (c), and (d). For these reasons,
25 NPU's proposal on body cameras must be deemed withdrawn from this arbitration in accordance with
26 NRS 288.575(1).

27 But, even if NPU's proposal was not withdrawn, the State's offer represents the most reasonable
28 path forward. The State proposes that body camera footage shall be administered in accordance with

1 applicable state law and department policy. This will ensure that law enforcement agencies are able to
2 utilize body camera footage in training, managing, and any other way that it can be used as a tool to
3 improve the services being offered to the public.

4 Much like its position on body cameras, NPU's position on seniority also unlawfully impedes
5 management rights and presents unacceptable dangers to the public and law enforcement officers. NPU's
6 most recent proposal requires that seniority shall be the default factor in determining every issue,
7 including scheduling, equipment and training. This proposal blatantly infringes on the State's inherent
8 management rights and is non-negotiable under NRS 288.150. Moreover, this proposal represents a peril
9 to the public and peace officers. The default consideration in all issues cannot be which officer has been
10 there the longest, but instead must be the safety of the public and law enforcement officers. Under NPU's
11 proposal, instead of the agency deploying equipment based on the type of activity the officer is engaging
12 in, or the threat level of that activity, the agency would instead be hamstrung by deciding equipment
13 issues based on years of employment. This is irrational and poses unnecessary dangers to all parties
14 involved. This is just one of a long list of potential dangers posed by making seniority the default
15 consideration on scheduling, equipment, and training (and every other issue). The State's reasonable
16 proposal allows for seniority to be considered as a "tie-breaker" in certain scheduling situations, rather
17 than making it the default consideration in all matters as requested by NPU. This allows some advantage
18 to be given to employees who have been with law enforcement longer, while also recognizing that factors
19 like safety to the public and to the officers will remain the most important considerations in all matters.

20 Lastly, on the issue of compensation, the State's position represents the only lawful path forward
21 given the recent conclusion of the 2021 Legislative Session. Although the State offered a 3% cost-of-
22 living adjustment (COLA) for fiscal year 2022-23 during the Legislative Session, NPU failed to accept
23 this offer and allowed the Legislative Session to end without coming to an agreement. The 3% COLA
24 that the State offered was on par with the amount secured by other unions that came to an agreement with
25 the State prior to the close of the Session. Now that the Legislative Session has ended, it is impossible
26 for any additional funds to be allocated in the next biennium to NPU. For that reason, NPU can only
27 receive the 1% COLA for fiscal year 2022-23 that was allocated to it by the Legislature, the same amount
28 that the vast majority of State employees will receive. The authority to grant NPU any additional direct

1 compensation rests exclusively with the Legislature, and neither the Parties nor the Arbitrator has the
2 authority to agree to any amount that has not been allocated.

3 **II. ISSUES SUBJECT TO RESOLUTION**

4 **A. BODY CAMERAS**

5 **NPU's most recent proposal on Body Cameras from February 16, 2021:** *"No supervisor shall*
6 *review any body camera footage without reasonable suspicion of improper conduct by an officer or a*
7 *complaint filed by a member of the public."*

8 **The State's Last Best and Final Offer on Body Cameras:** *"Body cameras and any footage will*
9 *be administered in accordance with applicable State law and Department or Division policies and*
10 *procedures."*

11 **B. SENIORITY**

12 **NPU's most recent proposal on Seniority from February 16, 2021:** *"1. Seniority shall be the*
13 *default determining factor in issues including, but not limited to, scheduling, equipment, leave time,*
14 *mandatory overtime, transfers, and training. 2. Seniority shall be based on total continuous State*
15 *service."*

16 **The State's Last Best and Final Offer on Seniority:** *"Seniority shall be based on total*
17 *continuous State of Nevada service in a Category I Peace Officer position. Seniority may be considered,*
18 *subject to operational needs, for the purposes of scheduling or leave as a "tie-breaking" mechanism*
19 *when Departments or Divisions are approving or disapproving requests."*

20 **C. COMPENSATION**

21 **NPU's most recent proposal on Compensation from May 19, 2021:**

22 *Effective the first full pay period in July 2022, the salary schedule for Bargaining Unit G*
23 *will reflect an increase of two percent (2 %).*

24 *Employees covered under this Agreement who have continuous State service of more than*
25 *ten (10) years on July 1, 2022. will receive annual longevity bonus payments of one-five*
26 *hundred dollars.*

27 *Employees covered under this Agreement who have a bachelor's degree will receive an*
28 *annual education bonus payment of nine-hundred dollars beginning on July 1, 2022.*

Employees covered under this Agreement who have an associate's degree will receive an
annual education bonus payment of five-hundred dollars beginning on July 1, 2022. An

1 *employee who has a bachelor's degree will not be eligible for a bonus based on their*
2 *associate's degree.*

3 *Any uniform allowance checks shall be paid in a separate check.*

4 *The State shall provide its existing uniform allowance which shall be paid to Union*
5 *members in a check separate from their paycheck.*

6 **The State's Last Best and Final Offer on Compensation:**

7 *The compensation scheduled for employees in classified State service consists of pay*
8 *ranges for each salary grade. Within each salary grade are ten (10) steps. Employee pay*
9 *rates are set within a salary grade at a specific step.*

10 *Appendix __,¹ "Salary Schedules for Bargaining Unit G" details the salary schedule for*
11 *employees covered under this Agreement.*

12 *Effective July 1, 2022, the salary schedule for Bargaining Unit G will be administered in*
13 *accordance with NRS and NAC Chapter 284 and the Legislatively Appropriated Pay Bill, as set*
14 *forth in AB 493 (2021).*

15 **III. PROCEDURAL HISTORY**

16 **A. Executive Summary of Senate Bill 135 of the 2019 Legislative Session**

17 Collective bargaining for State employees was first authorized by Senate Bill 135 of the 2019
18 Legislative Session ("SB 135").² The State's bargaining laws are codified in NRS 288.500 et seq. While
19 this new process borrowed from existing collective bargaining provisions in Nevada law, tailored to local
20 government employers, it also contained many entirely new provisions, addressing separation of powers,
21 budgetary and other issues unique to State government.³ Therefore, there are several notable differences
22 between the rules governing negotiations for local law enforcement agencies and negotiations related to
23 State law enforcement agencies.

24 State law directs the Governor to designate a representative to negotiate collective bargaining
25 agreements and work with employee organizations on behalf of the Executive Department.⁴ The

26 ¹ The salary schedule detailing pay for Bargaining Unit G employees is not yet available. This
27 schedule is completed by the Nevada Division of Human Resource Management (DHRM) in the months
28 following the completion of the Legislative Session in accordance with the Legislature's finalized Pay
Bill. DHRM generates salary schedules for all State employees, regardless of coverage under any
collective bargaining agreement.

² https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB135_EN.pdf (last seen 6/19/21)

³ For example, See *Generally* NRS 288.505(1)(c) requiring the inclusion of a non-appropriation
clause in any collectively bargained agreement and article 10 of the Constitution of Nevada vesting the
sole power to tax and raise funds in the Legislature.

⁴ NRS 288.565.

1 Governor designated the Department of Administration, Division of Human Resource Management,
2 Labor Relations Unit (“LRU”) to conduct negotiations on behalf of the many Agencies under the
3 Executive Department.

4 State law also recognizes eleven groups of employees authorized to collectively bargain with the
5 Executive Department.⁵ Unlike local government bargaining where units are formed by “communities of
6 interest,” the Legislature has designated eleven groups representing established job classes that span
7 across multiple State Agencies.⁶ To date, four different employee organizations have been appointed the
8 exclusive representatives⁷ of seven of these units, Units A, E, F, G, H, and I by the Employee
9 Management Relations Board (EMRB).

10 **1. The Bargaining Process, Mandatory Subjects, and Management Rights**
11 **reserved to the Executive Department “Without Negotiation”**

12 Fiscal Year 2022 (July 1, 2021 – June 30, 2022) is the first year NRS 288.500 could be
13 implemented. Per statute, the term of each collective bargaining agreement implemented in response to
14 SB 135 “must begin on July 1 of an odd-numbered year and must end on June 30 of the next odd-
15 numbered year.”⁸

16 Pursuant to NRS 288.500(2)(a), and NRS 288.150, “the scope of mandatory bargaining is *limited*
17 to” those subjects listed in subsection 2 of NRS 288.150⁹

18 There are also several subjects that are reserved to the Executive Department *without negotiation*,
19 termed “management rights.” This means the Union cannot lawfully take the Executive Department to
20 impasse on these management rights, and the Arbitrator cannot lawfully bind the Executive Department
21 with respect to non-mandatory items. These are codified at NRS 288.150(3).

22 In addition, SB 135 included a unique conflict of laws provision that does not apply to local
23 government employers. This provision specifies that the Executive Department is *not authorized* to
24 negotiate any provisions that would conflict with several Nevada statutes and regulations. In accordance

25 ///

26 ⁵ NRS 288.515(1).

27 ⁶ *Id.*

28 ⁷ NRS 288.520 to NRS 288.535

⁸ NRS 288.550.

⁹ “Insurance benefits” are intentionally deleted in accordance with NRS 288.500(2).

1 with the conflict of laws per NRS 288.505(5), any collective bargaining agreement cannot contain terms
2 that conflict with NRS Chapter 289 (Peace Officers and Law Enforcement Personnel).

3 **2. Submittal of the Contract to the Board of Examiners and the Legislature**

4 Once the final negotiated contract is ratified and signed by the Union and the LRU, it must be
5 submitted to the Board of Examiners for independent review and approval at a public hearing.¹⁰ The State
6 Board of Examiners “shall consider the fiscal impact of the agreement,” before approving the contract.¹¹
7 It is only after the Board of Examiners approves of the contract that it may be implemented by the
8 Executive Department.¹² If a provision of the collective bargaining agreement does not require the
9 Legislature to be given effect, then the provision becomes effective in accordance with the terms of the
10 agreement.¹³

11 However, if any provision of the contract requires an act of the Legislature to be given effect,
12 then the “Governor shall *request the drafting of a legislative measure* pursuant to NRS 218D.175 to
13 effectuate the provision,” which “becomes effective, if at all, on the date on which the act of the
14 Legislature becomes effective.”¹⁴ An Act of the Legislature is required for items of direct compensation.

15 **3. Items of Direct Monetary Compensation**

16 Unlike the funding rules that apply to local government employers during collective bargaining,
17 the Legislature expressly prohibits the State from increasing monetary benefits through the collective
18 bargaining process without the express consent of the Legislature. Traditionally, local governments,
19 funded annually and by different sources of income, have the authority to amend and/or augment their
20 budgets after they are adopted, in order to increase funding for negotiated changes to compensation
21 (including, in situations where an arbitrator directs the local government to increase compensation
22 through an interest arbitration). However, in enacting SB 135, the Legislature expressly retained its
23 “power of the purse,” placing guard rails on “items of direct compensation” that apply exclusively to the
24 Executive Department - which is biannually funded by the Legislature. The differences in the applicable
25 funding statutes demonstrate that the State’s new collective bargaining process was established around

26 ¹⁰ NRS 288.555

27 ¹¹ NRS 288.555(3)

28 ¹² *Id.*

¹³ NRS 288.560(1)

¹⁴ NRS 288.560(2)

1 the notion that any items of direct compensation must be submitted to the Legislature by the LRU for its
2 consideration prior to the conclusion of the regular biannual Legislative Session. Therefore, the rules
3 governing the funding for State collective bargaining agreements are very different from the rules that
4 apply to local government collective bargaining agreements.

5 In addition, the Legislature also granted the Governor express authority to unilaterally propose,
6 *for the Legislature's consideration*, "any amount of money the Governor deems appropriate for the
7 salaries, wage rates or any other form of direct monetary compensation for employees," notwithstanding
8 the negotiated amount. NRS 288.510. The Governor must balance the proposed Executive Budget using
9 the December, 2020, Economic Forum, which projects expected revenues and expenditures for the
10 upcoming biennium.¹⁵ Therefore, unlike the process applicable to local government contracts, the
11 Governor has been granted unilateral authority to determine and then apply what he or she believes is the
12 appropriate in terms of compensation under a CBA.

13 As such, the LRU does not have the authority to bind the State on items of direct compensation
14 during negotiations. Instead, the LRU's authority is limited to making recommendations to the Board of
15 Examiners and the Legislature on such items, and it may only make such recommendations during the
16 Legislative Session. The Legislature's Bi-Annual Sessions last for 120 days. The "120-Day Calendar"
17 begins on February 1 and ends, *sine die*, on July 1st.¹⁶ This Calendar requires Budget Bills to be
18 Introduced to the Legislature no later than the 115th day of Session.¹⁷ In this case, Budget Bills, including
19 bills related to negotiated compensation were required to be submitted on or before May 26, 2021.

20 Upon the Board of Examiners approval, if a provision of a collective bargaining agreement
21 requires an act of the Legislature to be given effect, then "[t]he Governor shall request the drafting of a
22 legislative measure pursuant to NRS 218D.175 to effectuate the provision." See NRS 288.560(2)(a).
23 Importantly, NRS 218D.175 is limited to requests "any time before or during a *regular session*." NRS
24 218D.175(2). Even after the Governor's request is made, the provision only goes into effect, "if at all, on

25 ¹⁵ NRS 353.230(4) ("All projections of revenue and any other information concerning future state
26 revenue contained in the document must be based upon the projections and estimates prepared by the
27 Economic Forum pursuant to NRS 353.228.").

28 ¹⁶ *State of Nevada 2021 Legislative Session, 120-Day Calendar*, retrieved at
https://www.leg.state.nv.us/Session/81st2021/Docs/120-day_calendar.pdf (last viewed 6/20/21).

¹⁷ *Id.*

1 the date on which the act of the Legislature becomes effective.” NRS 288.560(2). Additionally, each
2 collective bargaining agreement must include a “nonappropriation clause that provides that any provision
3 of the collective bargaining agreement which requires the Legislature to appropriate money.”¹⁸ The
4 Statute again addresses appropriations in its conflict of laws section, stating “the provision of the
5 agreement prevails unless the Legislature is required to appropriate money to implement the provision,
6 within the limits of legislative appropriations and any other available money.”¹⁹

7 Notably, the Legislature contemplated the effects of the Legislative Budget timeline on collective
8 bargaining prior to passing SB 135. However, in the end, it maintained that items of direct compensation
9 must be finally established by the Legislature and, as a result, “Arbitrators cannot bind the State to the
10 expenditure of funds.”²⁰ Specifically, when discussing the impact of the timeline, the Legislature notes:

11 Section 36 speaks to a two-year term for collective bargaining agreements. Agreements
12 would be effective in odd numbered years to coincide with the budget process. The
13 exclusive representative of the employees and the State would bargain an agreement to
14 the extent it requires the appropriation of funds, which would be addressed in the biennial
budget. The collective bargaining agreement would be effective July 1 of the odd-
numbered year through June 30 of the next odd-numbered year. There would be a
replacement agreement the following July 1.

15 Section 38 creates the timeline for collective bargaining so it complies with the State's
16 budget process. We understand, as in all states, appropriation committees need to know
17 what they are expected to try to approve in advance of making those decisions. Section 38
spells that out.

18 Section 39 describes what the parties do in the event they cannot come to an agreement
19 voluntarily. The first step is a voluntary mediation process where a professional will try
to get the parties to agree through advice, prodding, etc.

20 In the absence of an agreement, sections 40 and 41 speak to a binding arbitration process.
21 Importantly, the arbitration process is not binding on the Legislature, it is binding on the
22 chief executive. That chief executive, depending upon the arbitrator's decision, then
23 offers up that decision—to the extent that it requires any expenditure funds—to the
Legislature for approval. The Legislature retains its discretion to disapprove of an
arbitrator's award involving the appropriation of money. Only the Legislature
decides when money is spent.

24 Arbitrators cannot bind the State to the expenditure of funds.²¹

25
26 ¹⁸ See NRS 288.505(1)(c)

27 ¹⁹ See NRS 288.505(3)(c).

28 ²⁰ See discussion contained in Senate Committee on Government Affairs, 80th Legislature, April
4, 2019, Page 11, retrieved at [https://www.leg.state.nv.us/Session/80th2019/Minutes/
Senate/GA/Final/804.pdf](https://www.leg.state.nv.us/Session/80th2019/Minutes/Senate/GA/Final/804.pdf) (last viewed 6/20/2021).

²¹ *Id.* at 10-11.

1 SENATOR KIECKHEFER: More broadly, the system with bargaining is trying to sync
2 up with our budgeting system. The way I read the bill, agreements would theoretically
try to be executed sometime in March of odd-numbered years. Is that correct?

3 MR. KREISBERG: Yes.²²

4 The statutes resulting from SB 135 establish a process and schedule by which negotiations coincide with
5 the Legislative Budget.²³ This schedule allows the parties to collective bargaining to begin negotiations
6 in November and presumably provides sufficient time for final recommendations related to budgetary
7 matters to be submitted to the Legislature prior to the close of the regular session.

8 Once all of the budget proposals are introduced, the Legislature has three options, it may: (1)
9 select the negotiated amount; (2) select the amount recommended by the Governor (if different than the
10 negotiated amount); or (3) select another amount entirely. Practically speaking, this Legislative scheme
11 means that the LRU's authority to offer items on direct compensation for the Legislature's consideration
12 ends at the close of the regular legislative session, on *sine die*, per NRS 218D.175(2). Past *sine die*, the
13 LRU cannot deviate from the Legislature's approved "Pay Bill."²⁴ As such, proposing any amount above
14 what the Legislature approved would be an empty promise that neither LRU nor the State could
15 implement. In short, unlike local government employers who, under the current statutory scheme related
16 to local government collective bargaining, are able to amend their budgets to provide greater financial
17 benefits after the close of their budgeting process, the State simply does not have the authority to amend
18 the Pay Bill after it is approved by the Legislature. Accordingly, the State is limited to offering and
19 applying only those benefits approved under the Pay Bill.

20 Since November 2020, the LRU negotiated to completion the initial collective bargaining
21 agreements for the majority of the State's represented employees. These contracts were ultimately ratified
22 by the membership of the respective Unions (AFSCME, NSLEOA, and BBFFA), and approved by the
23

24 ²² *Id.* at 18.

25 ²³ See NRS 288.565 (the parties shall begin "negotiations concerning a collective bargaining
26 agreement . . . on or before November 1 of each even-number year"); See also NRS 288.570 (if the parties
27 do not reach a collective bargaining agreement they may request a mediator "on or before February 1 of
an odd-numbered year"); see also NRS 288.575 (if an arbitrator is required, "the arbitrator shall begin
arbitration proceedings on or before March 1 or any later date set by agreement of the parties" and "the
arbitrator shall render a decision on or before March 15 or any later date set by agreement of the parties").

28 ²⁴ Compensation for all State Employees was addressed in Assembly Bill 493 of the 81st (2021)
Regular Legislative Session, ("The Pay Bill") which was introduced to the Legislature by the Governor
as scheduled on May 26, 2021, the 115th day of session.

1 Board of Examiners as required by 288.555; each contract was approved on or before May 25, 2021. No
2 bad faith bargaining claims were filed by or against the State during negotiations with these unions.
3 Further, each of the other contracts contains compensation provisions which were approved by the Board
4 of Examiners and the Legislature. The compensation amounts negotiated with these unions were
5 appropriated by the Legislature as introduced in the Pay Bill on May 26, 2021.²⁵ The 2021 Legislative
6 Session ended just six days later on June 1, 2021.

7 Although LRU engaged in good faith negotiations with NPU and attempted to resolve its initial
8 contract with NPU prior, the parties came to impasse over the three items discussed above: Body
9 Cameras, Seniority, and Compensation.

10 **B. Overview of the State Budget Process for Fiscal Years 2021 – 2023**

11 **i. COVID-19 Pandemic and Financial Outlook July 2020**

12 At the Governor's request, the Legislature began a Special Session on July 8, 2020, to address
13 severe budget cuts in response to the immediate need to balance the State's budget following the
14 precipitous global economic fallout of the COVID-19 pandemic.²⁶ The Legislature was confronted with
15 an economic crisis, described in the Governor's Nevada COVID-19 Fiscal Report & Fiscal Year 2021
16 budget summary, reflecting a General Fund shortfall of approximately \$1.2 billion in Fiscal Year 2020-
17 21.²⁷

18 By July of 2020, the Governor's emergency proposals included over \$500 million in reductions
19 to agency budgets, furlough days for state employees through June 2021, and a decision to postpone
20 filling more than 690 vacant state positions.²⁸ The Governor stated "[n]one of us could have predicted a
21

22 ²⁵ Assembly Bill 493 of the 81st (2021) Regular Legislative Session (introduced May 26, 2021),
23 the "Pay Bill", at 1, retrieved at <https://www.leg.state.nv.us/App/NELIS/REL/81st2021/Bill/8234/Text>
(last seen Jun. 14, 2021).

24 ²⁶ See *A Proclamation by Governor Steve Sisolak To Convene a Special Session of the Nevada*
25 *State Legislature* (July 7, 2020), available at
http://gov.nv.gov/News/Proclamations/2020/_Proclamation_by_Governor_Steve_Sisolak_to_Convene_a_Special_Session_of_the_Nevada_State_Legislature/ (last viewed 7/13/2021).

26 ²⁷ See *Governor Sisolak releases Nevada COVID-19 Fiscal Report & Fiscal Year 2021 budget*
27 *summary ahead of Legislative Special Session*, available at [https://nvhealthresponse.nv.gov/wp-](https://nvhealthresponse.nv.gov/wp-content/uploads/2020/07/7.06-release.pdf)
content/uploads/2020/07/7.06-release.pdf (last viewed 7/10/20).

28 ²⁸ Governor Sisolak's Fiscal Year 2020-21 Budget Summary July 6, 2020 available at
<https://nvhealthresponse.nv.gov/wp-content/uploads/2020/07/Nevada-COVID-19-Fiscal-Report.pdf>
(last viewed 6/19/21)

1 pandemic of this magnitude and the global economic crisis that has followed. The world looks incredibly
2 different since I first approved our State's biennial budget back in June 2019.”²⁹

3 In November 2020, LRU began negotiations for initial contracts with NPU, AFSCME, NSLEOA,
4 and BBFFA amidst this atmosphere of fiscal uncertainty.

5 **ii. The Governor's Proposed Executive Budget Defined the \$9 Million of**
6 **Funding Available for Negotiating Items of Direct Compensation**

7 The ending General Fund balance of the Governor's Proposed Executive Budget totaled
8 \$3,473,560 for Fiscal Year 2021-22 and \$30,265,483 for Fiscal Year 2022-23.³⁰ These total amounts
9 account for the “minimum 5% ending fund balance per NRS 353.213.”³¹ Based on this funding, the State
10 assessed it had an inability to pay for increases for Fiscal Year 2021-22. However, the end fund balance
11 for Fiscal Year 2022-23 allowed for some increases. Of the \$30,265,483, the Governor's Office dedicated
12 \$23 million to the LRU with the direction that this amount should be provide all State employees with a
13 1% Cost of Living Adjustment (COLA) for Fiscal Year 2022-23. The Governor's Finance Office
14 calculated the total cost of the 1% COLA for all State employees at \$14 million. The LRU was thus
15 authorized to offer a total of \$9 million for negotiations with 7 represented collective bargaining units.³²
16 The State explained this situation to NPU during negotiations.³³

17 **iii. The 81st Legislative Session**

18 The 81st (2021) Session of the Nevada Legislature began on February 1, 2021, and adjourned *sine*
19 *die* on June 1, 2021.³⁴ Compensation for all State Employees was addressed in Assembly Bill 493 of the
20 81st (2021) Regular Legislative Session, (“The Pay Bill”) which was introduced to the Legislature by the
21 Governor as scheduled on May 26, 2021, the 115th day of session.³⁵

22 ²⁹ *Id.*

23 ³⁰ State of Nevada, 2021-2023 Executive Budget at pg. 75, retrieved at
24 https://budget.nv.gov/uploadedFiles/budgetnvgov/content/StateBudget/2022-2023/FY2021-23_ExecutiveBudgetBook_WO.pdf (last viewed June 15, 2021).

25 ³¹ *Id.*

26 ³² *Id.*

27 ³³ In determining the amount of money the State could viably propose for submittal to the
28 Legislature for Fiscal Years 2021-22 and 2022-23, the LRU relied on the Governor's Proposed Executive
Budget, which is declared confidential by NRS 353.205 until it is transmitted to the Legislature.

29 ³⁴ Overview of the 81st (2021) Session of the Nevada Legislature, retrieved at
<https://www.leg.state.nv.us/Session/81st2021/> (last seen June 14, 2021).

30 ³⁵ See Assembly Bill 493 of the 81st (2021) Regular Legislative Session, the (Pay Bill), retrieved
at <https://www.leg.state.nv.us/App/NELIS/REL/81st2021/Bill/8234/Text> (last seen Jun. 14, 2021); see

On May 11, 19, and 25, respectively, the Board of Examiners approved the following compensation provisions for other collective bargaining groups that reached agreements with the State to submit as a “legislative measure pursuant to NRS 218D.175 to effectuate the provisions” of the contracts:³⁶

Nevada State Law Enforcement Officers’ Association (NSLEOA)/ Nevada Association of Public Safety Officers (NAPSO), CWA Local 9110: Effective the first full pay period in July 2022, the salary schedules for Bargaining Unit H will reflect a two percent (2%) increase. If a State-wide increase is granted to all employees of the State, employees covered under this Agreement will also receive that additional increase.³⁷

Battle Born Fire Fighters Association (BBFFA), Local 3895: “Effective July 2022, the salary schedules for Bargaining Unit K will reflect a three percent (3%) increase.”³⁸

American Federation of State, County, & Municipal Employees (AFSCME), Local 4041: “Effective July 1, 2022, the salary schedules for Bargaining Units A, E, F, and I will reflect an increase of three percent (3%).”³⁹

On May 26, the Governor’s Finance Office submitted the compensation provisions of the AFSCME, NSLEOA, and BBFFA Collective Bargaining Agreements as part of the Pay Bill, for the Legislature’s consideration.

On May 31, the Legislature passed the Pay Bill with the recommended 1% COLA for unrepresented State employees and State employees ineligible for union representation in Fiscal Year 2022-23, and the collectively negotiated provisions for the represented employees. No special appropriation was made for the employees of Unit G, and they were treated the same as other State

also 81st Legislative Session 120-Day Calendar, retrieved at
https://www.leg.state.nv.us/Session/81st2021/Docs/120-day_calendar.pdf (last seen June 14, 2021).

³⁶ NRS 288.560

³⁷ State of Nevada & Nevada State Law Enforcement Officers’ Association (NSLEOA)/ Nevada Association of Public Safety Officers (NAPSO), CWA Local 9110, Collective Bargaining Agreement, July 1, 2021 – June 30, 2023, retrieved at
https://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Meetings/Board_of_Examiners/2021/05-11-2021_BOE_Packet.pdf. (Pages 229-333)

³⁸ State of Nevada & Battle Born Fire Fighters Association (BBFFA), Local 3895, Collective Bargaining Agreement, July 1, 2021 – June 30, 2023, retrieved at
https://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Meetings/Board_of_Examiners/2021/05-19-2020_Agenda_Packet.pdf (last seen June 15, 2021) (Approved by the Board of Examiners on May 19, 2021).

³⁹ State of Nevada & American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, Collective Bargaining Agreement, July 1, 2021 – June 30, 2023, retrieved at
https://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Meetings/Board_of_Examiners/2021/05-25-2021_BOE_Packet.pdf (last seen June 15, 2021) (Approved by the Board of Examiners on May 25, 2021).

employees not included in a unit with a collective bargaining agreement ratified by its members and approved by the Board of Examiners.

C. Overview of 2020-2021 Negotiations Between NPU and the State

The State and NPU, collectively the “Parties,” officially began negotiations on November 6, 2020 per NRS 288.565. NPU is the designated representative for unit G, Category 1 Peace Officers, by Order of the Government Employee-Management Relations Board (EMRB) on January 14, 2020.⁴⁰ Table 1 of Order Item No. 856 reflects a total 735 employees in Unit G. After the initial meeting, the parties met five additional times: on December 14, 2020, January 12, 2021, January 22, 2021, January 26, 2021, and February 9, 2021. On February 9, 2021, NPU declared impasse on the three articles before the Arbitrator today (Body Cameras, Seniority, and Compensation).

After NPU declared impasse, the State and NPU engaged in six additional mediation sessions with a mediator assigned by the Federal Mediation and Conciliation Service (“FMCS”) in accordance with NRS 288.570; meeting on March 9, 2021, March 22, 2021, March 29, 2021, April 20, 2021, April 21, 2021, and May 10, 2021. NPU and the State also exchanged counter-offers through May 19, 2021. Several additional negotiation and mediation dates were offered by the State but were declined by NPU. Mediation was ultimately unsuccessful, and was discontinued by the FMCS Mediator pursuant to NRS 288.575 on May 20, 2021.

Negotiating sessions with the NPU proved difficult. On multiple occasions, NPU refused to offer proposals or counter proposals, which is a well-recognized indicator of bad faith bargaining.⁴¹ Also, NPU often rejected LRU’s proposals shortly after transmittal, but either refused to offer counterproposals or submitted counterproposals that were substantially the same those initially provided on December 14, 2020. Such rejections and refusals to offer meaningful counter proposals have occurred throughout the negotiation process, and have delayed the resolution of the instant agreement.⁴²

⁴⁰ *Petition for Designation as the Exclusive Representative of a Bargaining Unit Pursuant to Senate Bill 135 (2019)*, EMRB Item No. 856, retrieved at <https://emrb.nv.gov/uploadedFiles/emrbnv.gov/content/Decisions/856%202019-023%20and%20024.pdf> (last seen 6/19/21).

⁴¹ See *International Brotherhood of Electrical Workers, Local 1245 vs. City of Fallon*, Item No. 269, EMRB Case No. A1- 045485 (7/25/91).

⁴² While LRU recognizes NPU’s right to take a “hard bargaining position” on its proposals, it points out this situation to illustrate the fact that NPU refused to move from its position on a number of

1 On March 8, 2021, NPU filed a Complaint against the State before the EMRB, alleging three
2 counts of bad faith bargaining. On March 30, 2021, the State filed a Motion to Dismiss, and its Answer
3 containing Counterclaims against NPU; alleging five counts of bad faith bargaining against NPU. *Id.* On
4 May 5, 2021, the Parties reached a settlement dismissing their respective claims and reached tentative
5 agreements on all except for three articles before the Arbitrator: (1) Body Cameras, (2) Seniority, and (3)
6 Compensation.

7 The State has endeavored to find common ground with NPU on the outstanding issues, but has
8 consistently asserted that NPU's proposals on Body Cameras and Seniority are unlawful or are not
9 otherwise subject to negotiation as they violate the State's management rights per NRS 288.150(3)
10 ("subject matters which are not within the scope of mandatory bargaining and which are reserved to the
11 [executive department] without negotiation."). Additionally, the State consistently expressed concern to
12 NPU's Chief Negotiator about the impending Legislative deadlines and the need to come to agreement
13 on items of direct compensation prior to the close of Legislative Session. NPU dismissed these deadlines.
14 Additionally, NPU failed to provide information establishing the expected costs for its compensation
15 proposals or substantiate its assertions about costs by supplying its calculations and/or basis for its
16 determination of costs when this information was requested by LRU during negotiations.⁴³

17 NPU first transmitted its proposal on Compensation to the State on November 4, 2020.⁴⁴
18 However, the State and NPU did not begin discussing economic items until February 9, 2021, as the
19 Governor's Proposed Budget is confidential by law until transmitted to the Legislature.⁴⁵ Thus, the LRU
20 was unable to discuss compensation until the Governor published the Proposed Budget on January 18,
21 2021, and NPU was unavailable to meet with the State until February 9, 2021.

22 i. Ground Rules between the State and NPU

23 In the Ground Rules, the State and NPU agreed on a series of statements reflecting the State's
24 authority with respect to economic items:

25 _____
26 articles as early as December 2020, but failed to take steps to pursue resolution of its "hard" position in
time for the conclusion of the Legislative Session.

27 ⁴³ LRU requested information regarding NPU's calculations related to compensation because its
own calculations related to the cost of NPU's proposals did not align with NPU's assertions about
expected cost.

28 ⁴⁴ NPU's Full Proposed Contract, Exhibit 1.

⁴⁵ NRS 353.205.

1 The undersigned do not have the authority to supersede the special rights reserved to the
2 Governor pursuant to NRS 288.510.

3 The undersigned do not have the authority to supersede the appropriation rights reserved
4 to the Legislature pursuant to NRS 288.505 and NRS 288.560.

5 The parties understand the proposed biennial budget remains confidential pursuant to NRS
6 353.205(3) until it is released to the public by the Budget Division of the Office of
7 Finance.

8 Each team will submit its non-economic proposals and will reach tentative agreement on
9 those proposals and contract language before discussing economic proposals, per section
10 A.8. above.” Ground Rules, D.2.⁴⁶

11 **ii. The State’s December 7, 2020, Presentation**

12 On December 7, 2020, the State gave a presentation to NPU providing an overview of the
13 Legislative and Budget Process.⁴⁷ This presentation comprehensively identified the mechanics of the
14 budgetary process during Legislative session, including the Executive Budget Development process, the
15 various funds, and identified the Legislative timelines.

16 **iii. The State and NPU’s Latest Proposals and Calculations**

17 The State offered NPU a 3% COLA for submittal to the Legislature per NRS 288.560, to “request
18 the drafting of a legislative measure pursuant to NRS 218D.175 to effectuate the provision” of the
19 agreement. The agreement(s) would become effective “if at all, on the date on which the act of the
20 Legislature becomes effective.”⁴⁸ The State’s offer prior to the submission of the Pay Bill recognized the
21 need for ratification, approval by the Board of Examiners, and inclusion in Pay Bill for appropriation by
22 the Legislature. The State’s final proposal to NPU for a 3% COLA for year two of the biennium would
23 result in a fiscal impact of \$2,374,217. NPU and the State did not reach agreement on compensation, so
24 no agreement was submitted to NPU’s membership for ratification, no ratified agreement was presented
25 to the Board of Examiners for approval under NRS 288.555, and no approved agreement was included
26 in the Pay Bill.

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⁴⁶ See a copy of the “Ground Rules” attached as Exhibit 2.

⁴⁷ “Overview of State Budget Process and 32nd Special Session Legislation for NPU” attached as
Exhibit 3.

⁴⁸ NRS 288.560(2)(b).

1 **IV. SCOPE OF ARBITRATION**

2 There are two threshold matters that define the Arbitrator's authority in this proceeding: (1) the
3 arbitrator must select one of the two final offers of the parties and may not make any revisions or
4 amendments to either offer; and (2) the final award may not supersede management rights or exceed or
5 conflict with the 2021 Legislative Appropriations granting NPU a 1% Cost of Living Adjustment
6 (COLA) in fiscal year 2022-2023.

7 **A. The Arbitrator must select the final offer that is most reasonable based on the**
8 **position of each party as to each issue and the contractual terms in each offer.**

9 NRS 288.580 clearly defines the arbitrator's task during arbitration. It says "for issues in dispute
10 after arbitration proceedings are held pursuant to NRS 288.575, the arbitrator shall incorporate either the
11 final offer of the Executive Department or the final offer of the exclusive representative into his or her
12 decision." NRS 288.580(1). "The decision of the arbitrator shall be limited to a selection of one of the
13 two final offers of the parties." *Id.* "The arbitrator shall not revise or amend the final offer of either party
14 on any issue." To determine which final offer to incorporate into his or her decision, the arbitrator shall
15 assess the reasonableness of: "(a) the position of each party as to each issue in dispute; and (2) the
16 contractual terms and provisions contained in each final offer." NRS 288.580(2).

17 In this case, the Arbitrator must select either the State's final offer or NPU's final offer - based
18 on the reasonableness of those offers. There is, however, an important step that precedes the Arbitrator's
19 evaluation of the final offers. In the event that a mediator "determines that his or her services are no
20 longer helpful . . . [a]ny proposal that conflicts or is otherwise inconsistent with any provision of state
21 law, other than the provisions of chapter 284 and 287 of NRS, shall be considered withdrawn by the
22 proposing party when mediation is discontinued." NRS 288.575(1). In this case, the FMCS Mediator
23 determined that his services were no longer helpful and terminated mediation on May 20, 2021, thereby
24 invoking NRS 288.575(1).

25 The parties agreed on a briefing schedule intended to address this procedural exception. If, after
26 this briefing schedule, any article is determined to be "considered withdrawn" by the Arbitrator, then the
27 article will be struck from the proposing party's Last Best and Final Offer. This briefing schedule ensures
28 decisions about these articles will be made prior to the hearing scheduled to begin on July 19, 2021.

1 Therefore, the Arbitrator's selection of either party's Final Offer must exclude any proposal which must
2 be considered withdrawn in accordance with NRS 288.575(1).

3 **B. The final award may not supersede management rights or exceed or conflict with**
4 **2021 Legislative appropriations.**

5 Another threshold matter is one of authority. The relevant statutes illustrate that the final award
6 may not: (1) encroach on the State's management rights under NRS 288.150; or (2) exceed or conflict
7 with Legislative appropriations.

8 First, the final award may not bind the State with respect to management rights. The scope of
9 mandatory bargaining, and thus the authority of the Arbitrator, is limited to those items listed in NRS
10 288.150, as defined by NRS 288.500(a). In contrast, neither NPU nor the Arbitrator may bind the
11 employer to rights that were reserved specifically to management without negotiation.⁴⁹ One of the main
12 reasons for impasse on both the Body Camera and Seniority Articles proposed by NPU is the proposals
13 significant and impermissible infringement on the State's inherent managerial rights. Therefore, the
14 arbitrator may not select NPU's contract if any of the articles presented by NPU contain management
15 rights, as listed in NRS 288.150(3).

16 Second, the arbitrator does not have the authority to issue a final compensation amount that
17 exceeds or conflicts with the 2021 Legislature's final appropriations. As explained above, the Legislature
18 retained the power of the purse, placing clear guardrails on items of direct compensation during collective
19 bargaining. *See* Senate Committee on Government Affairs April 4, 2019, Page 11 ("Arbitrators cannot
20 bind the State to the expenditure of funds").⁵⁰ In this respect the Executive Department, and by
21 extension, the Arbitrator, has limited authority on items of direct monetary compensation.

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27 ⁴⁹ *Id.*; *see* NRS 288.150.

28 ⁵⁰ *See* Senate Committee on Government Affairs April 4, 2019, Page 11 ("Arbitrators cannot
bind the State to the expenditure of funds"), available at
<https://www.leg.state.nv.us/Session/80th2019/Minutes/Senate/GA/Final/804.pdf>

1 **V. ARGUMENT**

2 **A. The State's Position on body cameras is the most reasonable because it is**
3 **consistent with the law, most beneficial to the public, and most helpful for law**
4 **enforcement agencies.**

5 **i. NPU's proposal on body cameras violates NRS 289.830 and Nevada's Public**
6 **Records Law.**

7 NPU's most recent proposal seeks to limit supervisors' ability to review body camera footage to
8 only instances of "reasonable suspicion of improper conduct by an officer or a complaint filed by a
9 member of the public." A person's ability to view body camera footage is already made clear in NRS
10 289.830 and Nevada's Public Record Law (codified in chapter 239 of NRS), and cannot be abrogated by
11 a collective bargaining agreement. *See also Milwaukee J. Sentinel v. Wisconsin Dep't of Admin.*, 2009
12 WI 79, ¶ 25, 319 Wis. 2d 439, 461, 768 N.W.2d 700, 711 ("If a right is given to the public by statute,
13 such as the right to seek disclosure of public records, the legislature generally may take that right away
14 through legislative action in compliance with constitutional mandates. However, since [the article
15 limiting access to a public record] of the collective bargaining agreement was not enacted by bill, it
16 remains a contractual provision. It is not 'law' . . . that is an exception to the Public Records Law").

17 NRS 289.830(2) plainly states that "any record made by a portable event recording device
18 pursuant to this section is a public record." Generally, laws relating to any person's ability to view public
19 records are found within Nevada's Public Record Law – NRS 239. Under NRS 239.010(1), "unless
20 otherwise declared by law to be confidential, all public books and public records of a governmental entity
21 must be open at all times during office hours to inspect by any person." The law provides that specific
22 statutes may place certain limitations on this general provision. NRS 289.830 provides only two
23 exceptions to any person's ability to view body camera footage: (1) the footage can only be requested on
24 a per incident basis and (2) the footage is available for inspection only at the location where the record is
25 held if the record contains confidential information that may not be otherwise redacted. *See* NRS
26 289.830(2). Any additional restrictions on a person's ability to view body camera footage must be
27 provided in law, not contractual agreement.

28 The State cannot legally agree to a contractual term that would limit any person's access to body
camera footage beyond what is already provided in NRS 289.830, and therefore any language which

1 restricts supervisor access to body cameras (including NPU's most recent proposed language) must be
2 considered withdrawn for conflicting with State law under NRS 288.575(1).

3 Additionally, NPU's most recent proposal unlawfully impedes law enforcement agencies'
4 statutory requirement to establish disciplinary measures for peace officers who "(1) fail to operate a
5 portable event recording device in accordance with any departmental policies; (2) intentionally
6 manipulate a video recorded by a portable event recording device; or (3) prematurely erase a video record
7 by a portable event recording device." NRS 289.830(1)(f). NPU's proposed language requiring
8 "reasonable suspicion" or a public complaint would foreclose law enforcement agencies from regularly
9 auditing body camera footage to ensure compliance with statutorily required policies, as well as hinder
10 law enforcement agencies' ability to develop additional policies and procedures under NRS 289.830(1).

11 For the reasons set out above, the State's Last Best and Final Offer regarding body cameras is not
12 just reasonable, it is the only offer that the State can make in accordance with existing law. NPU's
13 proposed terms would be contrary to existing statute and therefore must be withdrawn from the arbitration
14 process.

15 **ii. NPU's body camera Proposal must be withdrawn because it impermissibly**
16 **conflicts with the State's managerial rights.**

17 Upon receipt of NPU's body camera proposal, the State immediately asserted its management
18 right regarding the maintenance and review of body camera footage, and informed NPU that it would not
19 agree to waive the right. The State cannot negotiate a proposal related to body cameras which impacts its
20 right and its duty to manage body camera footage. NRS 288.150 provides that "those subject matters
21 which are not within the scope of mandatory bargaining" include the ability to set work performance
22 standards, safety of the public, the quality and quantity of services being offered to the public, and the
23 means and methods of offering those services.⁵¹ By proposing that supervisors' access to body camera
24 video be limited to instances of reasonable suspicion or public complaint, NPU appears to be considering
25 only on the disciplinary impacts of body cameras and ignoring all of the other useful managerial purposes
26 that reviewing footage provides law enforcement agencies. While body camera footage is used in
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28 ⁵¹ These non-negotiable matters were incorporated into the current collective bargaining process
through NRS 288.500(3).

1 disciplinary investigations, this footage also provides a critical tool in training officers. This footage
2 provides agencies with invaluable information which they use to coach and train officers, preparing them
3 for real life occurrences and helping them improve their response to situations in the field.⁵² Finally, this
4 footage allows law enforcement agencies to review the quality of services being provided to the public
5 by allowing supervisors to review the contents of an employee's workday which can assist an agency in
6 implement policies ensuring more efficient utilization of officers and resources.

7 All told, there are many important, beneficial and non-disciplinary reasons for supervisors to be
8 able to freely review body camera footage, and the State is entitled to those management rights of body
9 camera footage. For this reason, and for the reasons set out above reason, NPU's proposal relates to a
10 subject matter which is not within the scope of mandatory bargaining under NRS 288.150(3) and must
11 be withdrawn.

12 **iii. Even if NPU's Proposal is not deemed withdrawn, the Arbitrator should find**
13 **the State's offer to be the most reasonable under NRS 288.580.**

14 The State's Last Best and Final Offer regarding body cameras is that: "Body cameras and any
15 footage will be administered in accordance with applicable State law and Department or Division policies
16 and procedures." This Position is the most reasonable in this case because it is consistent with the law,
17 most beneficial to the public, and most helpful to law enforcement agencies. Under NPU's most recent
18 proposal, a law enforcement agency supervisor would have less ability to review body camera footage
19 than a member of the general public. This is an absurd result. The State's proposal aligns the viewing of
20 body camera footage with existing law. This benefits the public by honoring the purpose of the recent
21 body camera laws established in the State. As noted above, review of body camera footage is not just
22 used in disciplinary situations, as NPU seems to contend with its proposal, it is about using every tool
23 available to ensure that the State can improve the services being offered to the public. Additionally,

24 ⁵² The importance of body camera footage as a training tool has been noted by the National
25 Institute of Justice – "The use of body-worn cameras also offers potential opportunities to advance
26 policing through training. Law enforcement trainers and executives can assess officer activities and
27 behavior captured by body-worn cameras — either through self-initiated investigations or those that
28 result from calls for service — to advance professionalism among officers and new recruits. Finally,
video footage can provide law enforcement executives with opportunities to implement new strategies
and assess the extent to which officers carry out their duties in a manner that is consistent with the
assigned initiatives." Brett Chapman, *Body-Worn Cameras: What the Evidence Tells Us* at 2 (2018)
(<https://www.ojp.gov/pdffiles1/nij/252035.pdf>) (last visited on June 17, 2021).

1 allowing supervisors to access body camera footage at will is the most beneficial policies for law
2 enforcement officers. Utilizing body camera footage is an important training and informational tool that
3 allows law enforcement agencies to implement policies that better protect our law enforcement officers.

4 Ultimately, the State's proposal is the only proposal that is consistent with existing law and is the
5 most reasonable proposal. Therefore, if the Arbitrator does not find that NPU's proposal is withdrawn
6 based on its contravention of existing laws and interference with the State's management rights, the
7 Arbitrator should still find the State's proposal most reasonable under NRS 288.580.

8 **B. NPU's Proposal regarding seniority is unreasonable, dangerous public policy, and**
9 **unlawfully infringes on the State's management rights.**

10 **i. NPU's Proposal must be withdrawn because it conflicts with the State's**
11 **management rights under NRS 288.150(3).**

12 NPU's most recent proposal on this subject is that "seniority shall be the default determining
13 factor in issues including, but not limited to, scheduling, equipment, leave time, mandatory overtime,
14 transfers, and training." This proposal blatantly infringes on the State's inherent managerial rights under
15 NRS 288.150. That statute provides that "those subject matters which are not within the scope of
16 mandatory bargaining and which are reserved to the . . . government employer without negotiation
17 include . . . the right to determine: (1) appropriate staffing levels and work performance standards, except
18 for safety consideration; (2) the content of the workday, including without limitation workload factors,
19 except for safety considerations; (3) the quality and quantity of services being offered to the public; and
20 (4) the means and methods of offering those services." Additionally, the statute provides that the subject
21 matter of "safety to the public" is reserved to the State without negotiation.

22 NPU's most recent proposal would require law enforcement agencies to use seniority as the
23 default determining factor in *every* issue. *See* NPU's most recent proposal ("seniority shall be the default
24 determining factor in issues including, *but not limited to* . . ."). Essentially, this provision is unlimited.
25 This overbroad proposal necessarily impact's the State's ability to manage: staffing levels, work
26 performance standards, workload, the quality and quantity of services provided to the public, and the
27 means and method of offering services to the public. But, as provided in NRS 288.150, the State cannot
28 make seniority the default consideration for every issue. Instead, the State is entitled to make managerial
decisions as it sees fit based on the safety of the public. *See* NRS 288.150(3)(d). The topics that NPU

specifically outlined in its proposal – “scheduling, equipment, leave time, mandatory overtime, transfers, and training” – all relate to the safety of the public and are therefore non-negotiable under NRS 288.150(3)(d). Additionally, the means and methods of offering law enforcement services to the public are necessarily management rights that are not the subject of negotiation pursuant to NRS 288.150(3)(c)(4). Law enforcement agencies must be able to make scheduling, equipment and personnel decisions based on what is most effective and efficient for the safety of the public and its officers. For example, law enforcement agencies might determine that it is important to have a mix of new employees on a certain shift with other senior employees. The agency might see this as most beneficial for the safety and training of the less-senior employees. It is imperative that law enforcement agencies be able to make these important scheduling decisions without regard to seniority. The default consideration in these important matters cannot be which employee has been there the longest. Instead, the default consideration can and must be the safety of the public and the officers.

NPU’s proposal conflicts with the fundamental management rights outlined in NRS 288.150(3), and must therefore be withdrawn from this arbitration as a subjected matter reserved to the State government without negotiation.

ii. The State’s Proposal is the most reasonable and should be adopted under NRS 288.580.

The State’s Last Best and Final Offer regarding seniority is that: “Seniority shall be based on total continuous State of Nevada service in a Category I Peace Officer position. Seniority may be considered, subject to operational needs, for the purposes of scheduling or leave as a ‘tie-breaking’ mechanism when Departments or Divisions are approving or disapproving requests.” The State’s Proposal rightfully allows for seniority to be considered as a “tie-breaker” in certain scheduling situations, rather than making it the default consideration in all matters as requested by NPU. This allows some advantage to be given to longer tenured employees, while also recognizing that factors like safety to the public and to the officers will remain the most important considerations in all matters.

NPU’s most recent proposal is not reasonable and could even pose additional dangers to the public and to law enforcement’s new recruits. By making seniority the “default” consideration in decisions regarding equipment, NPU’s proposal would likely result in new recruits receiving the agency’s least

desirable equipment. Instead of the agency deploying equipment based on the type of activity the officer is engaging in, or the threat level of that activity, the agency would instead be hamstrung by deciding equipment issues based on years of employment. This is irrational and poses unnecessary dangers to all parties involved. The same could be said about using seniority as the default consideration in scheduling. There might be certain shifts that the agency determines require more experienced officers based on the threat level of expected activities. Instead of being able to deploy senior and junior officers based on the needs of the public, NPU's proposal would require the law enforcement agency to schedule based primarily on seniority. For these reasons, and countless others, NPU's proposal that seniority be the default consideration in all issues is unreasonable, a danger to the public, and a peril to law enforcement officers themselves. The State's proposal, on the other hand, is reasonable in that it allows for certain perks to be given to long-tenured employees as a "tie-breaker," while not unnecessarily endangering the public or officers by blindly assigning shifts equipment and all other aspects of employment on seniority.

C. The State's Proposal on compensation represents the only lawful path forward given that the Legislative Session has concluded.

i. With the closing of the Legislative Session, the State is no longer able to offer NPU additional compensation because those funds cannot be appropriated.

As discussed above, the State is unable to deviate from the total amount budgeted in the approved Pay Bill in which the Legislature set a 1% cost-of-living adjustment (COLA) in Fiscal Year 2022-23 for NPU's Unit G employees. Therefore, the State lacks the authority to fund the compensation benefit forwarded by NPU. Furthermore, as previously noted, in an attempt to resolve this contract before it lost what authority it had to impact compensation, the State proposed a 3% COLA for Fiscal Year 2022-23. At that time, LRU had the ability and authority to recommend implementation of the 3% proposal, had the proposal been accepted by NPU. However, given the close of the Legislative Session, the State no longer has the authority to deviate from the 1% COLA approved by the Legislature's Pay Bill, "establishing the maximum allowed salaries for certain state employees" for the years 2022 and 2023.⁵³ By extension, the Arbitrator likewise does not have the authority to deviate from the Legislature's final appropriated 1% COLA amount for Fiscal Year 2022-2023.

⁵³ Assembly Bill 493 of the 81st (2021) Regular Legislative Session (introduced May 26, 2021), the "Pay Bill", at 1, retrieved at <https://www.leg.state.nv.us/App/NELIS/REL/81st2021/Bill/8234/Text> (last seen Jun. 14, 2021).

1 The State's final offer of a 3% COLA for all Category I Peace Officers prior to the applicable
2 Legislative deadlines was reasonable and would have benefitted most NPU-represented employees. This
3 offer was also in line with the COLA increases that the State negotiated with other unions. However,
4 NPU exercised its own right to reject the State's final offer of 3%.

5 The law is clear that any compensation is subject to legislative appropriation.⁵⁴ The law is also
6 clear that the Legislative sessions are of a finite duration.⁵⁵ Nonetheless, during negotiations, beginning
7 as early as December 7, 2020, the State repeatedly warned NPU about the ramifications of the
8 Legislature's final appropriations for the 2021 to 2023 fiscal years if an agreement was not reached prior
9 to May 19, 2021.⁵⁶ Despite the State's best efforts, it was unable to come to an agreement with NPU prior
10 to the May 19, 2021 deadline.

11 Because the Legislative Session has concluded without a ratified contract, the employees of Unit
12 G of NRS 288.515 join the employees of units B, C, D, and J as employees recognized for bargaining
13 without a ratified contract approved by the Board of Examiners. NPU will have its first opportunity to
14 negotiate items of direct compensation for the years 2023-2025 beginning in January 2022.

15 **ii. The State lacks the authority to offer additional increased compensation.**

16 The Legislature, through SB 135, limited the LRU's authority to negotiate items of direct
17 compensation. In particular, the LRU was given limited authority to negotiate an amount that would be
18 presented to the Legislature for consideration. Unlike local government employers, the Nevada State
19 Legislature clearly retained its authority to determine the final amount of direct compensation that would
20 be provided to all bargaining units through negotiations.⁵⁷ Thus, LRU has never had the authority to bind
21 the State to a direct compensation benefit for NPU, or any employee organization. Instead, LRU has

22 ⁵⁴ NRS 288.505(1)(c).

23 ⁵⁵ See *Generally* the Constitution of the State of Nevada Article 2, section 4, subsection 2 ("The
24 Legislature shall adjourn sine die each regular session not later than midnight Pacific time at the end of
25 the 120th consecutive calendar day of that session, inclusive of the day on which that session commences.
Any legislative action taken after midnight Pacific time at the end of the 120th consecutive calendar day
of that session is void, unless the legislative action is conducted during a special session").

26 ⁵⁶ May 19th was the last possible date any union could get their contract submitted for approval to
the Board of Examiners prior to the May 26, 2021, Legislative Pay Bill deadline. The Board of Examiners
met on May 25th, the last possible date prior to May 25, 2021 for this purpose. Unfortunately, the Open
Meeting Law and NRS 288.555 require the proposed agreement and any exhibits to the proposed
27 agreement be made available to the public three full business days prior to the meeting, placing the last
28 possible day to obtain agreement during the 2021 regular Legislative Session at May 19, 2021.

⁵⁷ See NRS 288.505(1)(c)

1 only ever had the authority to issue a recommendation to the Board of Examiners, then to the Legislature,
2 which could be approved, denied, or amended by the Legislature. Furthermore, this limited authority
3 terminated with the conclusion of the Legislative Session.

4 As discussed above, the Legislature explicitly limited the timing of collective bargaining by tying
5 the Executive Department's authority on "items of direct compensation" to the regular legislative session
6 in the biennium being negotiated. The Legislature, in enacting SB 135, retained its "power of the purse"
7 and placed guard rails on "items of direct compensation" that apply exclusively to the Executive
8 Department. Thus, unlike the statutory construction under which local governments arbitrate interest
9 proposals (where the Arbitrator can bind the local government employer to his or her chosen proposal),
10 here, the Executive Branch, the LRU, NPU and the Arbitrator are now bound by the terms of the Pay
11 Bill. By statute, the Arbitrator lacks the authority to bind the State on items of direct compensation, when
12 the benefit has not been approved by the Legislature.

13 During the 2021 Legislative Session, the Legislature again confirmed State's reading that it no
14 longer had the authority to recommend an increase of direct compensation after the conclusion of the
15 Legislative Session. Assembly Committee on Ways and Means Chair Maggie Carlton explained:

16 [A]s we were walked through yesterday all the different categories . . . those individual
17 units have gone ahead and bargained, got their process through the Board of Examiners
18 by the May 25th deadline. Moving forward there are still others in that process they just
didn't make it by the deadline so who knows you all may see some of those next year
when you have the same conversation" when the Legislature convenes again in 2023.⁵⁸

19 If you are in that [bargaining unit] you will receive those dollars . . . if you have not
20 created a bargaining unit and gone to the table and negotiated and got it through the Board
21 of Examiners, then it doesn't exist. We are waiting for Category I Police Officers to finish
their process. We look forward to that happening in the next two years. So I think you
have to encapsulate all of the collective bargaining agreement statutes.⁵⁹

22 Ultimately, the 81st Legislature had the opportunity but did not deviate from the proposed 1%
23 COLA allocation for NPU. As such, we are all bound by the Legislature's decision not to provide NPU
24 additional financial benefits related to direct compensation.

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27 ⁵⁸ Assembly Committee on Ways and Means, May 27, 2021, from 9:49:02 AM to 9:50 AM
(available at <http://sg001-harmony.sliq.net/00324/Harmony/en/PowerBrowser/PowerBrowserV2/20210527/-1/?fk=8860&viewmode=1>).

28 ⁵⁹ *Id.* at 9:53:45 AM to 9:54:15 AM.

1 iii. **The Legislature did not deviate from the 1% proposed pay bill allocation for**
2 **NPU.**

3 Ultimately, direct compensation is a political decision for the Legislature. The Legislature twice
4 declined to give NPU the 3% COLA it requested.

5 On April 8, 2021, NPU submitted public comment to the Senate Committee on Finance and
6 Assembly Committee on Ways and Means, Joint Subcommittee on Public Safety, Natural Resources, and
7 Transportation. NPU took the number the State had calculated for a 3% raise and specifically asked the
8 Legislature to set the amount aside, “we ask that Budget Unit 4713, Decision Unit 5100 for Salaries be
9 increased by \$2,143,643 for an equitable raise in salary for all category 1 peace officers.”⁶⁰ The
10 Legislature declined to incorporate NPU’s requests.

11 Then, on May 26 and 27, 2021, when considering the Governor’s final recommendation to the
12 Legislature via the Pay Bill, the Legislature had the opportunity to deviate from the proposal by giving
13 3% to everybody. The Legislature declined to amend the Pay Bill from its “As Introduced” version,
14 despite opposition from non-represented state employees and some Legislators.⁶¹

15 iv. **The State’s Last Best and Final Offer is reasonable and Should be Accepted**
16 **by the Arbitrator.**

17 For the reasons stated above, the State simply does not have the authority to agree to additional
18 direct compensation that has not been appropriated by the Legislature. The Parties cannot recommend a
19 new amount to the Board of Examiners because any such recommendation would be hollow given that
20 the Legislative Session has concluded. Until the next bargaining session begins prior to the next regular
21

22 ⁶⁰ Wednesday, April 7, 2021, 8:00 A.M., Assembly Committee on Ways and Means and Senate
23 Committee on Finance, Subcommittees on Public Safety, Natural Resources, and Transportation, at
24 <https://www.leg.state.nv.us/App/NELIS/REL/81st2021/Committee/6000104/Meetings>; Nevada Police
25 Union Letter to Committee (Budget 4713 - DPS - Nevada Highway Patrol Division) , retrieved at
26 [https://www.leg.state.nv.us/App/NELIS/REL/81st2021/ExhibitDocument/OpenExhibitDocument?exhi](https://www.leg.state.nv.us/App/NELIS/REL/81st2021/ExhibitDocument/OpenExhibitDocument?exhibitId=51233&fileDownloadName=Nevada_Police_Union_Public_Comment.pdf)
27 [bitId=51233&fileDownloadName=Nevada_Police_Union_Public_Comment.pdf](https://www.leg.state.nv.us/App/NELIS/REL/81st2021/ExhibitDocument/OpenExhibitDocument?exhibitId=51233&fileDownloadName=Nevada_Police_Union_Public_Comment.pdf)

28 ⁶¹ Assemblywoman Titus, Assemblyman Hafen, Assemblyman Roberts, and Assemblywoman
Tolles all voted “no” in the Assembly Committee on Ways and Means, expressing their concerns over
the disparities between the 3% obtained by represented employees who negotiated contracts by May 25,
2021(Units A, E, F, H, I, K), versus those who received 1% because they are either are not included in
bargaining units (unclassified staff, nonclassified staff, or confidential positions involved in bargaining)
or are in bargaining units per NRS 288.515 but have not yet obtained agreements (units B, C, D, G, and
J). See Assembly Committee on Ways and Means, May 27, 2021, from 9:50 AM to 9:50:45 AM (Robin
L. Titus); 9:54:30 (Jill Tolles); 9:48:20 (Gregory T. Hafen); 9:52:00 (Tom Roberts).

1 Legislative Session, NPU will be given the same 1% COLA increase as the vast majority of state
2 employees. Once the Legislative Session concluded, the State and the Arbitrator lost any ability to
3 recommend any additional direct compensation to the employees of bargaining unit G, just as it did for
4 the employees of units B, C, D, and J.

5 Ultimately, the State's Last Best and Final Offer is the only lawful route to proceed with here.
6 The communications between the Parties make clear that the State was offering a highly reasonable 3%
7 COLA increase to NPU, but despite repeated warnings about impending deadlines, NPU failed to reach
8 an agreement with the State prior to the conclusion of the Legislative Session. Since the Legislature is no
9 longer in regular session, NPU can only receive the amount that has been appropriated to it.

10 DATED this 21st day of June, 2021.

11 AARON D. FORD
12 Attorney General

13 By: /s/ Dan P. Nubel

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26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify I am an employee of the Nevada Attorney General's Office, and on this 21st day
3 of June, 2021, I served a copy of the foregoing **STATE OF NEVADA'S "LAST BEST AND FINAL"**
4 **OFFER AND SUPPORTING STATEMENTS** by email a copy thereof to:

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22 Karen Easton
23
24
25
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27
28

EXHIBIT 1

EXHIBIT 1

**Collective Bargaining Agreement Between the State of Nevada and the
Nevada Police Union**

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Preamble

This Agreement is entered into on _____, 2021, between the Nevada Police Union (the “Union”) and the State of Nevada (the “State”). It is the intent and purpose of this Agreement to Ensure 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 herein, pursuant to the provisions of NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

Definitions

Article 1 – Recognition

1.1 – Recognition & Bargaining Unit

1. In accordance with the provisions of NRS 288, the state has recognized and does recognize the Union as the exclusive bargaining representative of all non-supervisory, Category I Peace Officers employed by the State of Nevada (“Unit G”).
2. The Parties recognizes that additional classifications may be established which are assigned to the unit or changes an existing bargaining unit classification.
3. In the event of merger with another Department, separation from the Union’s existing Departments, or any other change in structure of the Department of Public Safety, this Agreement shall accompany the Union and the State shall abide by its terms.

1.2 – Employees

For the purpose of this Agreement, “employee(s)” shall mean all Unit G employees. Any probationary employees shall be deemed “employee(s)” as well.

Article 2 – Strikes and Lockouts

1. The Union will not strike, rather it will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.
2. The State will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Article 3 – Rights of the Union

1. There shall be a full-time Union President who shall be funded by the State as a Unit G employee. The President and/or his/her representatives shall retain his/her right to work overtime.
2. The Union President shall be allocated an additional one thousand (1000) hours paid-time per contract year to accomplish general Union business as defined in this Agreement, not inclusive of paid-time that shall be allocated by the State for the purpose of collective bargaining. The President is permitted at his/her discretion to delegate the use of said time to other Union officers to include Board Members or Representatives. Additional release time may be approved by the Departments on a case-by-case basis.
3. The State shall approve bargaining leave for the purpose of negotiating a Collective Bargaining Agreement in addition to the amount allocated to the Union business.
4. The Union may accept up to one hundred (100) hours of unused vacation or sick leave that may be donated to the Union at the retirement of a Union member. This shall be deducted from sick leave or vacation time; the state will not pay the Union member for at departure as part of forfeited leave. cDonated time shall accrue and may be used at the President's discretion and shall not be deducted from the President's bank of one thousand (1000) hours that are guaranteed by the State per contract year.
5. The Union shall accumulate, in addition to the State's bank of hours guaranteed to the President and those donated by retiring Union Members, one (1) hour of leave from each Union member per quarter of each year.
6. Union leave shall be managed and maintained solely by the Union, subject to periodic and non-intrusive audit.
7. Union leave for Union business shall be approved by immediate supervisors and shall not be denied without good cause, which shall be decided within three (3) days of providing notice to the immediate supervisor and must be based on legitimate and urgent management reasons. This clause shall exclude immediate representation needs for critical incidents, Officer-Involved Shootings, and other investigations with an expedited response time, which Union Representatives shall be allowed to appear at.
8. The Union shall have one (1) bulletin board exclusively designated for Union business that shall be posted in each station in a location that is commonly accessed by employees. Each bulletin board shall not exceed five (5) feet by four (4) feet in area, unless the Departments choose to place a larger bulletin board at the specific station. The Union may post in its discretion material that it deems helpful for Union members. All posted material must bear the identity of the Union. The Union may use State telephones and computers for electronic mail in carrying out the Union duties so long as the activities do not unreasonably interfere with State employment objectives.

9. The Union shall have the right to negotiate any departmental rule, policy, or procedure if it relates to mandatory subjects to bargaining under NRS 288.150. In the event there is a dispute as to whether the rule, policy, or procedure falls within the scope of mandatory bargaining, the State agrees that the dispute will be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.
10. The Union shall have monthly meetings with the Heads of the Departments, if requested by either the Union President or the Departments, for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. Preceding the meeting, the Union President and/or the Heads of the Departments shall provide notice of the topics that shall be for discussion at the meeting and who shall be in attendance.
11. The Union shall receive notice whenever an employee covered by this Agreement is either the subject or witness to an internal investigation, including the delivery of any notice provided to the employee. Notification to the Union shall be made on the same day as the employee is notified.
12. As the only legally recognized representative of Unit G employees, the Union shall be the only permitted legal representative (other than a personal representative of a peace officer who is not a representative of a Union) who is allowed to represent any Unit G employee in any internal investigation or before any State Board, Commission, or any other group referenced in Division of Human Resource Management Memorandum HR #54-20.
13. The State shall abide by and enforce any Local Government Employee-Management Relations Board decision and ruling in which the Union is a prevailing party.
14. The State shall recognize the rights of all peace officers under NRS Chapter 289.
15. 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 will be performed on duty and with use of his/her State vehicle.
16. The Union shall have access to cadets in the academy at a time while they are on-duty to promote membership in the Union twice during their time at the Academy for one (1) hour period each time. Such visits shall be scheduled for a classroom at the Academy and shall not be held during the lunch hour. Up to three (3) Union members may remain at the Academy to further discuss the Union. Only the recognized Union may visit with Cadets.
17. The Union shall be permitted to use State Facilities, so long as the use does not interfere with State activities, for Union business. 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 district commander, provided that the Employer's business always takes priority in scheduling.

18. The Union shall have the ability to negotiate any Management right in Article 5 and submit recommendations that must be considered in good faith by the Departments.

Article 4 – Rights of Employees

1. All employees this Agreement covers shall have all rights provided by State and Federal law. Nothing in this Agreement shall be construed as limiting any existing rights for employees.
2. All employees this Agreement covers shall have the right to view the file and/or evidence preceding an internal investigation, as shall their legal and/or Union representative.
3. Types of enforcement action and decisions vests in the discretion of the officer.

Article 5 – Management Rights

It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the Agency and to command and direct employees in all aspects, except as specified in this Agreement. These authorities and responsibilities include, but are not limited to, the following:

1. To exclusively determine and execute its mission, policies, and all standards of service provided to the public;
2. To plan, direct, schedule, command, and control the service operations furnished by the members of the Employer;
3. To set standards of service, including quantity, so long as it is reasonable and consistent, and quality of work to be performed and the responsibility to maintain the efficiency of operations;
4. To determine the methods, means, and number of personnel needed to carry out the operations and services of the Employer;
5. To command and direct the work force;
6. To hire, commission, train, assign, test, evaluate, and transfer employees within the Agency;
7. To promote, demote, suspend, discipline, or discharge employees for cause pursuant to applicable law and the regulations of the Employer as well as the provisions of this Agreement;

8. To establish, publish, and enforce reasonable rules and regulations, which govern the routine functions of the Employer;
9. To establish and govern reasonable rules and regulations pertaining to on and off-duty employment and conduct if that conduct affects an employee's on-duty performance in, Off-Duty Employment, of this Agreement;
10. To obtain, use, assign, and consolidate facilities as well as all issued equipment;
11. To determine the technology of its work, to include equipment selection and assignment;
12. To determine whether goods and services are made or purchased; however, the Employer will not contract or subcontract work typically and historically accomplished by commissioned employees within the Agency when such actions will cause the elimination of commissioned positions.

Article 7 – Holidays

1. All employees this Agreement covers shall have all holidays protected by State and Federal law. Nothing in this Agreement shall be construed as limiting any existing holidays for employees.
2. Law Enforcement Appreciation Day shall be a recognized holiday for all employees.

Article 8 – Annual Leave

1. All employees this Agreement covers shall have all annual leave protections and benefits provided by existing State and Federal law. Nothing in this Agreement shall be construed as limiting any existing annual leave requirements.
2. A regular full-time employee will be granted vacation benefits as follows:

<u>Years of continuous service</u>	<u>Vacation Earnings Rate Bi-weekly</u>
Less than 5 years	5 hours
5 years but less than 10 years	6 hours
10 years but less than 15 years	7 hours
15 years but less than 20 years	8 hours
20 years or more	9 hours

3. An employee shall be paid at his/her base hourly rate for each hour of annual leave taken. Vacation shall be charged on the basis of one (1) hour for each full-time hour of vacation taken.

4. All employees may cash out accumulated, but unused annual leave in increments of at least twenty (20) hours. The State shall calculate the pay rate for cashing out annual leave based on the pay rate for the most recent pay period.

Article 9 – Sick Leave and Terminal Leave

1. All employees this Agreement covers shall have all existing sick leave protections and benefits provided by State and Federal law. Nothing in this Agreement shall be construed as limiting any existing annual leave requirements.
2. A full-time regular employee shall be entitled to earn sick leave benefits at the rate of four (6) hours per bi-weekly pay period and accumulate without limitation. This rate shall increase each year a member is employed with the State of Nevada at the same rate as annual leave accelerates.
3. Upon retirement or departure from the State, an employee will be compensated for accrued but unused sick leave at a rate of one hundred percent (100%) of the total accumulated hours based on their most recent hourly rate of pay.
4. An employee with a sick leave balance greater than one hundred (100) hours at the end of the calendar year shall receive an incentive payment of twenty-five dollars (\$25) for each bi-weekly pay period wherein the employee did not use sick leave.
5. An employee may use all outstanding leave to fulfill any retirement year requirements.

Article 10 – Discipline

1. All employees this Agreement covers shall have all discipline protections and due process requirements provided by existing State and Federal law. Nothing in this Agreement shall be construed as limiting any existing discipline due process requirements.
2. In addition to the rights provided under NRS Chapter 289, peace officers affected by this Agreement shall be entitled to the following:
 - a. Any investigation must occur within one (1) year of the date the Agency knew or could have known about the allegations underlying the investigation.
 - b. Before the target of an investigation is required to be interviewed by the Agency, the target of the investigation must be given the opportunity to review the investigatory file, as well as his or her representative. If requested by the employee, the file shall be emailed to the employee or his representative.
 - c. The target of an investigation shall be the last individual interviewed in an investigation.

- d. When a notice is given to the target of an investigation indicating that an investigation is beginning, the target of an investigation must be notified as to how many interviews the Agency will proceed with and the date he/she will be interviewed.
 - e. The target of investigation shall be notified immediately that he/she will be the target of an investigation, and the Union shall also be notified.
3. Consideration of discipline.
- a. The State shall not consider discipline levied greater than six (6) years before the levying of any level of discipline.
 - b. If allegations of an investigation are not sustained, the employee is still entitled access to the discipline file.

Article 11 – Union Grievances & Arbitration

- 1. All employees this Agreement covers shall have all grievance protections and due process requirements provided by existing State and Federal law. Nothing in this Agreement shall be construed as limiting existing grievance options for employees.
- 2. A grievance shall be defined in this Agreement as:
 - 1. A dispute regarding the application of a written reprimand.
 - 2. A dispute regarding the application or interpretation of any Agency rule, regulation, policy, or procedure that governs the Agency.
 - 3. A dispute as to the application of any law or regulation.
 - 4. A dispute regarding the application of a disciplinary suspension.
 - 5. A dispute regarding the application of a disciplinary transfer.
 - 6. A dispute regarding the application or interpretation of any and all provisions of the Collective Bargaining Agreement between the Agency and the Union.
 - 7. A dispute regarding the Agency's decision to follow any State Board.
 - 8. A dispute regarding a termination or discipline.
- 3. The State shall only allow the Union to represent an employee at any stage of a grievance.

4. Process: The Union shall have the right to file a grievance under this Article on behalf of an employee or the Union itself.
5. Binding Arbitration: Any grievance pursuant to this Article shall culminate in final and binding arbitration.
 1. To initiate the Arbitration process, the Union shall give notice to the specific Department of its intent to proceed to Arbitration within 30 days of the decision it is submitting to Arbitration.
 2. Preceding the Arbitration, a Union representative and a State representative shall meet and confer over the Arbitration to attempt to resolve the dispute.
 3. The parties may agree to mediate the dispute by using an agreed upon mediator, which shall toll the Union's deadline for noticing the Department of its intent to proceed to Arbitration.
 4. Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator. The selection of the arbitrator shall be made from the list provided by alternately striking names. The party striking first shall be determined by lot.
 5. The State, in good faith, shall make available relevant documents and witnesses the Union deems necessary in anticipation of Arbitration.
 6. 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 his findings of fact, reasoning, and decisions on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement. The arbitration hearing shall be conducted in accordance with the American Arbitration Association Voluntary Arbitration Rules.
 7. The expenses of arbitration, including the arbitrator's fee/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. The parties recognize that assignment of authority to proceed to arbitration to the grievant does not alter recognition of the Union as the employee's representative pursuant to NRS Chapter 288.

8. The State shall provide paid time off for any Union member who appears as a witness at an Arbitration.

Article 12 – Compensation

1. 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.
2. A member is on-duty and entitled compensation when any one of the following occurs: (1) in uniform and in a State vehicle, (2) as soon as member checks in on the radio and is 1041, (3) when the member is subject to policies and procedures, or (4) when the member is at training.
3. Effective the first pay period after July 1, 2021, the salary index shall be increased by two and one-half percent (2.5%).
 - a. Effective upon ratification of this agreement by the parties, a one-time payment in lieu of retroactivity of one thousand two hundred and twenty dollars (\$1,220.00) shall be paid to all officers in this bargaining agreement. This payment shall be made no later than the first paycheck after July 1, 2021.
6. Effective the first full pay period in July 2022, the salary appendix shall increase by two and half percent (2.5%).
7. Employees of Clark and Washoe counties will receive an extra five percent (5.0%) annual pay for cost of living expenses.
8. There shall be a cost of living adjustment based on the cost of living in a specific city in Nevada.
9. All employees covered by this Agreement shall start at the same place on the salary schedule, which shall only serve to increase any employee's salary. All Unit G employees shall spend one (1) year at Grade 36 and then five (5) years at Grade 39, at which point they will top out at that portion of the salary scale.
 - a. There will be a salary schedule acceleration: pay shall be awarded at a rate twice as fast as is currently provided by the State. The State shall top out each position's pay in half the time it currently does, in five (5) years.
10. Longevity pay:
 - a. Employees shall receive a longevity bonus twice a year, in March and November at an amount of one thousand dollars (\$1,000) each, at the completion of year ten

(10), increasing one hundred twenty-five dollars (\$125) for each check, each year thereafter to a maximum payout amount of six thousand dollars (\$6,000). The money shall be paid in a separate paycheck than the paycheck employees receive their wages.

11. Educational incentives:

- a. Any full-time employee who has obtained an Associate's Degree from an accredited college or university shall receive five percent (5.0%) of his/her bi-weekly base hourly rate per pay period
- b. Any full-time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive eight percent (8.0%) of his/her bi-weekly base hourly rate per pay period.
- c. Any full-time employee who has obtained a Nevada Intermediate POST certificate shall receive three percent (3.0%) of his/her bi-weekly base hourly rate per pay period.
- d. Any full-time employee who has obtained a Nevada Advanced POST certificate shall receive four percent (4.0%) of his/her bi-weekly base hourly rate per pay period.
- e. An employee requesting educational incentive pay shall be required to provide proof of the required degree.

12. Other incentive pay:

- a. Language pay: employees who are fluent in a language other than English shall receive an additional three percent (3.0%) of his/her bi-weekly based hourly rate per pay period.
- b. Dangerous duty pay:
 - i. Employees who are engaged in activities beyond normal duties that place the employee in additional potential of death or serious injury, including but not limited to, clandestine grow operations, search and rescue operations, fixed or rotary wing aircraft operations, scuba or skin diving, or explosive handling, shall receive an additional (10%) of his/her bi-weekly based hourly rate per pay period.
- c. Hazardous duty pay:
 - i. Employees who are in the process of doing hazardous duty shall receive an additional five (5.0%) of his/her bi-weekly based hourly rate per pay period.

d. Special training pay:

- i. Employees who receive training in crises intervention and de-escalation shall receive an additional three percent (3.0%) of his/her bi-weekly based hourly rate per pay period.
- ii. Employees who receive training in riot response/crowd control shall receive an additional three percent (3.0%) of his/her bi-weekly based hourly rate per pay period.
- iii. Employees who receive Emergency Medical Technician training shall receive an additional three percent (3.0%) of his/her bi-weekly based hourly rate per pay period. Employees who are Park Rangers must receive Emergency Medical Training.

e. Physical Fitness incentive:

- i. The State shall develop a system for annual determining an employee's level of physical fitness and shall award a badge to employees who meet the State's level of physical fitness. The State's system shall allow for at least twenty-five percent (25%) of employees to receive the badge, and, accompanying this badge shall include an additional three percent (3.0%) of his/her bi-weekly based hourly rate per pay period.

f. Special assignment/complex investigation pay:

- i. Any employee assigned to motor, commercial, government detail, as a field training officer or firearm instructor, fire marshal, complex investigations, to a special task force, as a public information officer, or to K-9 shall receive an additional ten percent (10%) or his/her bi-weekly based hourly rate per pay period.
- ii. K-9 handlers will receive ten (10) hours of paid overtime per pay period for the at-home care, grooming, transportation, and feeding of the dog.

g. Off-duty telephone calls, emails, and/or text messages:

- i. When a member receives telephone calls, emails, and/or text messages during off-duty hours that require work be completed before the start of the member's next scheduled workday, he/she shall receive a minimum of one-half hour pay, or actual time spent, whichever is greater, at an appropriate rate. The member shall report this on his or her time sheet. Multiple calls, emails, or text messages during the same one-half hour period are considered one call.

h. Recruitment bonus:

- i. Any employee who recruits a candidate that successfully completes all required academies shall have twenty (20) hours of personal leave credited to their leave account. If this candidate successfully completes their probationary period, the member shall have an additional twenty (20) hours of personal leave credited to their leave account.

- i. Rural posts:

- i. Any employee posted in a rural part of Nevada—defined as anywhere other than Carson City, Clark County, and Washoe County, shall receive an additional ten percent (10%) bump in their pay.
- ii. Nevada Department of Transportation shall make housing available to employees in rural locations.

13. All special pay and/or callback pay and/or incentive pay and/or bonus pay shall be counted towards PERS and overtime.

Article 13 – Uniform policy and Clothing/Equipment Allowance

The State will pay each employee a clothing/equipment allowance in accordance with paragraphs (1) and (2) below. Said allowance will cover the full cost of original purchase, replacement and continuing maintenance of uniforms, clothing, and equipment during the time of employment with the State.

1. Effective July 1, 2021, the uniform allowance shall be at the rate of eighteen hundred dollars (\$1,800.00) per year and shall be paid in two (2) semi-annual equal installments of nine hundred dollars (\$900) with the final payday in June and December.
2. In the event employees lose or damage equipment, watches, or eyeglasses in performance of duties, the State will reimburse the cost of item(s) lost or damaged up to a maximum of one thousand dollars (\$1,000.00). In order to receive the benefit of this Article, the employee must report any claims prior to, or at the end of the shift on which the incident occurred. Reimbursement shall be limited to those items which would ordinarily and customarily be used in the course of Employment.
3. For employees in the Governor's security detail, they shall receive, in addition to the uniform allowance outlined in Section 1 of this Article, an annual Uniform allowance of one thousand dollars (\$1,000), within one (1) week of their assignment to the detail.
4. Uniform and/or clothing allowance checks shall be paid individually, in checks separate from the employee's standard paycheck.

5. The Departments shall provide secure and free parking for employees who commute to work in their own vehicles.

Article 14 – Reduction in Force

1. In the event of layoffs or a reduction in force, regular employees will be laid off according to seniority within the classifications being reduced, starting with the least senior employee.
2. Employees shall be given the opportunity to transfer in lieu of layoff, to any positions for which he/she is qualified, and more senior than the least senior employee in that class.
3. For purposes of this Article, seniority of regular employees shall commence on the date of hire and include any break in employment with the State not exceeding twelve (12) months.
4. Employees who are temporary or probationary employees are not regular employees and shall not have seniority for purposes of bids or layoff, but shall be assigned as the Department sees fit, and shall be laid off before any regular employee.

Article 15 – Transfers

1. The Union and the State agree there are only three (3) types of transfers – administrative, disciplinary, and voluntary. At no time will employees be coerced or forced to transfer geographic duty stations.
2. Administrative transfers occur as a result of an action to enhance operations, further the Department's mission, or improve efficiency and effectiveness. These types of transfers will be approved at the Chief's level. Administrative transfers do not occur as a result of a single event or incident. A Chief may not transfer an employee unless the employee does not face a financial hardship.
3. When considering employee transfers to specialized units/assignments, the Chief must evaluate each candidate's seniority, education, experience within the specific Agency, and employee performance, as factors.
4. Disciplinary transfer is an option which may occur where it is determined that an employee's conduct or performance warrants that level of discipline. Disciplinary transfers are appealable.
5. Any employee that requests a transfer shall have his or her transfer approved within two (2) years of submission for transfer, or within a reasonable amount of time if there is no undue burden on the State, whichever is sooner.

6. If employees are applying for transfer, the State shall consider the employees level of training, education, experience in the agency, and employee performance.

Article 16 – Hours, Scheduling, and Overtime.

1. All employees working on State or Federal holidays shall receive pay at double the rate of their normal pay.
2. Management shall not be able to change an employee's schedule without an exigent circumstance that was not foreseeable once it has been released. Storms and special events are not considered exigent circumstances, unless the employee agrees to the change. The employee shall not be punished for refusing to change his or her shift.
3. Employee shifts shall be decided by bids for shifts every six (6) months unless the employee wishes otherwise.
4. Employees shall solely have the choice between overtime and comp time and shall not be influenced by management. Flextime scheduling will not be used to avoid overtime and, if a schedule is changed without more than seventy-two (72) hours prior notice, the employee shall receive time and one-half pay.
5. Schedules for employees shall have staffing minimums that are adequate to ensure employees are not overworked and ensure officer safety.
6. Each Agency shall schedule paid training each month to give employees in high liability areas training in, such as, firearms, building searches, riot control, and other similar areas. This must be actual practice, not merely informational training, and shall occur for at least four (4) hours a month with firearms occurring at least six (6) times per year. For employees in designated special assignments, they shall receive additional training, practice, and education.
7. During each full-day, employees shall have thirty (30) minutes of on-duty exercise time.
8. Special assignments personnel shall not be considered part of the normal minimum staffing and may not be used except in case of a genuine emergency. An agencies lack of planning and/or foreseeable events (storms, special events, etc.) shall not be considered emergencies.
9. Employees shall have at a minimum eight (8) hour breaks between shifts.
10. Standby pay:
 - a. If Management wants employees to remain available when off duty to call back, they will be given standby pay. Standby pay shall be at time-and-one-half the

employees normal hourly pay. All employees who are on standby when off duty shall receive pay as out.

- b. Staffing must be appropriate to farm out standby time fairly, which includes at a minimum there is an understanding that the employee will be on standby only as needed and on rotation with other employees unless the employees to otherwise. Employees shall not be on standby for back-to-back weeks.

11. Employees shall continue to receive paid on-duty lunch.

Article 17 – Seniority

1. Seniority shall be the default determining factor in issues including, but not limited to, scheduling, equipment, leave time, mandatory overtime, transfers, and training.
2. Seniority shall be based on total service time in the State system, not time since promotion.
3. State system service that was not in Unit G does not count for seniority.
4. Only employees who have at least seven (7) years of experience may be in the training division.
5. For any transfers between any division, seniority resumes after one (1) year.
6. No member shall be allowed to promote to sergeant unless they have five (5) years seniority.

Article 18 – Duty Gear, Weapons, and Equipment

1. Nothing in this Article shall be construed as limiting any other law or regulation from protecting any employees.
2. Aside from general upkeep and cleaning, the Agency will be responsible for maintenance of firearms and weapons. Any mechanical problems with weapons shall be referred to the Departments' armorer.
3. Any weapon that is damaged or destroyed as a result of a duty related incident will be replaced by the Agency.
4. The Agency will stock a sufficient number of replacement weapons, firearms, and ammunition for use when weapons become unserviceable.
5. The Agency will supply a list of types of firearms and weapons an employee can carry. Each employee has the right to choose any weapon from this list, to carry while on duty.

6. The State shall purchase the safest body armor up to eleven hundred dollars (\$1,100) for its employees. The State must also research different revenue streams and apply for federal grants so that it can best protect its employees.
7. The State must purchase rifle plates for employees.
8. The State must ensure that each Agency exhausts its duty gear and uniform budget allowance every year on equipment and uniform items for employees. This fund cannot be used for other purposes without Union approval. Each Agency must disclose annually to the Union an itemized list of how the uniform and duty gear budget has been spent.
9. Uniforms:
 - a. There shall be Department definitions of Class A, Class B, and Class C uniforms. Cadets shall be issued Class A and Class C uniforms in the Academy.
 - i. For normal everyday use, employees shall be authorized to wear Class B and Class C uniforms.
 - ii. The Union shall be given genuine input in the policy preparation regarding Class A, Class B, and Class C uniforms.
 - iii. Dress coats shall be given to every trooper and every cadet shall receive a dress jacket.
 - iv. Departments shall allow vest carriers on Class C uniforms.
10. Every employee who retires from the State shall receive his or her firearm to keep upon retirement.
11. All new cadets shall receive and use 9mm. Employees preceding this Agreement shall be able to use whatever duty weapon they would like and are grandfathered into this Agreement.
12. All Unit G employees shall receive a pistol, rifle, shotgun, taser, and a straight stick or side handle baton, at a minimum. These provisions shall be substantially similar between departments. No expandable batons for less than lethal force shall be provided.

Article 19 – Education Reimbursement

1. Employees will be reimbursed for educational training courses taken subsequent to approval of the Chief pursuant to the following:

- a. 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.
- b. Only full-time regular employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Chief in accordance with the departmental training program.
- c. No employees will 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.
- d. Employees who pay for their own training shall be given paid leave time.

Article 20 – Contract Overtime

1. All contract work for the State shall be paid overtime.
2. Contract work shall be made available based on seniority.

Article 21 – Labor-Management Committee

A Labor/Management Committee shall meet bi-annually at an agreed upon time and place made up of representatives of the Departments and the Union. The meeting will be set by the President of the Union, or his/her designee, and an appointee by the Governor.

1. The purpose of such meetings may be to:
 1. Discuss the administration of the Agreement.
 2. Notify the Union of any changes or proposed rule contemplated by the Agency that may affect the working conditions of employees represented by the Union.
 3. Disseminate general information of interest to the parties; and
 4. Give the Union representatives the opportunity to share their views and/or make suggestions on subjects of interest to its members.
2. Either party may raise an issue at a Labor/Management Committee meeting and if an issue is raised it will be discussed.
3. To facilitate the meeting and adjustment of work schedules, the Union representatives shall notify their immediate supervisors of the date and time of such meetings and the supervisors shall make the Union representatives available.

4. Union committee members shall not lose pay for the time spent in any meeting authorized by this Article.
5. Any resolutions of the parties at the meetings will be distributed to the Union and Agency members as appropriate.
6. Union representatives shall be permitted to attend these meetings on duty.

Article 22 – Amending Procedure & Evergreen Clause

1. This Agreement shall be negotiated consistent with the requirements under NRS 288.565.
2. This Agreement shall stay in effect until a new Agreement is negotiated.

Article 23 – Special Events

1. At least thirty (30) days preceding a special event, a Department head or his/her designee shall advise the Union President that a Special Event, of previously unanticipated staffing requirements, will occur.
2. Each Department shall award shifts based on seniority, however, an employee requesting time off during Special Events shall be given time off by seniority.
3. When staffing requirements for any special event require the involuntary scheduling or forced hiring of more than forty percent (40%) of officers, who are regularly assigned to patrol teams and special assignments, on their regularly scheduled days off, the Union and the State shall immediately open negotiations for the limited purpose of negotiating overtime pay and benefits for that special event.
4. Any employee scheduled to work Special Events shall receive time-and-a-half pay.

Article 24 – Promotions and Demotions

1. Nothing in this Article is intended to remove any existing protections for promotion and/or demotions for any Employee.
2. The State shall disclose the point system and ranking system it implements for promotions annually and the Union shall have the ability to submit comments that the State has to consider in good faith.

3. The State shall disclose all factors the State considers for demotions processes for supervisors annually and the Union shall have the ability to submit comments that the State has to consider in good faith.
4. The Union shall be notified of all complaints, including the general allegation of the complaint, against any supervisors.
5. When ranking candidates, the State shall only be allowed to place one member in any rank. Ties within ranking will not be allowed.
6. In addition to other requirements under Nevada law and Department policy, promotions to supervisor must take into account performance reviews and complaints filed against supervisor, and experience in the specific Agency
7. No employee may be considered for Sergeant until five (5) years after completing Field Training.
8. Human Resources shall actively monitor the promotion and demotion process.
9. There shall be a committee from an outside agency who conducts the interviews.
10. Hiring authorities shall be required to take a class on federal labor law regarding discrimination.

Article 25 – Union Use of State Buildings and Infrastructure

1. A Union representative and/or his/her designee shall be entitled to employees at briefing sessions on issues relating to the administration of this Agreement.
2. The Union shall have access to Union Buildings for Union Business so long as use of the buildings does not interfere with Management goals and the Union provides notice to a supervisor. Any such meeting held in or on State property shall be without cost to the Union.
3. Once a month, or after a significant event, the Union shall be able to send an email to all employees through the State's database. The State shall not be permitted to filter or edit the Union's message so long as the message does not contain profanities.
4. Use of State buildings includes the actual building and any audio-visual equipment, as well as other property that would not be destroyed by Union use.

Article 26 – Dues Deductions

1. There shall be a fifteen (15) day drop period from May 1 to May 15 of any given year.

2. There shall be dues deductions by the State system.

Article 27 – Line of Duty Death

1. In recognition of the constant exposure to hazardous working conditions facing employees, and the expectation employees place their own safety in jeopardy, the State agrees to pay reimbursed costs up to a maximum of twenty thousand dollars (\$20,000) per death, towards memorial services, funeral services, and internment related expenses for a deceased employee. This benefit is in addition to any benefits provided by the State.
2. In the event of a death of an employee, the designated beneficiary shall receive payment for annual and sick leave accrued at the time of death, at a rate of one hundred percent (100%) of the employees most recent hourly rate.

Article 28 – Moving Allowance

1. All employees shall be given a moving allowance if they are required to move due to relocation or transfer, or upon hiring.

Article 29 – Legislative Committee

1. A Legislative Committee shall meet at least eight (8) months before any regularly scheduled Nevada Legislative Session, or before any emergency sessions called by the Governor, at an agreed upon time and place made up of three (3) representatives of the Departments and the Union. The Meeting will be set by the President of the Union, or his/her designee, and an appointee by the Governor.
2. The purpose of such meetings will be to:
 - a. Discuss potential legislation the Departments will support.
 - b. Discuss Bill Draft Requests the Departments will submit.
 - c. Discuss Legislative objectives the Departments may pursue during the next Legislative session.
3. The Union shall have the right to provide input on any Bill Draft Request that the Departments will submit.

Article 30 – Substance Abuse and Drug Testing

1. Nothing in this Article is intended to remove any protections employees have under existing Nevada or Federal law.

2. The State shall not test any employees for marijuana.
3. The State shall only administer urine tests.
4. Before administering any drug or alcohol testing, the Departments shall give the employee an opportunity to identify him/herself as an abuser of any drug or alcohol. Such self-identification shall be kept confidential. Under these circumstances the employee will not be disciplined but will be subject to mandatory rehabilitation program paid for by the State and/or appropriate health insurance carrier.
5. The State shall not administer any substance abuse or alcohol testing without reasonable suspicion. Being involved in a motor vehicle accident is not reasonable suspicion.

Article 31 – General Provisions

1. If any provision of this Agreement is held invalid by a court, administrative agency, or other adjudicatory body of competent jurisdiction or is rendered invalid by operation of federal or state statute, local ordinance, or other applicable government regulation or rule, such provision shall be treated for all purposes as null and void/continue in effect only to the extent permitted by law, and the remainder of this Agreement shall continue in full force and effect. After receipt of written notice of either party, the parties shall promptly engage in collective bargaining for the limited purpose of negotiating a replacement for the invalid provision.
2. Canons of interpretation:
 - a. This Agreement shall be strictly construed.
 - b. Any conflict with NRS or NAC shall be read to expand the rights of the Union or the employee.
3. Purging:
 - a. This section is not intended to decrease any existing due process protections provided by Nevada or Federal law.
 - b. All disciplinary matters will be removed from the personnel file at the following times and under the following conditions:
 - i. Letter of Instructions shall be removed after an annual evaluation, within 12 months of its issuance.
 - ii. Written reprimand: shall be removed eighteen (18) months after the date the employee signs or is given the opportunity to sign the adjudication or three months after the filing of the statement of the complaint, whichever is earlier.

- iii. Minor suspension (defined as less than three (3) days): shall be removed three (3) years after the date the employee signs or is given the opportunity to sign the adjudication.
- iv. Major suspension (defined as greater than three (3) days): shall be removed five (5) years after the date the employee signs or is given the opportunity to sign the adjudication.
- v. Disciplinary transfer: shall be removed two (2) years after the date the employee signs or is given the opportunity to sign the adjudication.
- vi. In all situations where the investigation is given an extension, the purging date will begin the date the employee signs or is given the notice of investigation.
- c. Purged documents will be removed from the employee file and may not be considered for purposes of discipline, promotions, demotions, or any other adverse employment action.

4. Employee file maintenance:

- a. This section is not intended to decrease any existing due process or other protections provided by Nevada or Federal law.
- b. Each employee shall, during normal business hours, have a right to access his/her personnel file.
- c. No unfavorable comments or documents will be placed in an employee file unless:
 - i. The employee has read and initialed the comment or document; or
 - ii. If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and
 - iii. The employee is allowed to produce a written response that shall be placed in the employee file.
 - iv. Notes in a file shall be removed after an annual evaluation.
- d. Any investigation that results in "exoneration," "unfounded," or "not sustained" dispositions shall not be made part of the employee's personnel file or supervisor's file. Any investigation that results in "exoneration," "unfounded," or "not sustained" shall not be used as basis for a subsequent discipline nor shall it be used as evidence in a subsequent investigation on a different matter.

5. Updating policies:

- a. All updated policies must be specifically noticed to the Union with red-lined changes within 24 hours of their change.
6. All employees who are officers shall be able to issue citations and/or arrest persons outside of the County that they are in.

Article 32 – Body Cameras

1. All regularly assigned uniformed employees shall be required to wear body cameras, while on duty, at all times.
2. No supervisor shall review any body camera footage without either the prior consent of the employee or after the filing of a complaint and opening of an investigation.
3. No supervisor shall log on to body camera footage without probable cause.

Article 33 – Disability on the Job

1. Whenever an employee is injured while on duty with the State of Nevada, and such injury prevents said employee from performing his/her normal full time duties, the employee shall receive full salary for a period up to, but not exceeding, cumulative one hundred (100) working days, not to exceed a period of one (1) year from date of injury or knowledge of illness as indicated in the following provisions of this Article. During this period, the employee shall not forfeit any accrued sick leave. The one (1) year limitation shall be waived in the event of later surgery resulting from the original illness or injury. However, the one hundred (100) working day limitation shall continue to Apply.
2. In the event that an employee's NRS 616 or 617 Workers' Compensation System claim is denied and the denial is appealed, the State agrees to pay full salary while the NRS 616 or 617 Workers' Compensation System appeal is pending at the request of the employee for an appeal period not to exceed one (1) calendar year. If the final determination is adverse to the employee or if the appeal period exceeds one (1) calendar year, the employee must deduct from sick leave and, if sick leave is exhausted, vacation leave to compensate the State for hours paid during the appeal Period. If the employee has neither sufficient sick leave nor vacation leave to compensate for hours paid by the State during pending of claim which shall not exceed one (1) calendar year, the State may advance the employee sick leave to cover the balance of hours.
3. Upon the expiration of the accumulative one hundred (100) working days referenced in (a) above, if the employee is still unable to work, he/she may utilize his/her accumulated sick leave at the rate of one-half (1/2) the amount charged per shift or day, during which period

the employee shall retain the NRS 616 or 617 Workers' Compensation System payment, and the State shall then pay him/her the difference between his/her normal pay and NRS 616 or 617 Workers' Compensation System Payment.

4. Light duty shall not require commuting beyond an employee's regular duty station. Pay and the employee's station on light duty shall remain the same unless the employee chooses otherwise.

Article 34 – Transparency for Incoming Members

1. The Departments shall advise potential cadets the net pay, not just the gross pay, of the position he/she is seeking.
2. The State will not advise new hires that they will take compensation time instead of paid overtime.
3. Management shall not interfere with a new hire's membership with the Union.

Article 35 – Raise

1. All employees shall receive a ten percent (10%) raise that shall be effective July 1, 2021.

Article 36 – Off-Duty employment

1. All employees shall be permitted to seek out and perform off-duty employment so long as it does not conflict with his/her employment with the State.
2. Employees are expressly permitted to work as security guards and to do background research for investigators.

Article 37 – In State Travel

1. Employees are occasionally required to travel within the State as part of their official duties. Travel by air is preferred for administrative purposes. The agency will provide hotel and vehicle accommodations and reimbursement. Travel by vehicle will only be permissible when absolutely necessary. In the event the employee pays for any travel expenses out-of-pocket, the agency will reimburse the employee within a reasonable time frame. All expenses will be reimbursed in accordance with adopted U.S. General Services Administration (GSA) per diem rates.
2. Employees will not be required to stay in academy barracks. Employees traveling to any part of Nevada will stay in hotels.

Exhibit 2

Exhibit 2

RULES TO GOVERN THE NEGOTIATION PROCESS

BETWEEN

THE NEVADA POLICE UNION

(Unit G)

AND

THE STATE OF NEVADA

Recognizing our mutual interest in having a workplace that is both productive and fair, and recognizing that the Union and State have built a relationship in which problems are usually resolved through negotiation, the Nevada Police Union (Union) and the State of Nevada (State) agree to the following Ground Rules for Negotiations. We further commit to employing Interest-Based Bargaining techniques during our collective bargaining agreement negotiations.

We believe an open, honest exchange and the problem-solving techniques this process encourages will benefit both parties for the duration of the talks and beyond.

We agree that Interest-Based Bargaining is a process that believes:

- ❖ We must focus on issues, not personalities;
- ❖ We must focus on interests, not positions;
- ❖ Negotiations can enhance the relationship of union and management;
- ❖ Mutual gain is possible;
- ❖ Decisions are best made by standards;
- ❖ Positive results are more likely through collaboration;
- ❖ Negotiations occur in an environment that respects and values all employees;
- ❖ Respect and trust for all participants is paramount;
- ❖ Cooperation can occur, even though some may disagree on specific issues;
- ❖ Problems identified and solved jointly better serve our employees;
- ❖ Faith in the partnership will lead to a more effective agreement;
- ❖ Evaluation of options with standards and not posturing or power is in both parties' best interest.

For a quick and successful negotiating process, we also agree to follow the following general rules:

A. Authority

1. These negotiating sessions are governed by the current Nevada Revised Statutes (NRS Chapter 288) except where limited by these rules.
2. The undersigned Chief Negotiators are the only individuals who may sign documents in writing on behalf of the State or Union.
3. By the signatures below, both teams mutually stipulate they have the authority to act with regard to negotiation proposals put forth.
4. Good faith bargaining by both parties requires each will earnestly and strongly recommend prompt ratification of the negotiated terms of any complete contract that may be reached as a result of these negotiations. Either party may submit tentative agreements between sessions to the other party for adoption and/or revisions so as to focus the parties' attention at meetings on issues that remain in dispute.
5. Each party understands that all agreements are tentative and subject to the final approval of the Union general membership, the Nevada Legislature, and the Governor of the State.
6. The undersigned do not have the authority to supersede the special rights reserved to the Governor pursuant to NRS 288.510.
7. The undersigned do not have the authority to supersede the appropriation rights reserved to the Legislature pursuant to NRS 288.505 and NRS 288.560.
8. The parties understand the proposed biennial budget remains confidential pursuant to NRS 353.205(3) until it is released to the public by the Budget Division of the Office of Finance.
9. When complete tentative agreement is reached between both parties, it will be prepared in writing, reviewed by both parties and

submitted to the Union general membership for ratification within ten (10) working days. The State negotiation team will be advised, in writing, within two (2) working days thereafter of the results of the Union ratification vote. Ratification meetings shall be scheduled by the Union during off-duty hours.

10. The Chief Negotiator for the State will be presented with the ratified agreement for review and approval as soon as practicable.

B. Composition of the Negotiation Teams

1. The Union and State are represented by the teams of their choice, not to exceed eleven (11) members and designated by the signatures below.
2. Release time for the employee negotiating team representatives shall not exceed 400 total hours. This provision is subject to renegotiation if the parties mutually agree additional sessions are necessary to reach an agreement.
 - a. No employee shall receive overtime pay unless they were prior on "call back/overtime" status.
 - b. Employees shall not be compensated by the State or through union Leave for participating in negotiation meetings outside their regular shift. Exceptions may be made by mutual agreement in cases where employee negotiating team representatives are scheduled to work a graveyard shift the night before a scheduled session. Such situations should be discussed at least one week prior to the scheduled session.
 - c. Both parties understand that this provision is only applicable for the first negotiations and may not be used as evidence of any prior practice. The terms of release time remain subject to the collective bargaining process.
3. Only members of the undersigned negotiating teams are allowed to attend the meetings with the exception that either team may use consultants or subject matter experts, at its own expense, to be on call during any negotiating session. Such consultants and subject

matter experts are not considered a team member for the purposes of subsection (B)(1), above.

C. Meeting Decorum

1. The two Spokespeople will facilitate sessions and will work to keep the process moving and on topic as well as evaluate each teams' adherence to these Ground Rules periodically.
2. Both parties pledge to negotiate in good faith to reach an agreement on those matters subject to bargaining and will agree on a final agreement without unnecessary delay.
3. Be prompt in arriving to the meeting and in returning from breaks.
4. Sessions will start and end on time. Sessions may be postponed upon timely notification by either Spokesperson. Sessions will not be postponed or delayed unnecessarily.
5. We will do our homework when we're not in session so as to maximize our time together.
6. Caucuses will be held as needed. Upon the request of either team, negotiation meetings will be recessed to caucus, but may not to be used to delay the proceedings. The parties will endeavor to limit caucuses to 30 minutes, unless otherwise agreed upon by both parties. Such agreement may be verbal prior to or during the caucus period.
7. We will treat each other with courtesy always, and especially when reacting to other team member's comments. Voices will not be raised and discouraging remarks will not be tolerated.
8. Only one person will speak at a time.
9. Respectfully challenge the idea, not the person. Both parties agree there will be no personalizing of issues and no personal attacks.
10. We will use "time outs" to discourage inappropriate behavior.

11. Upon hearing the other party's proposals, if we disagree, we will offer reasons, suggestions and alternatives.
12. Options will be evaluated using the three-stage factor analysis, which involves asking: Is this option feasible? Is it of benefit in settling the issue? Is it acceptable to all?
13. Both parties will be tolerant of procedural errors and good faith mistakes.
14. Meetings will presumptively be held over zoom and/or a similar telecommunication platform, unless otherwise specified by mutual agreement.

D. Meeting Contents

1. Sessions will generally be held at agreed to times in a location to be mutually agreed upon until the negotiations are completed, and a new contract is ratified, or until impasse may be declared.
2. Each team will submit its non-economic proposals and will reach tentative agreement on those proposals and contract language before discussing economic proposals, per section A.8 above.
3. Each party is responsible for keeping their own notes.
4. Both Parties agree to develop an agenda at the end of a meeting for the next upcoming meeting. Both parties also agree to follow that agenda during subsequent meetings.

E. External Communications

1. Negotiation meetings and any products from those meetings, including electronic messages, documents, and any other verbal, nonverbal or written communications will be closed to the public and to the press.
2. Each party may communicate on its own with its constituents as needed, although not in such a manner as to undermine the process.

The Union shall be able to communicate with its membership its negotiation goals and whether those goals have been discussed.

3. Joint statements will be released as needed and by consensus and will be distributed to appropriate entities as agreed to by the undersigned Chief Negotiators.
4. Questions from outside media will be referred to the Public Information Officer of the Department of Administration for the State, and the Chief Negotiator for the Union.

F. Agreement/Disagreement

1. Commitments, promises, statements, or other verbal, nonverbal, or written communications are not enforceable by one party against another unless they are in writing, dated and signed by the undersigned Chief Negotiators.
2. Each team will be empowered to reach tentative agreements without having to refer each and every proposal back to its executive staff or membership.
3. Said tentative agreements are subject to finalization of contract language and agreement on a total final agreement and ratification by both parties.
4. All tentative and final agreements shall be in writing, dated and signed by the undersigned Chief Negotiators.
5. Both parties will make every effort to ensure provisions of the agreement are clearly and simply stated.
6. Proposals will be submitted in writing. New language will be **bolded** and underlined, and ~~stricken language~~ will be struck through, or by utilizing track changes in legislative format.
7. Proposals will be submitted until a tentative agreement has been reached, or until an impasse is declared by either party.

8. Tentative agreements and the date will be posted on the working contract by each team.
9. Each party agrees that economic agreements are not subject to retroactivity.

G. Mediation/Arbitration

1. We agree to the statutory minimum of six (6) meetings pursuant to NRS 288 for each agreement, even if one agreement is a master agreement that covers several units. The initial ground rules session will not count as one of the meetings.
2. The parties may meet more than six (6) times if they so choose, by mutual agreement in writing by the undersigned Chief Negotiators, to be completed prior to February 1.
3. In the event the parties cannot reach an agreement by February 1, the parties will submit their dispute to mediation as provided in NRS 288.570 and NRS 288.575 before an impasse can be declared by either side.
4. If the mediator is unable to resolve the dispute by February 28, the parties shall submit the dispute to an impartial arbitrator on March 1 pursuant to NRS 288.575 and NRS 288.580.
5. The parties agree they shall not request an impartial arbitrator prior to March 1 and without first completing the mediation process.
6. Both parties agree that fact finding pursuant to NRS 288.205 through 288.215 is not applicable to these negotiations.

H. Ground Rules

1. The foregoing represents the ground rules that will govern the entire negotiation process between the Union and the State for the year 2020-2021. These rules are intended to facilitate the complex process of negotiating a final collective bargaining contract.

2. The provisions within these ground rules may not be used as an expression or evidence of either party's legal positions, rights, or remedies.
3. These Ground Rules may be changed by mutual agreement. Any change or waiver of any ground rule must be made in writing and signed by the undersigned Chief Negotiators to be appended to the original rules document.


Signed this 14th day of January, 2021 for the:

UNION



Alex Velto, Chief Negotiator

STATE OF NEVADA



Frank Richardson, Chief Negotiator

Exhibit 3

Exhibit 3

Overview of State Budget Process and 32nd Special Session Legislation for NPU



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APPENDIX PAGE ONLY



APPENDIX E

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Attorneys for the Nevada Police Union

IN THE MATTER OF ARBITRATION

BETWEEN

NEVADA POLICE UNION,

Movant,

v.

STATE OF NEVADA,

Respondent.

Case Number: 210124-03033

**NEVADA POLICE UNION'S MOTION
TO CONSIDER STATE'S
COMPENSATION OFFER
WITHDRAWN¹**

The State's "final offer" for compensation is appallingly anti-union, directly contradicts the State's obligation to negotiate wages, and intellectually dishonest. The State just agreed to reopen another union's contract to negotiate compensation *on a timeline that can only occur after sine die*. That contract was approved by the Nevada Governor. It was approved by the Attorney General. And it was approved by the Secretary of State. These actions make the State's position at Arbitration particularly troubling. When the State of Nevada adopted state-wide collective bargaining, it "require[ed] the State to recognize and negotiate wages, hours, and other terms and conditions of employment with labor organizations that represent state employees." NRS

¹This Arbitrator requested that the motions to deem offers withdrawn be short and to the point. The Union agreed. But it never expected the State to remove its offer entirely and take the action it did. It never expected that it needed to allocate the resources it needed to defend its right to collectively bargain and prevent the State from make a regressive offer. This briefing is necessary to explain the bad-faith actions of the State and the severity of the State's posture at this Arbitration.

1 288.400(2)(b). This Arbitrator should consider the State's final offer withdrawn and strike it from
2 consideration because it violates NRS 288.150—obligating the State to negotiate salary and
3 wages. It's attempt to recharacterize NRS Chapter 288 in a self-serving manner that completely
4 ignores the plain language of the statute and the legislative intent behind collective bargaining for
5 State employees set forth in the law would lead to absurd results and render multiple portions of
6 the statute meaningless.

7 But this Arbitrator does not need to take the Union's characterization of its collective
8 bargaining rights under the statute at face value. The Union attaches as **Exhibit 1** a Statement
9 prepared by the presenter and sponsor of Senate Bill 135, Senator David Parks. Senate Bill 135
10 would become the portions of statute we are litigating in this Arbitration. The Senator was so
11 appalled by the State's position that he submitted a statement as to legislative intent, explaining
12 that the State's argument at this Arbitration was never contemplated and certainly not intended
13 by the Legislature. He also explains that the State should have reserved funds, and even though
14 it didn't, the Interim Finance Committee can allocate money to fund the Agreement, something
15 he would know because he served on that Committee for many years. This statement from the
16 Senator demonstrates the State representatives are either intentionally acting in bad faith or
17 strategically trying to coerce the Union into yet another last-minute deal. This Arbitrator should
18 put a stop to the State's outrageous conduct, consider the State's final offer withdrawn, and award
19 the Nevada Police Union attorney fees and costs for having to file the brief.

20 **I. Background**

21 The State's posture for this compensation article is to say their hands are tied and that the
22 Union should have known all along. This could not be further from the truth. Saying something
23 more than once doesn't make it true when the claim is diametrically opposed to statute and
24 legislative intent. And even if were true, the State has negotiated poorly throughout this process,
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27

1 taking steps that show it had little intent to reach an agreement while projecting on the Union its
2 lack of preparedness and inability to negotiate in good faith.²

3 From day one, the Union insisted on police reform in Nevada. Its members are the lowest
4 paid law enforcement personnel in the State—by far. This leads to unhappy and poorly trained
5 officers. It also leads to brain drain of State law enforcement as the State wastes valuable
6 resources training officers only to have them then depart for better paying county and city jobs.
7 It's a giant waste of money and keeps Nevadans less safe because its officers are undertrained.

8 The State paid nothing but lip-service to the Union's goals. It never tried to work with
9 the Union to achieve these goals. It stood firm on keeping the State system as close to the status
10 quo prior to negotiating as possible. And at times it blatantly lied during session—claiming,
11 falsely, that union business leave is not offered in the State of Nevada. This Arbitrator knows
12 that union business leave is common and essential for unions. It only got worse. The State used
13 this false claim as leverage to coerce the Union's agreement on non-union friendly clauses. Then
14 the State produced a dishonest data request, which purported to be a summary of all CBA
15 agreements the State was relying on to support their position. After reviewing the Document, it
16 was clear the state produced deceitful data. The Union's attorneys knew this because they read
17 the agreements and represent most law enforcement unions in the State, which made the State's
18 position particularly troubling.³ These events wasted a ton of time.

19 The State's lack of preparedness and unwillingness to genuinely negotiate didn't end
20 there. On May 10, 2021, the State and Union met for negotiations with a mediator. The State
21 delivered a formal offer to the Union that the State would accept the Union's position on body
22 cameras and seniority if the Union would accept the State's offer on compensation. The Union
23 worked with its team for hours. The State and the Union were seemingly close to a deal, until the
24

25 ²The Union will not go through every single bargaining mishap by the State. It only identifies a few by reference, and
26 vehemently the State's characterization of its bargaining tactics it describes in its final offer.

27 ³The Union filed an EMRB complaint about the acts of deception. The State's final offer insinuates the Union
settled because it was incorrect. It settled because a different State attorney realized that Union leave was not
unreasonable and common, and therefore the State agreed to it removing the issue from dispute, wasting a ton of
valuable time in the process.

1 State pulled the offer at the last minute, claiming it had sent the wrong offer, effectively wasting
2 an entire day of negotiations. The State refused to meet with the Union again after this
3 negotiation.

4 The State then tried to extort the Union into accepting the State's offer on compensation
5 in a last-minute fire drill. On May 19, 2021, an attorney for the State, Greg Ott, contacted the
6 Union's attorney to discuss a resolution of the compensation article. The Union explained to Mr.
7 Ott that the Union is not interested in exceeding the amount of money the State offered, instead,
8 it was interested in reallocating the money so that it goes toward better education and longer
9 tenured officers who are more well-trained. The Union delivered an offer to the State for a 2%
10 raise, instead of a 3% raise, seeking pay for education incentives and longevity. The Union
11 explained to Mr. Ott that it had done calculations based on a survey of its members and the offer
12 would fit within the State's budget. The Union even offered to send Mr. Ott the numbers and
13 explanation. However, Mr. Ott declined, saying the State did not need it at that time and that he
14 would deliver the offer.⁴ The State ended up rejecting the offer.

15 What is particularly puzzling about the May 19 date is that it was the first time the State
16 said it needed to have a deal done by sine die or there would be no funding available. Yes, the
17 State had explained the budget process, which the Union knew very well, but there was never a
18 declaration that the State would be withdrawing an offer after sine die. The State's last-minute
19 attempt to extort the Union into its offer was completely unreasonable. The Union flat-out told
20 the State that it agreed with the amount of money available—and requested that the State earmark
21 it—but the State failed to do that. It also failed to consider that a better educated workforce and
22 officers with better training should be prioritized in the State system. Its rationale? The State
23 didn't want to make their job more difficult. It wanted a one-size fits all approach, which is
24

25 ⁴The Union believes Mr. Ott was reasonable and represented the Union's offer fairly to the State, genuinely
26 attempting to reach an agreement. The State's team, however, was less reasonable and not interested in reaching an
27 agreement. The State's lead negotiator, Ms. Barbara Bolender, told the Union's attorney that there was no interest
in anything other than a salary increase because for no reason other the State didn't want to do it or didn't have the
ability to do it—which was false. The State's claim that the Union never provided data is of no fault to the Union, it
offered and explained its offers. The State declined.

1 antithetical to collective bargaining. It was unwilling to change its pay structure for our unit even
2 though the needs of state-wide law enforcement agencies are different than the needs of other
3 employee groups.

4 We are now before this Arbitrator and the State has taken an egregious and unethical
5 position that will only harm its employees. It appears the State's vengeance and unwillingness to
6 care for its employees knows no bounds.

7 **II. Standard of Review**

8 The State and Union agreed to briefing on whether either party's final offers to the
9 Arbitrator should be considered withdrawn. "Any proposal that conflicts with or is otherwise
10 inconsistent with any provision of state law . . . shall be considered withdrawn by the proposing
11 party . . ." NRS 288.575(1).⁵ So, this Arbitrator can strike any of the party's final offers if he
12 determines that they conflict with or are otherwise inconsistent with a provision of state law.

13 **III. Argument**

- 14 a. This Arbitrator should consider the State's final offer on compensation withdrawn
15 because it directly contradicts Nevada law.

16 Nevada law is clear: the Executive Branch must negotiate "salary or wage rates or other
17 forms of direct monetary compensation" with the Union. *See* NRS 288.150(2)(a) (making
18 compensation a mandatory subject of bargaining); *see also* NRS 288.500(2)(a) (obligating the
19 Executive Branch to negotiate the mandatory subjects of bargaining contained in NRS
20 288.150(2)(a)); NRS 288.270(1)(e) (making it a prohibited practice to refuse to bargain over
21 mandatory subjects of bargaining during the "entire bargaining process, including mediation and
22 fact finding") (emphasis added).

23 The State's final offer directly conflicts with state law and is entirely inconsistent with the
24 purpose of Nevada's adoption of state-wide collective bargaining. When the Nevada Legislature
25
26

27 ⁵This portion of statute allows portions NRS Chapter 284 and 287 to conflict with final offers. Those Chapters are irrelevant, as they deal with State personnel and insurance, respectively.

1 adopted state-wide collective bargaining, its legislative findings and declaration included the
2 following:

3 It is therefore within the public interest that the Legislature enact
4 provisions:

5 ...

6 (b) Requiring the State to recognize and negotiate wages, hours and
7 other terms and conditions of employment with labor organizations
8 that represent state employees and to enter into written agreements
9 evidencing the result of collective bargaining;

10 NRS 288.400(2)(b) (emphasis added).

11 The State's "final" unilaterally regressive offer for compensation is a recognized violation
12 of NRS 288.150(2). "Unilateral changes by an employer during the course of a collective
13 bargaining relationship concerning matters which are mandatory subjects of bargaining are
14 regarded as "per se" refusals to bargain." *Las Vegas Police Protective Association Metro, Inc.,*
15 *vs. City of Las Vegas, Nevada*, Nevada Employee Management Relations Board, Case No. A1-
16 045461 (8/15/90). Further, "any attempt to unilaterally implement changes prior to the exhaustion
17 of procedures promulgated under the public bargaining statute constitutes a prohibited practice."
18 *Id.* (quoting *WASCP County v. AFSCME*, 46 Or. App. 859, 613 P.2d 1067 (1980)).

19 Neither can the State's final offer make changes that were not proposed during bargaining
20 before impasse. The Arbitration process requires that the parties "submit *their* dispute" to an
21 arbitrator for "a final and binding decision." NRS 288.410. The State has chosen not to submit
22 the parties dispute to Arbitration. Instead, it has chosen to remove any compensation offer as its
23 final offer, which is a recognized bad faith action. *See N.L.R.B. v. Crompton-Highland Mills*, 337
24 U.S. 217, 225 (1949) (holding that an NLRB order requiring an employer to cease and desist its
25 unilateral change in proposal after impasse because its position was "substantially different from,
26 or greater than, any which the employer has proposed during its negotiations with such
27 representative.").

 The executive branched its obligation to negotiate the mandatory subjects of bargaining
outlined in NRS 288.150. *See* NRS 288.500(2). The statutory scheme only excludes a few topics
from mandatory bargaining. *See* NRS 288.500(3)(expressly excluding lay off decisions, staffing

1 and work performance standards, content of the workday, and quality of service offered to the
2 public). Every other topic of mandatory bargaining must be negotiated. *See Id.* As such, this
3 Arbitrator should deem the State's offer withdrawn because it directly violates statute.

4 b. The State's claim that collective bargaining for compensation must cease by sine
5 die is not supported by Statute.

6 The State's defense for its regressive bargaining is that it can no longer negotiate budget
7 items after sine die. No portion of statute says this. When examining a statute, the reader "should
8 ascribe plain meaning to its words, unless plain meaning was not clearly intended." *In re*
9 *Contrevo*, 123 Nev. 20, 22-23, 153 P.3d 652, 653 (2007). However, "if a statute is subject to
10 more than one reasonable interpretation, then it is ambiguous, and the plain meaning rule does
11 not apply." *Id.* Furthermore, statutory interpretation must "not render any part of the statute
12 meaningless," or "produce absurd or unreasonable results." *Orion Portfolio Servs. 2, LLC v. Cty.*
13 *of Clark ex rel. Univ. Med. Ctr. of S. Nev.*, 126 Nev. 397, 403, 245 P.3d 527, 531 (2010).

14 If the Legislature intended sine die to be the cut-off date for collective bargaining for
15 compensation, it would have made that clear in statute. It did the opposite. It gave the parties the
16 ability to proceed to Arbitration past the date in statute at their discretion. *See* NRS 288.575(3)
17 (allowing the parties to "begin arbitration proceedings on or before March 1 *or any later date set*
18 *by agreement of the parties*"). Likewise, an Arbitrator has discretion to release a decision after
19 sine die. *See* NRS 288.575(6)(allowing an Arbitrator to "render a decision on or before March 5
20 *or any later date set by agreement of the parties*"). There is also no language that requires the
21 parties to submit their agreement to the Board of Examiners before a statutory deadline. In fact,
22 the Board of Examiners regularly meets year-round. The statute is not ambiguous. There is no
23 statutory deadline to negotiate compensation. The State's attempt to create ambiguity based on
24 inaccurate legislative intent is an incorrect way to read statutes. *See Milner v. Department of the*
25 *Navy*, 562 U.S. 562, 574 (2011) ("But the more fundamental point is what we said before:
26 Legislative history, for those who take it into account, is meant to clear up ambiguity, not create
27 it.").

1 c. The Statutory Scheme is plain on its face—it allows Unions to negotiate after sine
2 die.

3 The Union is negotiating with the Executive Branch, not the State. The Legislature retains
4 approval to fund the agreement. Essentially, the parties can reach an agreement that never gets
5 funded by the Legislature. That is a legislative choice preserved by statute. But it cannot be a
6 basis for refusing to negotiate or withdrawing an offer. To read the statute otherwise would allow
7 the executive branch to usurp a legislative function to negotiate in bad faith. The ability for the
8 Union and the Executive Branch to reach an agreement regardless of potential Legislative action
9 is further supported by NRS 288.560(2)(b). It contemplates a scenario where the Union and
10 Executive Branch reached an agreement, but the Legislature is unable to fund the Agreement. *Id.*
11 (“The provision becomes effective, if at all, on the date when the act of the Legislature becomes
12 effective.”). Accordingly, we can have an Agreement that is not effective and requires legislative
13 approval, which is precisely the issue before the Arbitrator. It is “final and binding upon the
14 parties,” NRS 288.580(4), but is not binding upon the Legislature.

15 The State’s argument is a red herring. It assumes that the State can only make it an offer
16 that the Legislature will approve. The statutory scheme says the opposite: the Agreement between
17 the Union and the Executive branch does not bind the Legislature, which is why the likelihood of
18 the Legislature funding the Agreement is irrelevant. NRS 288.505(c) expressly requires a non-
19 appropriation clause in the contract that forces the parties to agree that funding the agreement is
20 subject to Legislative approval. The statute further makes a distinction between the Agreement
21 reached between the executive branch and the Union and the effectiveness of that Agreement.
22 *See Id.* (“Each collective bargaining agreement . . . must include . . . a no appropriation clause
23 that provides that any provision of the collective bargaining agreement which requires the
24 Legislature to appropriate money is effective only to the extent of the legislative appropriation.”).

25 The State will likely point to NRS 288.510 in support of its position. It does not support
26 its position. NRS 288.510 allows the Governor to include any amount of money in his proposed
27 budget he deems appropriate. However, this section has two exceptions. First, the Governor’s

1 inclusion of that amount of money is “notwithstanding” a collective bargaining agreement. If
2 there is an agreement, the Governor is bound by it. But more importantly, it is irrelevant to the
3 effect of negotiations. This portion of statute intends to allow the Governor to submit his
4 proposed budget during session. The State took the position during negotiations that it was unable
5 to negotiate compensation until the Governor released his budget. This makes sense and explains
6 NRS 288.510. The Governor’s “biennial proposed executive budget” can contain any amount of
7 money. However, negotiations can alter the budget later, which is the only time the Union can
8 negotiate compensation or budget related items.⁶

9 Finally, if the Legislature intended there to be a sine-die timeline to conclude negotiations
10 it would have said so in statute. Statutory deadlines are found throughout the Nevada Revised
11 Statutes, especially in the portion of state-wide collective bargaining. For instance, A union must
12 notify the State of its “desire to negotiate on or before November 1 of each even-numbered year.”
13 NRS 288.560(2). “Had the legislature intended [a restriction], it would have specifically so
14 provided by language to that effect.” *Clark County Sports Enter. Inc. v. City of Las Vegas*, 96
15 Nev. 167, 174, 606 P.2d 171 (1980). The Legislature did not intend to have a hard cut-off for
16 negotiating compensation after sine die. This Arbitrator can look further to the statement of the
17 Bill’s presenter and sponsor, Senator David Parks:

18 As a primary sponsor of Senate Bill 135, there was no intent for
19 legislative sine die to serve as a deadline for the conclusion of
20 negotiations between bargaining units and the Governor’s
21 representative for negotiations. In fact, while there are specific
22 timelines to commence the negotiation process, there is no specific
23 deadline for the finalization of negotiations.

24 As an individual with local government labor negotiations
25 experience, I have had first-hand public-sector experience
26 negotiating collective bargaining contracts. Those negotiations
27 seldom conclude on a predetermined schedule. Consequently, no
specific deadline was placed in Senate Bill 135 for the termination
or conclusion of labor negotiations.

26 ⁶The State took the position during negotiations that it could not negotiate compensation until after the Governor
27 released his budget. This is exactly why NRS 288.510 exists. The Governor can put any amount in his budget and
it’s not bad faith. But, he can also amend it later because the State will not negotiate budget items until after the
Governor releases the budget.

1 *See Attached as Exhibit 1.*

2 d. The State's reading of the Statute would lead to absurd results.

3 Statutory interpretation should not render any part of a statute meaningless or superfluous,
4 and the interpretation should not produce absurd or unreasonable results. *S. Nev. Homebuilders*
5 *Ass'n v. Clark Cty.*, 121 Nev. 446, 449, 117 P.3d 171, 173 (Nev. 2005). In addition, a statute
6 must be construed as a whole in the light of its purpose. *Id.* (citing *Washington v. State*, 117 Nev.
7 735, 739, 30 P.3d 1134, 1136 (2001)).

8 If the State's understanding of the Statute were correct, it would result in a collective
9 bargaining process that allows an anti-union Executive Branch to merely wait a Union out. The
10 EMRB does not have the remedy available for it to force a party to accept an agreement. *See*
11 *NRS 288.1190* (limiting the remedy's available to the EMRB). As such, even if it determined a
12 party acted in bad faith, that party could prevail after sine die because there is no longer funding
13 available.

14 Further, the State's argument is, effectively, "Union, you should have known about this
15 and taken our offer." That is the antithesis of collective bargaining. The Stated initiated a last
16 second fire drill and proceeded to reject a reasonable Union offer. It then refused to request the
17 Legislature preserve the amount of money available to the Union in its final offer. This was
18 clearly in bad faith. But it also exhibits the absurdity of the State's position.

19 e. The statutory scheme should be construed liberally because it protects employees
20 right to collectively bargain with the State.

21 "[S]tatutes with a protective purpose should be liberally construed in order to effectuate
22 the benefits intended to be obtained." *Cote H. v. Eighth Judicial Dist. Court*, 124 Nev. 36, 40,
23 175 P.3d 906, 908 (2008) (internal quotation marks omitted). NRS Chapter 288 is expressly a
24 protective statute. It aims to "protect the rights of employees, the Executive Department and the
25 people of the State" by "[r]equiring the State to recognize and negotiate wages, hours and other
26 terms and conditions of employment with labor organizations that represent state employees."
27

1 NRS 288.400(2)(b)-(c) (identifying the Legislatures “findings and declarations” in adopting SB
2 135).

3 Here, it would be contrary to the protective purpose of state-wide collective bargaining to
4 allow the Executive branch to merely wait-out a union and foreclose bargaining for compensation
5 until after sine die. It would also be counter to a protective statute to infer a non-stated statutory
6 deadline for to receive that protection. The Union has complied with the statutory requirements
7 of NRS Chapter 288. The State shouldn’t be permitted to renege on its compensation article offer
8 unless it were clearly stated in NRS Chapter 288.

9 f. The State’s argument is intellectually dishonest—it agreed to compensation
10 negotiations after Sine Die with another Union.

11 The State’s argument that there is no way to negotiate compensation after the end of
12 session is intellectually dishonest. The State negotiated a reopening provision with AFSCME in
13 their agreement, which was not ratified until a few days before Sine Die. The language is:

14 If the May 2021 meeting of the Economic Forum, pursuant to NRS
15 353.230 projects additional State revenues, the parties agree to a
16 limited reopener with the express purpose of negotiating a cost-of-
17 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 procedures outlined in NRS 288.474 to resolve this.

18 2021-2023, Negotiated Agreement Between State of Nevada and AFSCME, Article X –
19 compensation

20 Not only did the State attorneys agree to this clause, *but the Executive branch did as well.*
21 NRS 288.555 requires that a collective bargaining agreement be approved by the State Board of
22 Examiners. This Board consists of the Governor of Nevada, the Attorney General, and the
23 Secretary of State. On May 25, 2021, this Board approved AFSCME’s collective agreement with
24 the State that included a reopener provision. The reopening clause provides for two negotiation
25 sessions and then arbitration. It would be impossible to complete these actions until after the
26 Legislative session. The State’s position at Arbitration—that it cannot fund an agreement after
27 session—is not compatible with the terms of the Agreement it just entered with AFSCME.

1 g. The State's claim that there is no way to fund the Agreement is also incorrect is
2 irrelevant because the Union is negotiating with the State. But, it is also incorrect.

3 i. *The Agreement could be funded by the Interim Finance Committee.*

4 The Legislature can fund the contract through the Legislature's Interim Finance
5 Committee. The Interim Finance Committee can provide funds for State agencies when the
6 Legislature is in session and can "modify legislatively-approved budgets." See
7 <https://budget.nv.gov/Interim-Finance-Committee/> . This is precisely how the Legislature
8 intended to fund the contract if it didn't reach an agreement before the end of session. Senator
9 David Parks, the sponsor and presenter of Senate Bill 135 explained in his sworn statement:

10 When the Legislature is not in session, ongoing finance and
11 budgetary issues are handled by the Interim Finance Committee of
12 the Legislature. The Interim Finance Committee (composed of
13 members of the Assembly Ways & Means Committee and Senate
14 Finance Committee) administers a contingency fund for
15 unanticipated expenditures, approves and allocates gifts and grants
received between legislative sessions, and reviews state agency
requests. This is precisely the process designed to address the
current issues facing the Nevada Police Union in its negotiation with
the Governor's representatives for negotiations.

16 *See Attached as Exhibit 1.*

17 Further, NRS 288.560 was not intended to preclude the governor from using a means
18 outside of the biennial legislature to get funded. It merely requires legislative approval but was
19 not intended to limit how the Governor seeks out legislative approval. A co-presenter of the bill,
20 Steven Kreisberg (director of research and collective bargaining services for the American federal
21 of state, county, and municipal employees) explained:

22 Section 37 reiterates that if a collective bargaining agreement
23 provision needs legislative approval, the Governor requests that
approval and the agreement would be effective only to the extent
that the Legislature approves necessary funding.

24 Likewise, the purpose of the limiting language in NRS 218D.175 was not to obligate the
25 Governor to use a session bill solely to fund a collective bargaining agreement; it was to remove
26 a law that prevented him from introducing a budget amendment after the February deadline.

27 Section 49.5, Exhibit P, allows the Governor to submit budget bills
related to the funding of the collective bargaining agreement after

1 the February deadline outlined in NRS 218D.175. This provision is
2 necessary because proposed collective bargaining agreements may
3 not be finalized prior to the February deadline, especially if the
4 parties reach impasse and need to go to arbitration.

5 Mr. Michael Brown, on behalf of Governor Sisolak, explained at a May 29, 2019, Senate
6 Committee on Finance meeting. Simply, NRS 218D.175 removes a prior prohibition; it does not
7 obligate or limit the way the Executive branch may negotiate with a union.

8 *ii. The Legislature could fund the Agreement first thing next Legislative*
9 *Session.*

10 NRS 288.560(2)(a) allows the Governor request bill drafting language to effectuate the
11 agreement. That portion of Statute directs a reader to look to NRS 218D.175(2), which was added
12 because of SB 135. It reads as follows:

13 2. The Governor or the Governor's designated representative may
14 request at any time before or during a regular session, without
15 limitation, the drafting of as many legislative measures as are
16 necessary to carry out the provisions of NRS 288.400 to 288.630,
17 inclusive.

18 There is no legislative history on this portion of SB 135. But it is housed within a section
19 of Statute that outlines the bill allotments for various executive officers. The Union thinks it is
20 intended to remove a statutory preclusion on the Governor introducing a bill after 110 days into
21 the legislative session—the date which all bill drafts are due. It is not intended to require the
22 Governor to introduce a bill in this mechanism.

23 But even if it were, the language clearly gives the Governor the ability to request a bill at
24 any time “before or during a regular session.” Therefore, the Governor can fund the agreement
25 first thing during the next legislative session. This reading is consistent with other portions of
26 appropriations that deal with inter-session contracts. NRS 353.085 specifically outlines the
27 State's procedure for “payment of contract claims when no legislative appropriation has been
made.” It requires that the opinion of the Board of Examiners that a contract is valid—such as
the process outlined in NRS 288.555— “shall be transmitted to the Legislature on the first day of
its next legislative session.” NRS 353.085(2). This Arbitrator should read both portions of Statute

1 in harmony, and the Union has presented the only way to do so. *See State, Div. of Ins. V. State*
2 *Farm Mut. Auto. Ins. Co.*, 996 P.2d 482, 486 (2000).

3 *iii. The Governor can call a special session to fund the agreement.*

4 At worst, the Nevada Governor could call a special session “on extraordinary occasion”
5 to convene the legislature.⁷ Nev. Const. Article 5, Section 9. The State’s need to appropriate
6 money outside of a legislative session is a recognized “extraordinary occasion.” There are
7 multiple instances where a special session was called to appropriate money for schools, make
8 salary adjustments for state employees, and fund a football stadium.⁸ A special session has even
9 been called to address “contentions between labor unions and mine operators.”

10 Further, these special sessions supersede statutory obligations that actions occur during
11 session. NRS 218.175(3) requires the Governor to request a budget amendment before the 19th
12 day of the Legislative Session. But that doesn’t preclude the Governor from calling a special
13 session to address budget issues and amend the budget. Nevada has had special sessions to
14 address the budget at least five times. All of these would have been inconsistent with NRS
15 218.175(3)’s obligation that the Governor request a budget amendment during session, which
16 goes to show that is not how Chapter 218 is supposed to operate.

17 *h. Legislative history does not support the State’s position.*

18 In statutory construction various aids to determine legislative intent have been utilized by
19 courts since “it is a cardinal rule that statutes should be given a reasonable interpretation and in
20 accordance with the apparent purpose and intention of the law makers.” *County of Alameda v.*
21 *Kuchel*, 32 Cal.2d 193, 199, 195 P.2d 17, 20 (1948). In so doing, the court is entitled to consider
22 the affidavits of the author of the subject legislation. *Campbell v. Board of Dental Examiners*, 53
23 Cal.App.3d 283, 125 Cal.Rptr. 694 (1975); *see also Chapman v. Federal Power Comm’n*, 345
24 U.S. 153, 73 S.Ct. 609, 97 L.Ed. 918 (1953). Therefore, this Arbitrator should look first and
25 foremost to the declaration of Senator David Parks, which is attached as Exhibit 1.

26 _____
27 ⁷The State’s lead negotiator, Ms. Barbara Bolender, even mentioned a special session as an to the Union’s attorney during a phone call.

⁸<https://www.leg.state.nv.us/Division/Research/Documents/NevadaSpecialSessions.pdf>

1 In essence, the Legislature never intended to force State employees to beg for working
2 conditions by requiring the State to negotiate. The State did precisely the opposite, while
3 attempting to coerce the Union into negotiating at the last minute when the Union's offer was
4 entirely consistent with the goals of the State. Then, after the Union said no, the State retaliated
5 against it. This is inconsistent with the purpose of the law, Senator David Parks, the Bill's
6 sponsor, explained the purpose of the Bill at its first reading:

7 This bill has been a long time coming. State workers are drastically
8 underpaid compared to similar states as well as when compared to
9 city and county employees in Nevada. The reason for this disparity
10 is that they have no authority to either bargain or negotiate.
11 Currently, State employees must beg collectively for changes in
12 their working conditions or compensation.

13 Passage of S.B. 135 will be a major step forward not only for State
14 employees but also for the State of Nevada as a whole. It will go a
15 long way toward addressing the problems the State has with
16 turnover due to the fact that employees leave State employment after
17 the State has invested in hiring and training them.

18 Collective bargaining will also establish a collaborative relationship
19 between employees and management, which is designed to build
20 trust and cooperation by focusing on common interests, with both
21 parties together engaging in creative means to address these
22 common interests.

23 Senate Committee on Government Affairs, first reading, April 4, 2019.

24 Further, the State's insistence that it will only provide a salary increase—and refusal to
25 negotiate with the Union when it sought a different way to divide the available money—is the
26 opposite of what was intended. A co-presenter of the bill, Steven Kreisberg, explained that the
27 bill was intended to remove the paternalistic approach to working conditions. The State did not
budget on its strategy to compensation, even though the Union—understanding what their
employees want—requested it.

By adopting such a bill, you are expressing trust in your workforce
to make correct decisions for themselves and to exercise the rights
they believe they should exercise as opposed to policy makers
exercising those rights for them.

Senate Committee on Government Affairs, first reading, April 4, 2019.

1 1. This Arbitrator should not give weight to the State's
2 mischaracterization of Assemblywoman Carleton's recent testimony.

3 Assembly Woman Carleton testimony after the fact, as a non-sponsor, does not speak to
4 the intent of the Bill. *Friends of Mammoth v. Board of Supervisors*, 8 Cal.3d 247, 258, 104
5 Cal.Rptr. 761, 502 P.2d 1049 (1972) (determining that the testimony of an individual legislator
6 was not persuasive in capturing legislative intent). The State has mischaracterized her testimony.
7 The Union urges the Arbitrator to listen to the testimony. It is clear the Assemblywoman is talking
8 about free loaders who are not in collective bargaining agreements and is making a statement in
9 passing about funding. It was not intended to describe or opine on the potential for funding an
10 agreement with the Union or whether the Executive Branch could negotiate compensation after
11 sine die.

12 **IV. Conclusion**

13 This Arbitrator's ruling on the statutory scheme and the State's obligation to negotiate
14 after *sine die* will affect bargaining in Nevada for years to come. This is the first time an impartial
15 neutral will have the opportunity to analyze the Statute. The State's position is antithetical to
16 collective bargaining, not required by statute, counter to legislative intent, and leads to a worse
17 collective bargaining process. The Union prays the Arbitrator ensures the State's anti-union
18 position does not become the governing law going forward in Nevada.

19 Dated this 2nd day of July 2021.

HUTCHISON & STEFFEN,

20 PLLC

21 By: /s/ Alex R. Velto
22 Devon T. Reese, Esq. (SBN# 7496)
23 Alex R. Velto, Esq. (SBN# 14961)
24 500 Damonte Ranch Parkway, Suite 980
25 Reno, Nevada 89521
26 Attorneys for NPU
27

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law firm of HUTCHISON
3 & STEFFEN, LLC and that on the 2nd day of July, 2021, I caused service a true and correct copy
4 of the **NEVADA POLICE UNION'S MOTION TO CONSIDER STATE'S**
5 **COMPENSATION OFFER WITHDRAWN** by electronic mail to the following:

6 Tori N. Sundheim, Esq.
7 Dan P. Nubel, Esq.
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20
21
22
23
24
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27

EXHIBIT 1

EXHIBIT 1

Senate Bill 135 (2019)
Legislative History Expert Opinion
Sponsor Senator David Parks

- 1) The Nevada Police Union believes that Senate Bill 135 was not intended to require an agreement be reached before the end of session. The Nevada Police Union believes this reading of the law would allow a Governor to merely wait the union out until the end of session to avoid negotiating with a union about issues that require a financial expenditure. The State's attorneys have argued that the Nevada Police Union's failure to reach an agreement on the compensation article before the end of session now precludes the State from offering any form of compensation increase and that the State is no longer able to negotiate compensation. In sponsoring and introducing Senate Bill 135, did you intend for sine die to cut off opportunities for unions to negotiate compensation or financial expenditures? Please provide as much detail and insight as you feel appropriate:

As a primary sponsor of Senate Bill 135, there was no intent for legislative sine die to serve as a deadline for the conclusion of negotiations between bargaining units and the Governor's representative for negotiations. In fact, while there are specific timelines to commence the negotiation process, there is no specified deadline for the finalization of negotiations.

As an individual with local government labor negotiations experience, I have had first-hand public-sector experience negotiating collective bargaining contracts. Those negotiations seldom conclude on a predetermined schedule. Consequently, no specific deadline was placed in Senate Bill 135 for the termination or conclusion of labor negotiations.

- 2) The State last offer before the end of the Legislative session was for a 3% cost of living increase. The Union requested that the State preserve the amount of money equal to the 3% cost of living increase so that the Union could continue to negotiate how that money would be spent and allow the Arbitrator to determine who's offer was more reasonable. The State has now taken the position that it was unable to preserve the money, and that it was not required, to preserve the money for negotiations after the end of the Legislative session. Is this consistent with your understanding of Senate Bill 135? Please provide as much detail and insight as you feel appropriate:

The Executive Branch of the State of Nevada has authority to request appropriations from the Legislature to fund State programs and services. The Legislative Branch has authority to allocate funds for all State programs and services.

I was a member of the Nevada Legislature for 24 years (1996 - 2020) as well as a member of the two budget committees (Assembly Ways & Means and Senate Finance). It is not uncommon for these two committees to approve and close budgets with contingent appropriations that are tentative and require final approval once negotiations have concluded. The established budget closing process for such situations requires the Legislature to approve the allocation with a "Letter of Intent" which requires the affected agency to seek final approval prior to incurring any expenditure.

When the Legislature is not in session, ongoing finance and budgetary issues are handled by the Interim Finance Committee of the Legislature. The Interim Finance Committee (composed of

Senate Bill 135 (2019)
Legislative History Expert Opinion
Sponsor Senator David Parks

members of the Assembly Ways & Means Committee and Senate Finance Committee) administers a contingency fund for unanticipated expenditures, approves and allocates gifts and grants received between legislative sessions, and reviews state agency requests. This is precisely the process designed to address the current issues facing the Nevada Police Union in its negotiation with the Governor's representative for negotiations.

I attest to the truthfulness of the foregoing to the best of my knowledge and recollection,

A handwritten signature in cursive script, reading "David Parks", written over a horizontal line.

David Parks
Former Senator

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APPENDIX PAGE ONLY



APPENDIX F

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

**STATE OF NEVADA'S MOTION TO DEEM
NPU'S PROPOSALS WITHDRAWN
PURSUANT TO NRS 288.575(1)**

8
9 This Motion to Deem NPU's Proposals Withdrawn Pursuant to Section 288.575(1) of the Nevada
10 Revised Statutes ("NRS") is filed herein consistent with Scheduling Order II(A).

11 **I. SUMMARY OF ARGUMENT**

12 Under NRS 288.575, any proposal that conflicts or is otherwise inconsistent with any provision
13 of state law (other than NRS 284 and 287) must be considered withdrawn from the arbitration process.
14 NPU's Last Best and Final Offer submitted proposals on three subjects: (1) Body Cameras; (2) Seniority;
15 and (3) Compensation. For reasons that will be detailed herein, all three of NPU's offers are inconsistent
16 with various statutes and therefore must be deemed withdrawn.

17 NPU's proposal on body cameras must be withdrawn because it hinders law enforcement
18 agencies' duty to enforce body camera rules under NRS 289.830 and violates Nevada's Public Record
19 Law. NRS 289.830(1)(f) requires that law enforcement agencies establish disciplinary rules for peace
20 officers who fail to operate body cameras in accordance with any departmental policies. Without the
21 ability to audit body camera footage for the purpose of identifying any potential violations, law
22 enforcement agencies would not be able to comply with their lawful duty under this statute. Further,
23 NPU's proposal is inconsistent with Nevada's Public Record Law. NRS 289.830(2) plainly states that
24 "any record made by a portable event recording device pursuant to this section is a public record." A
25 person's ability to view body camera footage is already made clear in NRS 289.830 and Nevada's Public
26 Record Law (codified in chapter 239 of NRS), and cannot be abrogated by a collective bargaining
27 agreement. NPU's proposal seeks to unlawfully infringe on a person's ability to view body camera
28 footage by placing a new restriction that supervisors must initiate a formal investigation and notice

1 process when viewing body camera footage for the purpose of seeking policy violations. This far exceeds
2 the notice requirement currently found in NRS 289.060, which only requires notice before an
3 interrogation or hearing is held relating to potential officer misconduct. Thus, NPU's proposal represents
4 an unreasonable restriction on a person's access to public records and therefore violates Nevada's Public
5 Record Law.

6 Additionally, NPU's proposals on body cameras and seniority are unlawful because they infringe
7 on the State's management rights. NRS 288.150(3) identifies subjects which are not within the scope of
8 mandatory bargaining and must be reserved to the State without negotiation.¹ In the employment law
9 context, these are termed "management rights." Under that statute, the State cannot be required to
10 negotiate regarding the content of an employee's workday, the quality and quantity of services being
11 offered to the public, the means and methods of offering those services, and the safety of the public.
12 NPU's proposals on body cameras and seniority directly implicate these fundamental management rights.
13 On body cameras, NPU seeks to limit the State's ability to freely monitor body camera footage. Under
14 NPU's proposal, a supervisor would not be permitted to watch body camera footage for the purpose of
15 ensuring compliance with the law and department policy without starting a formal investigation and
16 providing notice under NRS 289.057.² This directly impedes the State's inherent management rights of
17 determining the quality of services being offered to the public and ensuring the safety of the public.
18 NPU's proposal on seniority is similarly unlawful. By requiring the State to use seniority as a tie-breaker
19 in issues like equipment, scheduling, mandatory overtime and leave, NPU is interfering with the
20 management rights reserved to the state under NRS 288.150. On officer equipment, an issue that directly
21 implicates the safety of the public (and the officer), the State is entitled to make its decisions without
22 limitation by a collective bargaining agreement. The tenure of an officer cannot play any role in this

25 ¹ Though generally the provisions of NRS 288.150 apply to local governments, NRS 288.500(3)
26 applies to the State Government's management rights and refers back to 288.150, simply stating that
27 "The subject matters set forth in subsection 3 of NRS 288.150 are not within the scope of mandatory
28 bargaining."

² Additionally, NPU's Last Best and Final Offer on body cameras remains unclear in that it
requires "notice pursuant to NRS 289.057." However, NRS 289.057 does not itself contain a notice
provision. For that reason, this Motion will assume that NPU is referring to notice required under the
subsequent statute, NRS 289.060.

critical public safety decision. Since NPU's proposals interfere with the State's management rights under NRS 288.150(3), they must be deemed withdrawn from this arbitration.

Lastly, NPU's Final Offer on compensation must be withdrawn because it exceeds the final amount appropriated by the Legislature for employee salaries for the 2021 – 2023 biennium. The authority to grant NPU any additional direct compensation rests exclusively with the Legislature. However, now that the 2021 Legislative Session has concluded, there is no further opportunity to submit a compensation proposal to the Legislature for its inclusion in the biannual budget. Now that the Legislature has established its final appropriations for the 2021-2023 biennium, it is impossible for any State funds to be distributed in excess of the Legislature's final appropriations. Given the legal impossibility of providing NPU what they seek, NPU's proposal on compensation must be deemed withdrawn from this arbitration in accordance with NRS 288.575(1).

II. STANDARD OF REVIEW

"Any proposal that conflicts or is otherwise inconsistent with any provision of state law, other than the provisions of chapters 284 and 287 of NRS, shall be considered withdrawn by the proposing party when mediation is discontinued."³

Accordingly, before the Arbitrator is able to entertain any evaluation of the reasonableness of proposals under NRS 288.580, he must first determine which proposals of the parties have been withdrawn based on inconsistency with existing State Law. Any proposal in conflict State Law is withdrawn from consideration prior to final Arbitration. The Arbitrator cannot revise or amend the final offer of any party, so any provision deemed withdrawn under NRS 288.575 must be struck entirely from a party's final offer. NRS 288.580(1).

III. ARGUMENT

A. NPU's Final "Body Camera" Provision Conflicts with Nevada's Public Record Law and NRS 289.830(1)(f) and Therefore Must Be Deemed Withdrawn.

NPU's final offer on body cameras is contrary to existing law that establishes body camera footage as a public record and is inconsistent with law enforcement agencies duty to enforce disciplinary

³ NRS 288.575(1).

1 rules for peace officers who fail to operate body cameras in accordance with any departmental policies
2 under NRS 289.830(1)(f).

3 **1. NPU's Final Offer on Body Cameras is Inconsistent with Nevada's Public**
4 **Record's Law.**

5 The laws establishing body camera policy plainly states that "any record made by a portable event
6 recording device pursuant to this section is a public record." NRS 289.830(2). As a public record, any
7 person's ability to view body camera footage is therefore determined by Nevada's Public Record Law
8 (codified in chapter 239 of NRS) and the limited exceptions found within NRS 289.830(2)⁴, and cannot
9 be abrogated by a collective bargaining agreement. *See Milwaukee J. Sentinel v. Wisconsin Dep't of*
10 *Admin.*, 2009 WI 79, ¶ 25, 319 Wis. 2d 439, 461, 768 N.W.2d 700, 711 ("If a right is given to the public
11 by statute, such as the right to seek disclosure of public records, the legislature generally may take that
12 right away through legislative action in compliance with constitutional mandates. However, since [the
13 article limiting access to a public record] of the collective bargaining agreement was not enacted by bill,
14 it remains a contractual provision. It is not 'law' . . . that is an exception to the Public Records Law").
15 NRS 239.010 further declares that "unless otherwise declared by law to be confidential, all public books
16 and public records of a governmental entity must be open at all times during office hours to inspection
17 by any person, and may be fully copied."

18 NPU's proposal unreasonably and unlawfully infringes a person's ability to view body camera
19 footage by placing a new restriction that supervisors must initiate a formal investigation and notice
20 process when viewing body camera footage for the purpose of seeking policy violations. This far exceeds
21 the notice requirement currently found in NRS 289.060, which only requires notice before an
22 interrogation or hearing is held relating to potential officer misconduct. Because NPU's Final Offer on
23 Body Cameras would require a formal investigation and notice just to view footage for the purpose of
24 ensuring compliance with applicable rules and statutes, its effect is an unlawful restriction on viewing a
25 public record.

26
27 ⁴ Pursuant to NRS 289.830(2), "[a]ny record made by a portable event recording device pursuant
28 to this section is a public record which may be: (a) requested only on a per incident basis; and (b) available
for inspection only at the location where the record is held if the record contains confidential information
that may not otherwise be redacted."

1 As a public record subject only to the minor restrictions found within NRS 289.830(2), the general
2 public is permitted to view all body camera footage, even footage that contains confidential information.
3 NPU's proposal would create an absurd result where law enforcement supervisors have less ability to
4 access body camera footage than members of the general public and the police officers they supervise.

5 Ultimately, NPU's body camera must be withdrawn because it places an additional and unlawful
6 restriction on a person's ability to view a public record. Any such restrictions on the ability to access a
7 public record must be stated within the law, not within a contractual agreement. For that reason alone,
8 NPU's proposal is unlawful and cannot be adopted.

9 **2. NPU's Final Offer on Body Cameras Conflicts with or is Otherwise**
10 **Inconsistent with NRS 289.830 Mandating that Law Enforcement Agencies**
11 **Enact Policies Regarding Body Cameras.**

12 NPU's final offer on body cameras would prevent law enforcement agencies from implementing
13 the very policies and procedures they are required to develop under NRS 289.830(1)(f), thereby
14 undermining the plain language and purpose of NRS 289.830. NPU's proposal to preclude supervisors
15 from reviewing body camera footage "for the purpose of seeking policy violations" creates a direct
16 conflict with the plain language of NRS 289.830(1) by preventing law enforcement agencies from
17 implementing the policies and procedures required under NRS 289.830(1), including disciplinary rules
18 for peace officers regarding their use of body cameras.

19 NPU's Offer on Body Cameras seeks to greatly expand the scope of NRS 289.057 and NRS
20 289.060 in a manner that would transform management's ability to regularly review body footage into a
21 formal investigation, which would require notice to the peace officer, a waiting period, and a right for
22 both the employee and a representative to be present just to review the body camera footage. Thus, this
23 provision would effectively prevent the Agency from reviewing body camera footage at all to ensure
24 compliance with Department policies and procedures as mandated by NRS 289.830(1) and (1)(f). Such
25 an expanded application of NRS 289.057 and NRS 289.060 completely undermines the Legislature's
26 mandate that the Law Enforcement Agencies review body camera footage.

27 ///

28 ///

///

1 **B. NPU’s Articles on Seniority and Body Cameras Must be “Deemed Withdrawn”**
2 **Because they Fall Outside the Lawful Scope of Collective Bargaining**

3 NRS 288.500(3) identifies subjects which are not within the scope of mandatory bargaining and
4 are reserved to the Executive Department without negotiation.⁵ In the employment law context, these are
5 termed “management rights.” Management rights under are listed as follows:

- 6 (a) Except as otherwise provided in paragraph (u) of subsection 2, the right to hire, direct, assign
7 or transfer an employee, but excluding the right to assign or transfer an employee as a form of
8 discipline.
9 (b) The right to reduce in force or lay off any employee because of lack of work or lack of
10 money, subject to paragraph (v) of subsection 2.
11 (c) The right to determine:
12 (1) Appropriate staffing levels and work performance standards, except for safety
13 considerations;
14 (2) The content of the workday, including without limitation workload factors, except for
15 safety considerations;
16 (3) The quality and quantity of services to be offered to the public; and
17 (4) The means and methods of offering those services.
18 (d) Safety of the public.⁶

13 **1. NPU’s Final Proposal on Body Cams Unlawfully Infringes on the State’s**
14 **Management Rights.**

15 NPU seeks to limit the State’s ability to freely monitor body camera footage. Under NPU’s
16 proposal, a supervisor would not be permitted to watch body camera footage for the purpose of ensuring
17 compliance with the law and department policy without starting a formal investigation and providing
18 notice under NRS 289.060. This directly impedes the State’s inherent management rights of determining
19 the quality of services being offered to the public and ensuring the safety of the public. By proposing that
20 supervisors’ access to body camera video triggers NRS 289.060 notice if “for the purpose of seeking
21 policy violations,” NPU would be impermissibly restricting management’s every decision to review body
22 camera footage.

23 By seeking to inquire into the mind of a supervisor every time he or she views body camera
24 footage, NPU’s proposal might limit supervisors use of body camera footage altogether. Body camera
25 footage can be viewed for many purposes, all at the same time. Body cameras are used by managers to
26 ensure the camera is working properly, as a tool in training officers, to assist in completing investigations

27
28 ⁵ NRS 288.500(3) (“The subject matters set forth in subsection 3 of NRS 288.150 are not within
the scope of mandatory bargaining and are reserved to the Executive Department without negotiation”).

⁶ NRS 288.150(3).

1 for anybody who appears in body camera footage, and also for discipline. This footage provides agencies
2 with invaluable information which they use to coach and train officers, preparing them for real life
3 occurrences and helping them improve their response to situations in the field.⁷ Body camera footage
4 allows law enforcement agencies to review the quality of services being provided to the public by
5 allowing supervisors to review the contents of an employee's workday which can assist an agency in
6 implement policies ensuring more efficient utilization of officers and resources. Given that NPU's
7 proposal significantly inhibits law enforcement agencies from carrying out their inherent management
8 rights, this provision must be deemed withdrawn as conflicting with reserved management rights.

9 **2. NPU's Final Offer on Seniority Unlawfully Seeks to Bind the State on**
10 **Management Rights Outside the Lawful Scope of Bargaining Under NRS**
11 **288.150(3).**

12 NPU's Final Offer is that "*Seniority shall be considered for the purposes of scheduling,*
13 *equipment, mandatory overtime, or leave as a "tie-breaking" mechanism when Departments or Divisions*
14 *are approving or disapproving requests.*" In contrast, the State's final offer, allows, but does not require,
15 supervisors to consider seniority as a tie-breaker on the issues of scheduling and leave. Similar to its
16 proposal on body cameras, NPU's final offer seeks to bind the State to non-negotiable management
17 rights. This proposal would put NPU in a position to review every law enforcement management decision
18 on issues like equipment, scheduling, mandatory overtime and leave to ensure the State applies seniority
19 as a tie-breaker. On issues like equipment and mandatory overtime, which necessarily sometimes involve
20 emergency situations, requiring a supervisor to explicitly detail all of the considerations involved would
21 obstruct their ability to make timely decisions that are critical to public safety.

22 On an issue like equipment, which directly implicates the safety of the public (and the officer)
23 and the quality and quantity of services to be offered to the public, the State is entitled to make its
24 decisions without limitation by a collective bargaining agreement. As provided in NRS 288.150(3)(d),

25 ⁷ The importance of body camera footage as a training tool has been noted by the National Institute
26 of Justice – "The use of body-worn cameras also offers potential opportunities to advance policing
27 through training. Law enforcement trainers and executives can assess officer activities and behavior
28 captured by body-worn cameras — either through self-initiated investigations or those that result from
calls for service — to advance professionalism among officers and new recruits. Finally, video footage
can provide law enforcement executives with opportunities to implement new strategies and assess the
extent to which officers carry out their duties in a manner that is consistent with the assigned initiatives." Brett
Chapman, *Body-Worn Cameras: What the Evidence Tells Us* at 2 (2018)
(<https://www.ojp.gov/pdffiles1/nij/252035.pdf>) (last visited on June 17, 2021).

1 issues relating to the safety of the public are non-negotiable and therefore must be withdrawn from
2 arbitration.

3 Given that NPU's proposals on body cameras and seniority unlawfully infringe on the State's
4 fundamental management rights, they must be deemed withdrawn from this arbitration.

5 **C. Compensation Has Been Established For the Upcoming Biennium by the "Pay Bill"**
6 **And Cannot Be Amended Now.**

7 Unlike local government employers who are largely able to amend their budgets to provide greater
8 financial benefits after the close of their budgeting process, the State, and by extension the Arbitrator,
9 simply does not have the authority to amend the Pay Bill, as set forth in Assembly Bill 493 of the 81st
10 Legislative Session after its passage and signature by the Governor. The Pay Bill established
11 compensation of State employees, and was approved by the Legislature on May 30 and the Governor on
12 June 3 of 2021.⁸ The Pay Bill specifies, at Sec. 5(2) - "For personnel not represented by a collective
13 bargaining agreement approved pursuant to NRS 288.555 on or before May 25, 2021, an increase in
14 salary of 1 percent." Thus the Pay Bill conclusively establishes compensation for Unit G, which was a
15 1% cost-of-living adjustment (COLA) for employees for fiscal year 2022 to 2023. Any amount to the
16 contrary would directly contradict the Pay Bill. Simply put, NPU's request represents a legal
17 impossibility given the conclusion of the Legislative Session.

18 **1. Because the Pay Bill specifically appropriated all monies for the**
19 **compensation of State employees, Any Funding of NPU's offer directly**
20 **conflicts with the State's Appropriation Laws, NV Const. Art. 4, Sec. 19, and**
21 **NRS Chapter 353.**

22 The Pay Bill appropriates money for employees' salaries establishing the exact amounts that
23 employees may be compensated. NPU, the Executive Branch and the Arbitrator are prevented from
24 appropriating additional money by Article 4, Section 19 of the Nevada State Constitution, and NRS
25 Chapter 353, which prohibit the expenditures of funds in excess of Legislative appropriations. Nevada
26 State Constitution, Article, Section 19 provides: "no money shall be drawn from the treasury but in
27
28

8 Assembly Bill 493, 81st Legislative Session, *retrieved at*
<https://www.leg.state.nv.us/App/NELIS/REL/81st2021/Bill/8234/Overview> (last seen 7/1/21).

1 consequence of appropriations made by law.” NRS Chapter 353 further directs Legislative appropriations
2 and authorizations consistent with Const. Art. 4, Sec. 19.

3 NRS Chapter 353 precludes the State from spending money in excess of what the Legislature
4 appropriates, and also prohibits the State from spending money in any manner that deviates from the line
5 items approved in the Pay Bill budget.⁹ NRS Chapter 353 even makes it unlawful to “attempt to bind, the
6 State of Nevada or any fund or department thereof in any amount in excess of the specific amount
7 provided by law.” NRS 353.235 (an expenditure may not be established for the current biennium which
8 is contingent upon the attainment of future funds); NRS 353.255 (sums appropriated for expenditures
9 only authorized “to the objects for which they are respectively made, and no others.”); NRS 353.260
10 (prohibits spending in excess of amount appropriated). Given these laws, NPU’s Compensation Article
11 is unlawful because it conflicts with the Pay Bill.

12 **i. NPU’s Offer Conflicts with NRS 353.260 Because it Seeks to Bind the**
13 **State to an Amount of Money that Exceeds what the Legislature**
14 **Appropriated for Unit G Employees in the 2021 Pay Bill.**

15 NRS 353.260 makes it “unlawful for any state officer, commissioner, head of any state
16 department or other employee, whether elected or appointed, to expend more money than the sum
17 specifically appropriated by law for any such office, commission, or department.” It is further “unlawful
18 for any state officer, commissioner, head of any department or employee of this state to bind, or attempt
19 to bind, the State of Nevada or any fund or department thereof in excess of the specific amount provided
20 by law, or in any other manner than that provided by law, for any purpose whatever.” NRS 353.260. The
21 plain language of both of these statutes, render any attempt to fund NPU’s offer unlawful because it
22 attempts to bind the State provide for an amount of money that exceeds what the Legislature appropriated
23 for Unit G employees in the 2021 Pay Bill.

24 **ii. Any Argument That Additional Compensation Be Contingent On**
25 **Future Monies Violates the NRS 353.235(3) Requirement That An**
26 **Expenditure Must Not be Contingent Upon the Attainment of Future**
27 **Funds.**

28 NRS 353.235(3) directly addresses the possibility of a contingent award and states: “[a]n
appropriation of money must not be made or a level of salary or other expenditure established which is

⁹ See Generally NRS 353.260.

1 contingent upon the attainment, during the biennium in which the money is to be expended or the salary
2 or level of expenditure is to be effective, of a specified balance in the State General Fund.” NPU’s Offer
3 is relevant only to fiscal year 2021 through 2023. Thus, any argument that compensation in excess of the
4 1% given by the Legislature be contingent on future revenues or appropriations violates NRS 353.235(3)
5 because it seeks to bind the Executive Department to future funds for money “which is to be expended”
6 . . . or “to be effective,” for the 2021 to 2023 fiscal years.

7 **iii. The Legislature Specifically Limited Negotiations to Align with the**
8 **Legislative Session on Items of Direct Monetary Compensation in**
9 **Senate Bill 135 of the 80th Legislative Session**

10 Notably, the Legislature contemplated the effects of the Legislative Budget timeline on collective
11 bargaining prior to passing Senate Bill 135 of the 80th Legislative Session in 2019 (SB 135). However,
12 in the end, it maintained that items of direct compensation must be finally established by the Legislature
13 and, as a result, “Arbitrators cannot bind the State to the expenditure of funds.”¹⁰ Specifically, when
14 discussing the impact of the timeline, the Legislature notes:

15 Section 36 speaks to a two-year term for collective bargaining agreements.
16 Agreements would be effective in odd numbered years to coincide with the
17 budget process. The exclusive representative of the employees and the
18 State would bargain an agreement to the extent it requires the appropriation
19 of funds, which would be addressed in the biennial budget. The collective
20 bargaining agreement would be effective July 1 of the odd-numbered year
21 through June 30 of the next odd-numbered year. There would be a
22 replacement agreement the following July 1.

23 Section 38 creates the timeline for collective bargaining so it complies with
24 the State's budget process. We understand, as in all states, appropriation
25 committees need to know what they are expected to try to approve in
26 advance of making those decisions. Section 38 spells that out.

27 Section 39 describes what the parties do in the event they cannot come to
28 an agreement voluntarily. The first step is a voluntary mediation process
where a professional will try to get the parties to agree through advice,
prodding, etc.

In the absence of an agreement, sections 40 and 41 speak to a binding
arbitration process. Importantly, the arbitration process is not binding on
the Legislature, it is binding on the chief executive. That chief executive,
depending upon the arbitrator's decision, then offers up that
decision—to the extent that it requires any expenditure funds—to the

¹⁰ See discussion contained in Senate Committee on Government Affairs, 80th Legislature, April 4, 2019, Page 11, retrieved from <https://www.leg.state.nv.us/Session/80th2019/Minutes/Senate/GA/Final/804.pdf> (last viewed 7/2/2021).

Legislature for approval. The Legislature retains its discretion to disapprove of an arbitrator's award involving the appropriation of money. Only the Legislature decides when money is spent. **Arbitrators cannot bind the State to the expenditure of funds.**¹¹

...

SENATOR KIECKHEFER: More broadly, the system with bargaining is trying to sync up with our budgeting system. The way I read the bill, agreements would theoretically try to be executed sometime in March of odd-numbered years. Is that correct?

MR. KREISBERG: Yes.¹² [emphasis added]

The statutes resulting from SB 135 establish a process and schedule by which negotiations coincide with the Legislative Budget.¹³ This schedule allows the parties to collective bargaining to begin negotiations in November and presumably provides sufficient time for final recommendations related to budgetary matters to be submitted to the Legislature prior to the close of the regular session.

This Legislative scheme limits negotiations on direct compensation, as the Legislature's ability to consider compensation ends at the close of the regular legislative session, on *sine die*, per NRS 218D.175(2). Past *sine die*, neither an agreement, nor the arbitrator can deviate from the Legislature's approved Pay Bill. Thus any provision conflicting with the Pay Bill after its final passage and gubernatorial approval, must be deemed withdrawn.

iv. Compensation Beyond the Pay Bill Cannot Be Funded Because NRS 288.560 Prevents The Request For Drafting of a Legislative Measure Outside of the 2021 Regular Legislative Session

Upon the Board of Examiners approval, if a provision of a collective bargaining agreement requires an act of the Legislature to be given effect, then "[t]he Governor shall request the drafting of a legislative measure pursuant to NRS 218D.175 to effectuate the provision." See NRS 288.560(2)(a). NRS 218D.175 is limited to requests "any time before or during a *regular session*." NRS 218D.175(2). The doctrine of "*expressio unius est exclusio alterius*" supports the interpretation that NRS 218D only applies

¹¹ *Id.* at 11 (emphasis added).

¹² *Id.* at 18.

¹³ See NRS 288.565 (the parties shall begin "negotiations concerning a collective bargaining agreement . . . on or before November 1 of each even-number year"); See also NRS 288.570 (if the parties do not reach a collective bargaining agreement they may request a mediator "on or before February 1 of an odd-numbered year"); see also NRS 288.575 (if an arbitrator is required, "the arbitrator shall begin arbitration proceedings on or before March 1 or any later date set by agreement of the parties" and "the arbitrator shall render a decision on or before March 15 or any later date set by agreement of the parties").

1 during the regular legislative session because the statute specifies that it only applies to a “regular
2 session”.

3 Black's Law Dictionary defines “*expressio unius est exclusio alterius*” as follows:

4 . . .maxim of statutory interpretation meaning that the expression of one
5 thing is the exclusion of another. (Citations omitted.) Mention of one thing
6 implies exclusion of another. When certain persons or things are specified
7 in a law, contract, or will, an intention to exclude all others from its
operation may be inferred. Under this maxim, if a statute specifies one
exception to a general rule or assumes to specify the effects of a certain
provision, other exceptions or effects are excluded.

8 Black’s Law Dictionary, 521 (5th ed. 1989). The Nevada Supreme Court has recognized and
9 applied this maxim of statutory interpretation on numerous occasions. *See Clark County Sports Enter.,*
10 *Inc. v. City of Las Vegas*, 96 Nev. 167,174, 606 P.2d 171,176 (1980) (stating, “[h]ad the legislature
11 intended inclusion, it would have specifically so provided by language to that effect.”); *see also State v.*
12 *Boerlin*, 38 Nev. 39, 45, 144 P. 738, 740 (1914) (providing, “[i]n the construction of a statute in which
13 certain things are enumerated, other things are to be excluded.”); *Ex Parte Arascada*, 44 Nev. 30, 34-
14 35,189 P. 619, 620 (1920) (“... when the Legislature enumerates certain instances in which an act or thing
15 may be done ... it names all that it contemplates; otherwise what is the necessity of specifying any? The
16 rule invoked is so thoroughly recognized, not only by the courts generally, but by our own court....”).

17 The Legislature, in enacting SB 135, retained its "power of the purse" and placed guard rails on
18 “items of direct compensation” that apply exclusively to the Executive Department. Thus, unlike the
19 statutory construction under which local governments arbitrate interest proposals (where the Arbitrator
20 can bind the local government employer to his or her chosen proposal), here, the Executive Branch, the
21 LRU, NPU and the Arbitrator are now bound by the terms of the Pay Bill. By statute, the Arbitrator lacks
22 the authority to bind the State on items of direct compensation, when the benefit has not been approved
23 by the Legislature.

24 During the 2021 Legislative Session, the Legislature again confirmed State’s reading that it no
25 longer had the authority to recommend an increase of direct compensation after the conclusion of the
26 Legislative Session. Assembly Committee on Ways and Means Chair Carlton explained:

27 [A]s we were walked through yesterday all the different categories . . .
28 those individual units have gone ahead and bargained, got their process
through the Board of Examiners by the May 25th deadline. Moving forward

1 there are still others in that process they just didn't make it by the deadline
2 so who knows you all may see some of those next year when you have the
3 same conversation.¹⁴

4 ...

5 If you are in that [Bargaining Unit] you will receive these dollars . . . if
6 you have not created a Bargaining Unit and gone to the table and negotiated
7 and got it through the Board of Examiners, then it doesn't exist. We are
8 waiting for Cat. I Police Officers to finish their process. We look forward
9 to that happening in the next two years. So I think you have to encapsulate
10 all of the collective bargaining agreement statutes.¹⁵

11 V. CONCLUSION

12 For the reasons stated herein, the State respectfully requests that the Arbitrator make a
13 determination that all three of NPU's Proposals on (1) Body Cameras (2) Seniority, and (3) Compensation
14 be deemed withdrawn as outside of the scope of collective bargaining and impasse Arbitration.

15 DATED this 2nd day of July, 2021.

16 AARON D. FORD
17 Attorney General

18 By: /s/ Tori N. Sundheim

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¹⁴ Assembly Committee on Ways and Means, May 27, 2021, from 9:49:02 AM to 9:49:34 AM
(available at <https://www.leg.state.nv.us/Video/>).

¹⁵ *Id.* at 9:53:45 AM to 9:54:15 AM.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify I am an employee of the Nevada Attorney General's Office, and on this 2nd day
3 of July, 2021, I served a copy of the foregoing **STATE OF NEVADA'S MOTION TO DEEM NPU'S**
4 **PROPOSALS WITHDRAWN PER NRS 288.575(1)** by email a copy thereof to:

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21 /s/ Caitie Collins

22 Caitie Collins, An Employee of the
23 Office of the Attorney General
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APPENDIX PAGE ONLY



APPENDIX F

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IN THE MATTER OF ARBITRATION

Case Number: 210124-03033

BETWEEN

NEVADA POLICE UNION,

Movant,

v.

STATE OF NEVADA,

Respondent.

**NEVADA POLICE UNION'S
OPPOSITION TO STATE'S MOTION
TO DEEM NPU'S PROPOSALS
WITHDRAWN PURSUANT TO NRS
288.575(1)**

I. Introduction.

This Arbitrator should deny the State's attempt to use form over substance as a means of denying the Union a hearing on the merits of its offers. The statutory scheme is not intended to foreclose an arbitrator's consideration of final offers because one party disagrees with them. It is intended to foreclose unlawful offers with a clear statutory conflict. The Union's offers do not pass that high bar. Since negotiations did not go the State's way, its representatives have taken an outcome driven approach to this Arbitration—throwing arguments at the wall to see what sticks while ignoring the best interest of its employees.

The Union's offers do not conflict with statute and are not otherwise inconsistent. The Body Cameras Offer aims to ensure due process. It does not interact with Nevada's Public Records Act, and it does not preclude the State from viewing body camera footage and enforcing

1 State body camera laws. The Seniority article does not preclude the State from considering factors
2 it deems relevant. Neither does it preclude the State from establishing and maintaining a precise
3 quality of service. However, once the State has considered its employer-decided criteria, it must
4 use seniority as a tie-breaker. The Union wants to avoid favoritism, which is rampant in the
5 State's employment culture. Finally, the Union's offer on compensation, and this Arbitrator's
6 decision, does not and cannot bind the legislature to appropriate funds. Nevada's statutory
7 scheme, and case law from jurisdictions that have done state-wide collective bargaining, make
8 this clear. Neither does the Pay Bill preclude future expenditures. It provided some funding for
9 salary increases; it by no means precluded future legislative expenditures or appropriations. The
10 Union submitted an entire motion explaining why the Agreement does not need to be funded to
11 be approved and why there are avenues to fund the agreement after *sine die*.

12 **II. The Union's final offers, explained.**

13 The State has mischaracterized the Union's Offers to adapt arguments that only applied
14 to prior versions of offers to the Union's actual last, best, and final offers. The Union takes this
15 opportunity to explain them clearly.

16 *a. The Union's Body Camera's proposal*

17 The Union's offer for the Body Camera Article aims to ensure due process for officers by
18 requiring the State's adherence to the Nevada's Peace Officer Bill of Rights. As the Union
19 explained to the State's team multiple times, a supervisor may review any body footage he or she
20 would like, at any time. However, if a supervisor would like to discipline an officer after
21 reviewing the footage or views the footage for a legitimate purpose and sees policy violations,
22 the supervisor must ensure the officer's due process rights are protected by giving him or her
23 notice and initiating an investigation under NRS 289.057.

24 The Union is aware the State engages in fishing expeditions where a supervisor sits at his
25 or her desk for extended periods with a directive to find even the most minor policy violations.
26 Then, the State gives an officer discipline without ever investigating, providing a hearing, or
27 ///

1 otherwise providing due process to the officer. This is what the Union's offer attempts to avoid.
2 It seeks due process, not to preclude anyone from viewing body camera footage.

3 b. *The Union's Seniority proposal*

4 The Union's offer on seniority seeks management to use a member's length of time in the
5 department as a tie-breaker for consideration of scheduling, equipment, mandatory overtime, and
6 leave. Given that the offer is a "tie-breaker," the State can consider without limitation any factors
7 it deems relevant and any criteria it would like to, such as safety or tactical decisions. However,
8 once it has considered those criteria and all things are equal, seniority should be the tie-breaking
9 factor.

10 The Union's proposal is best shown by example. Say a fire marshal who investigates
11 arson in rural Nevada and a trooper who patrols highways in Nevada both want a new vehicle.
12 The State has one ford f-150 with fireproof windows. Obviously, the State can determine the fire
13 marshal is more deserving of the new vehicle because it fits the marshal's duties and the need for
14 the State. However, if two troopers who work the same shift have the same vehicles with the
15 same amount of mileage on them, and all other things are equal, the trooper who is more senior
16 would receive the newer patrol vehicle.

17 The State's objection to the Union's final offer is perplexing given how similar it is to the
18 State's final offer. The State's final offer maintains the same "tie-breaking" method for
19 determining seniority. Though it makes the State's consideration optional. This type of policy
20 leads to preferential treatment and unhappy employees. Virtually every collective bargaining
21 agreement in Nevada includes seniority. There is no reason the negotiated agreement between
22 the Nevada Police Union and the State of Nevada should not.

23 c. *The Union's Compensation proposal.*

24 Rather than explain the Union's compensation proposal, it incorporates by reference its
25 motion to deem the State's offer withdrawn, which explains the offer at-length. In short, the
26 Union's compensation proposal does not and cannot bind the Legislature. That is expressly
27 written into statute and supported by the legislative history. Even the Sponsor of the Bill and

1 Senator who presented the bill explained that the Legislature did not intend for the process to
2 occur as the State says it must. Senator Parks has submitted a statement explaining that the State's
3 argument at this Arbitration was never contemplated and certainly not intended by the Legislature.
4 See attached as *Exhibit "1."* He also explains that the State should have reserved funds, and
5 even though it didn't, the Interim Finance Committee can allocate money to fund the Agreement,
6 something he would know because he served on that Committee for many years. The Union and
7 the State of Nevada can enter into an agreement that is unfunded. It is up to the Legislature to
8 approve funding. But no one involved in this Arbitration can force them to—not the Union, not
9 the Executive Branch, and not this Arbitrator. Accordingly, the arguments that the Union's offer
10 conflicts with statute do not make any sense.

11 **III. Standard of Review.**

12 The State and Union agreed to briefing on whether either party's final offers to the
13 Arbitrator should be considered withdrawn. "Any proposal that conflicts with or is otherwise
14 inconsistent with any provision of state law . . . shall be considered withdrawn by the proposing
15 party . . ." NRS 288.575(1).¹ So, to strike any of the Union's offers, this Arbitrator must
16 determine the offers conflict with Statute. However, this Arbitrator should read the offers in a
17 manner that is consistent with bargaining intent. See *International Union, United Auto.,*
18 *Aerospace, and Agr. Implement Workers of America (UAW) v. Yard-Man, Inc.*, 716 F.2d 1476,
19 1479-80 (6th Cir. 1983) ("[T]he court may look to other words and phrases in the collective
20 bargaining agreement for guidance. Variations in language used in other durational provisions of
21 the agreement may, for example, provide inferences of intent useful in clarifying a provision
22 whose intended duration is ambiguous.") (Abrogated on other grounds). As such, if there is a
23 way to read the offers so that they do not conflict with Statute, that is how this Arbitrator should
24 read them.

25 ///

26
27 ¹ This portion of statute allows portions NRS Chapter 284 and 287 to conflict with final offers. Those Chapters are irrelevant, as they deal govern State personnel and insurance, respectively.

1 **IV. Argument.**

- 2 a. *The Union's compensation offer is not inconsistent with statute and the State's*
3 *objections show it doesn't understand how collective bargaining for state*
4 *employees works.*

5 We don't need to reinvent the wheel here. Nevada is far from the first state that allows
6 state employees to collectively bargain. As far as the Union's attorneys are aware, each state's
7 statutory scheme outlines a similar process: the union negotiates with the executive branch, they
8 reach an agreement, and the Union hopes the legislature funds that agreement. These statutory
9 schemes never remove the legislature's constitutionally delegated power of the purse. Instead,
10 they allow for an agreement without the legislature's appropriation of funds, which is valid and
11 enforceable subject to an appropriations clause. So, for the financial portions of the agreement to
12 go into effect, the legislature must appropriate money.

13 This is also how Nevada's statutory scheme works. *See* NRS 288.505 (requiring a non-
14 appropriations clause). As much as the Union would like it to, this Arbitrator's ruling cannot
15 appropriate funds. The State's offer cannot bind the Legislature. And under no circumstances
16 can the outcome of collective bargaining remove the Legislature's power of the purse. However,
17 this Arbitrator can approve the Union's offer, deny the State's, and bind the Union and the
18 Executive Branch to an agreement. If the Legislature decides not to fund the agreement, that is
19 its constitutional right. It would not affect an agreement between the parties to this
20 arbitration. All of this is to say the State's arguments in support of its regressive compensation
21 offer are a giant red herring and are not supported by statute. States across the country with
22 similar statutory schemes have already vetted and refuted the State's argument. This Arbitrator
23 should do the same.

- 24 i. Other States have long litigated the argument the State is making. In every
25 state, an agreement does not bind the Legislature.

26 It is not uncommon for agreements to be reached and for the legislature not to fund them.
27 *See United Faculty of Florida v. Board of Regents*, 365 So. 2d 1073 (Fla. 1st DCA 1979)

1 (legislature not required to fund public employees' collective bargaining agreement); *Holmes*
2 *Cnty. Teachers' Ass'n*, 9 F.P.E.R. ¶ 14207, at 401 (1983) ("The collective bargaining agreement
3 to which the petitioner is a party did not divest the [l]egislature of its constitutional powers in the
4 appropriation of public monies" pursuant to section 447.309(2)); *District 2A, Transp., Technical,*
5 *Wrhse., Indus. & Serv. Employees Union v. Government of the Virgin Islands*, 794 F.2d 915 (3d
6 Cir. 1986) (legislature not required to appropriate funds to honor impasse arbitration award
7 regarding salaries for public employees).

8 Other states have already addressed similar issues in the less-than complicated instance
9 where the legislature did not fund the agreement. Frankly, the Power of the Purse is always at
10 play when negotiating with state entities. In those cases where the legislature did not appropriate
11 the amount necessary to implement the negotiated agreements, the vast majority of courts have
12 held that the agreements were subject to appropriation clauses and were simply not funded—but
13 they were still valid. Arguments that the legislature was somehow bound by the negotiated
14 agreement have been rejected as contrary to the legislature's exclusive control over public funds.
15 *See Public Employees' Local 71 v. State*, 775 P.2d 1062 (Alaska 1989) (rejecting union's
16 challenge to legislative resolution refusing to fund negotiated pay raise; monetary terms of
17 agreement not effective until funds are appropriated by the legislature, at its discretion); *Suffolk*
18 *County v. Labor Relations Comm'n*, 15 Mass. App. Ct. 127, 444 N.E.2d 953 (funding by
19 legislature for negotiated raises and bonuses could not be compelled); *Minnesota Educ. Ass'n v.*
20 *State*, 282 N.W.2d 915 (Minn. 1979) (upholding legislative reduction of salary increase from 18%
21 to 14% as part of legislature's final control over appropriations); *see also* STEPHEN F. BEFORT,
22 PUBLIC SECTOR BARGAINING: FISCAL CRISIS AND UNILATERAL CHANGE, 69 Minn. L.Rev. 1221,
23 1243-45 (1985) (legislative power over appropriations combined with definition of the executive
24 as the employer results in potential for unilateral change of agreements if legislature fails to
25 appropriate all funds necessary to implement a contract; notes that "courts consistently have
26 refused to enforce the financial provisions of state employee agreements in the absence of an
27 express legislative appropriation").

1 Ironically, the State’s argument—that this Arbitrator’s decision would bind the State to
2 appropriate money—has most commonly been a union argument that has been slapped-down time
3 and time again. *See Alliance, AFSCME/SEIU, AFL-CIO v. Secretary of Admin*, 597 N.E.2d 1012
4 (1992) (“The unions misunderstand the enactment process, the constitutional powers of the
5 Governor, and the roles of the Governor and Legislature in relation to appropriations . . . the
6 agreements themselves recognize the necessity for a valid appropriation to fund the cost items of
7 the agreements.”)

8 *ii. The Pay Bill is not dispositive. It provides a pay increase for employees*
9 *covered by our unit even though there is not a bargaining agreement. It*
10 *does not preclude a bargaining agreement or subsequent funding.*

11 The Union’s compensation offer does not conflict with statute as it relates to
12 compensation. The “Pay Bill” is not dispositive of the issue. It merely says that because there is
13 not yet an agreement, employees in our bargaining unit receive a 1% salary increase. The Pay
14 Bill does not foreclose funding. The only thing to prevent subsequent funding would be a statute
15 to the contrary, which does not exist and could not exist because one legislative act cannot bind
16 future legislative acts. *See Attorney General v. Gypsum Resources*, 129 Nev. 23, 28 (2013)
17 (“[O]ne Legislature cannot bind another Legislature”).

18 Further, the Union’s own motion to consider the State’s offer withdrawn outlines multiple
19 avenues for the Agreement to be funded. The interim finance committee could fund the
20 agreement. *See Union’s Motion to consider State’s offer withdrawn*, p. 12. The Legislature could
21 fund the agreement first thing next session. *Id.* at 13. Or the Governor could call a special session.
22 *Id.* at 14. None of these actions would be inconstant with the Legislature deciding to give our
23 members a raise of 1%.

24 The Union understands that its request for funding the agreement would require future
25 legislative action. And just because there is a bill that gives employees (who’s unions do not have
26 agreements) a cost-of-living increase does not preclude future legislative action that funds an
27 agreement. Budgets are adjusted all the time. The portion of the Bill the State relies upon is,

1 generically, the Legislature providing a raise to all state employees who do not yet have collective
2 bargaining agreements. That language of this bill can be read harmoniously with the State's
3 obligation to negotiate compensation. *See* NRS 288.150. And this Arbitrator should read the
4 laws in harmony to achieve their purpose. *See State ex rel. Howell v. LaGrave*, 23 Nev. 373, 379,
5 48 P.193 (1897) ("The Rule that courts are bound to uphold the prior law if it and a subsequent
6 one may subsist together, or if it be possible to reconcile the two together is well established").
7 Further, if the Legislature intended there to not be subsequent negotiations of compensation, it
8 would have said so in NRS Chapter 288. *Binegar v. Eighth Judicial Dist. Court*, 112 Nev. 544,
9 549, 915 P.2d 889 (1996) ("The legislature could have put such limited language in NRS
10 174.089(1) but chose not to do so.").

11 The Contract and collective bargaining cannot bind the Legislature to expend money.
12 That is express from the statute and clear from the legislative history. Accordingly, arguments
13 that the Union's offer conflicts with statute are incorrect. All the conflicts with statute alleged by
14 the State assume the arbitrator's decision is going to bind the Legislature. It won't.

15 *iii. The State's claim it cannot offer compensation because it would bind the*
16 *Legislature, or that this Arbitrator's decision would bind the Legislature,*
17 *is unsubstantiated fear mongering.*

18 While uncommon, it is not unheard of for an agreement not to be funded. *See, e.g.,*
19 *Commissioner of Administration and Finance v. Commonwealth Employment Relations Board*,
20 74 N.E.3d 610, 613 (Mass. 2017) ("The Legislature did not appropriate funds in fiscal year 2011
21 for the cost items contained in the 2010–2013 agreements. Since that time COPS and the
22 Commonwealth have entered into two successor agreements—one of which covered the 2010–
23 2013 period—that were fully funded by the Legislature."). The Union too understands that this
24 Arbitrator's decision does not steal the power of the purse. This is all explained above, analyzing
25 how other states have handled legislative expenditures after the executive branch and union
26 negotiate an agreement.

27 ///

1 iv. NRS 288.560 does not prevent funding the agreement after sine die.

2 The State argues that the “shall” language in NRS 288.560 prevents the Governor from
3 requesting funding after session. This is not correct. As is explained in the Union’s motion to
4 consider the State’s offer withdrawn, that portion of statute is intended to remove a statutory
5 preclusion on the Governor introducing a bill after 110 days into the legislative session—the date
6 which all bill drafts are due. It is not intended to require the Governor to introduce a bill in this
7 mechanism.

8 But even if it is intended to limit the mechanism for the Governor to seek funding for an
9 agreement, the State ignores the exception outlined in NRS 218D.105. When there are
10 “exceptional circumstances” and the “Legislature is not in a regular session,” the “Legislative
11 commission . . . may grant a waiver . . . after the time limits in NRS 218D.175.” *Id.* And under
12 this exception, there is a waiver to the time limit prescribed in NRS 218D.175, which disproves
13 the *exclusion unius* analysis the State uses in its *Motion*. Under Nevada law, there is an exception
14 to the requirement that the Governor submit a bill request for funding before sine die when there
15 is an exceptional circumstance. The State’s reading of statute ignores this statutory exception.
16 Certainly, an arbitration over the Union’s first collective bargaining agreement with the State
17 constitutes an exceptional circumstance.

18 Further, the Governor can fund the agreement first thing during the next legislative session
19 because he is able to request a bill at any time “*before . . . a regular session.*” NRS 218D.175(2).
20 This reading is consistent with other portions of appropriations that deal with inter-session
21 contracts. NRS 353.085 specifically outlines the State’s procedure for “payment of contract
22 claims when no legislative appropriation has been made.” It requires an opinion from the Board
23 of Examiners that a contract is valid—such as the process outlined in NRS 288.555— “shall be
24 transmitted to the Legislature on the first day of its next legislative session.” NRS 353.085(2).
25 This Arbitrator should read both portions of Statute in harmony, and the Union has presented the
26 only way to do so. *See State, Div. of Ins. V. State Farm Mut. Auto. Ins. Co.*, 996 P.2d 482, 486
27 ///

1 (2000). The Union's Contract could, therefore, be funded the first day of the next Legislative
2 session.

3 b. *Body Cameras.*

4 i. The Union's offer is a due process proposal; it does not conflict with the
5 Public Records Act.

6 The Union is merely attempting to preserve due process and prevent supervisors from
7 fishing expeditions to discipline employees. The Union's offer does not limit the public's viewing
8 of body camera footage. Frankly, the State's argument that the Union's final offer on body
9 cameras is inconsistent with Nevada's Public Record Act is much ado about nothing. Yes, body
10 camera footage is a public record. *See* NRS 239.830(2). The Union's proposal does not do
11 anything to change that.

12 The Union's offer does not conflict with statute because it doesn't limit "members of the
13 public['s]" ability to view body camera footage. *See* NRS 239.001(outlining the purpose of the
14 Public Records Act is to provide "members of the public" with access to public records.) When
15 a supervisor sits at his or her desk reviewing body camera footage and then serves discipline on
16 a member without an investigation, that supervisor is not reviewing the body camera footage
17 under the Nevada Public Records Act; he or she is reviewing the footage as a state actor. This is
18 not a novel argument. Police officers have never been considered members of the public, neither
19 have police officer supervisors. *See State v. Broad*, 600 P.2d 1379, 1382 (Haw. 1979) ("[N]o
20 persons other than the police officers saw appellant . . . [therefore, the acts were not] observed by
21 members of the public."); *People v. Kim*, 630 N.W.2d 627 (Ct. App. Mich. 2001) ("police officers
22 are not "members of the public"); Daniel Brian Yeager, 40 Fla. L. Rev. 989, fn 239 ("police
23 officers are not members of the public").

24 The State's argument is essentially that the Public Records Act always applies to
25 everyone, and that all footage can be viewed at any time for any purpose. But this is not even
26 how the Act functions. The Act outlines specific requirements a member of the public must take
27 to review footage. *See* NRS 289.830(2) ("[a]ny record . . . may be: (a) requested only on a per

1 incident basis; and (b) available for inspection only at the location where the record is held . . .
2 “). When a supervisor reviews body camera footage he or she does not follow that process because
3 he or she is not reviewing footage under the Act. The supervisor is reviewing footage in an
4 official capacity as an agent of the State. The supervisor is not reviewing it as a member of the
5 public and, as a result, the Nevada Public Records Act does not apply.

6 The State’s reliance on *Journal Sentinel v. Wisconsin Dept. of Admin.*, 768 N.W. 2d 700,
7 (Wisc. 2009) is misguided. There, the collective bargaining agreement precluded the release of
8 public records to anyone other than the local union treasurer—which excluded the media.
9 Specifically, the Court took issue with “[t]he portion of the collective bargaining agreement that
10 provides that the State will not release employee information to the press creates an amendment
11 to the open records law.” *Id.* at 722. Clearly that is not what the Union’s proposal does.

12 In short, the Union’s proposal does not affect public records. Under its offer, any person
13 may view body camera footage at any time. Supervisors may still view body camera footage at
14 any time. But, if the supervisor is seeking a policy violation, he or she must give notice and
15 provide due process pursuant to NRS Chapter 289.

16 *ii. The Union’s proposal does not conflict with NRS 289.830’s mandate that*
17 *law enforcement agencies have body camera policies.*

18 NRS 289.830 obligates law enforcement agencies to adopt policies and procedures
19 governing the use of body cameras. It also requires that there be disciplinary rules for officers
20 who don’t abide by those policies. The Union’s offer for body cameras does not conflict with
21 this statutory obligation. The Union’s offer requires that the State’s policies and procedures
22 governing discipline arising out of a supervisor’s viewing of body camera footage provide due
23 process. A supervisor can be tasked with reviewing body camera footage for compliance with
24 NRS 289.830. But when the supervisor sees a policy violation, he or she must provide the officer
25 due process.

26 This portion of statute is housed in Nevada’s Peace Officer Bill of Rights. It requires that
27 a notice of investigation be given to officers and that the officer be provided due process. *See*

1 NRS 289.057 (obligating an investigation after a complaint); *see also* NRS 289.060 (outlining the
2 notice an investigation requirement for the investigation arising out of NRS 289.057). The State
3 is permitted to discipline an officer for violating a policy or procedure, absolutely, however, it
4 needs to provide due process in administering discipline.

5 Assuming, *arguendo*, the State is right that the offer infringes on NRS 289.830, the
6 discipline process for complying with the policies and procedures the State is required to adopt
7 are still mandatory subjects of bargaining, which is explained below.

8 *iii. The Union's proposal does not infringe on management rights.*

9 The Union's offer does not infringe on a management right; "discharge and disciplinary
10 procedures" are a mandatory subject of bargaining. *See* NRS 288.150(i). As such, the State's
11 administration of discipline after viewing body camera footage, and the way it conducts
12 investigations into discipline, are not "management rights."

13 The State argues that the "quality of service" exemption in NRS 288.150(3)(c)(3)
14 somehow precludes this due process issue from being negotiated. "Quality of service" is
15 undefined in statute. However, it refers to the quality of the service officers provide. This means
16 the State can dictate the script an officer follows when he or she approaches the vehicle. The
17 State can dictate the minimum amount of time an officer spends with a vehicle during each traffic
18 stop. And the State can dictate minimum qualifications—such as proficiency in English—so that
19 an officer can provide a certain quality of service. It does not mean that the State can refuse to
20 negotiate due process rights because unilateral discipline without due process may lead to a better
21 "quality of service." To read this portion of statute any other way would lead to absurd results
22 that conflict with the State's obligation to negotiate "discharge and disciplinary procedures." *See*
23 NRS 288.150(i); *see also Orion Portfolio Servs. 2, LLC v. Cty. of Clark ex rel. Univ. Med. Ctr.*
24 *of S. Nev.*, 126 Nev. 397, 403, 245 P.3d 527, 531 (2010). The State is essentially arguing that the
25 effect of this offer is to lower the quality of service the State provides, which is not a reason it
26 conflicts with Statute.

27 ///

1 “Quality of service” does not mean the State can refuse to negotiate discipline because it
2 leads to better service. First, case law establishes that “quality of service” being a management
3 right doesn’t preclude negotiated due process and restrictions on discipline. *See, e.g., American*
4 *Federation of State, County and Mun. Employees, AFL-CIO v. State*, 529 N.E.2d 534, 557 (Ill.
5 1988) (“While it is not the function of an arbitrator to usurp management's right to define quality
6 of service, “the fairness of penalties imposed for faulty work may be closely scrutinized by
7 arbitrators.” . . . Thus, in a discipline case, the arbitrator is not exercising control over the
8 standards of quality of service; rather, he is simply determining whether the “punishment fits the
9 crime.”). Second, other collective bargaining agreements in the State of Nevada place limitations
10 on viewing files and seeking records. For instance, the Las Vegas Metropolitan Police
11 Department and its union negotiated a voluntary identification program in its random drug policy.
12 Now, if an employee is randomly drug tested, that employee may notify his taking illicit
13 substances and the employee will not be punished. *See Article 24, LVMPD-LVPPA Collective*
14 *Bargaining Agreement*. He or she will be sent to treatment. Under the State’s understanding of
15 “quality of service,” this would be a minatory non-negotiable management right. Further, that
16 same contract in Article 25 limits access to personnel files unless there is a specific purpose,
17 which is outlined in the contract. Like the preceding clause, this is not precluded from
18 negotiations.

19 *iv. The State’s argument goes to the merits of the offer, not whether the offer*
20 *conflicts with Statute.*

21 The State makes a few additional arguments as to why the Union’s offer is bad policy.
22 The Union is not going to get into the weeds here. It will briefly address the argument that the
23 State needs to view body camera footage to achieve its goal. The Union agrees with this premise.
24 The State just needs to provide due process if it intends to discipline its employees for violations
25 it observes. Most of the State’s arguments are better suited under the analysis the Arbitrator will
26 conduct at the Arbitration. *See NRS 288.580(3)* (requiring consideration of factors normally
27 considered in collective bargaining agreements and other factors). The State’s arguments go to

1 the merits of the offer, not its legality. Unless there is a clear conflict with Statute, this Arbitrator
2 should not strike the offer from consideration without hearing evidence in support of the offer.

3 c. *Seniority.*

4 i. The Union's proposal does not infringe on management rights.

5 Negotiating seniority in collective bargaining agreements is well recognized in Nevada.
6 Nevada's Employee Management Relations Board (EMRB) established as much in a 1989 ruling
7 in favor of an Arbitrator's award after collective bargaining. *See County of Lyon v. International*
8 *Union of Operating Engineers, Local No. 39*, Case No. A1-045449 (October 4, 1989). There, the
9 EMRB determined that seniority is a subject of bargaining under NRS Chapter 288 and dismissed
10 the employer's argument that it infringed on a management right: "NRS Chapter 288 is a specific
11 and definite enactment . . . the County has provided no convincing arguments that seniority as a
12 criteria for certain personnel actions, as awarded by the factfinder, constitutes a violation of
13 Nevada law." *Id.* at p.8.

14 Further, every bargaining agreement the Union is aware of has some element of seniority.
15 Those collective bargaining agreements are overwhelmingly more protective on seniority than
16 the Union's offer. For instance, Las Vegas Metropolitan Police Department and its union's
17 agreement gives preference to senior members for "days off, in lieu of holiday, compensatory
18 time, bonus time, professional leave, and vacation," as well as "special assignments." *See Article*
19 *19*. There is no limit on seniority in that context—such as the limit in the Union's offer that
20 seniority only be a "tie-breaker"; instead, it is a mandate. Likewise, the Reno Police Protective
21 Association's collective bargaining agreement provides for seniority for working special events,
22 *see Article 39*, shift bids, *see Article 40*, and vacation, *see article 9*. Oregon's Highway Patrol
23 Association—the Nevada Police Union's counterpart—too has pages of seniority mandates in its
24 contract. *See Article 24, Collective Bargaining Agreement between State of Oregon and Oregon*
25 *State Police Officer's Association*.

26 The Union's proposed language is industry standard and does not violate a management
27 right. *See Horn v. City of Cleveland*, 674 Fed.Appx.511, 515 (6th Cir. 2017) ("[S]eniority matters

1 under the collective bargaining agreement “[o]nly when the qualifications of the two (2) or more
2 applicants are equal. . . In other words, seniority is a “tie breaker.”); *see also State of Rhode Island*
3 *Dept. of Health v. The Nat. Ass’n of Government Employees*, 2008 WL 4176773 (“It appears to
4 provide only that seniority will be the tie-breaker if all of the factor, including seniority and
5 qualifications, are equal for two or more candidates); *Fredrich v. Independent School Dist. No.*
6 *720*, 465 N.W.2d 692 (1991).

7 The State’s claim that the Union’s offer infringes on the management right to control
8 “content of a workday” is unpersuasive. The Union’s offer does not affect the State’s ability to
9 determine the content of a workday. The State can determine requirements of an officer and job
10 duties, which its seniority offer does not affect. And to the extent it does—affecting scheduling
11 and vacation—it is a mandatory subject of bargaining under NRS 288.150.

12 Put simply, the State’s concerns are invalid. If there is a safety or tactical basis for a
13 decision, then there would be no need for a tie-breaker. The State would have a legitimate reason
14 for not using the tie-breaker. The Union’s proposed language would only be triggered if all other
15 things were equal, intending to cover officers who, all things considered, are equal. The Union’s
16 goal is to avoid preferential treatment—which has long been a problem for state employees and
17 the Union’s members.

18 *ii. The State’s argument about the emergency is incorrect.*

19 The State argues that the Union’s offer infringes on the State’s ability to act in an
20 emergency. However, NRS 288.150(5)(b) provides a remedy in case of an emergency, allowing
21 an employer to “[t]ake whatever actions may be necessary to carry out its responsibilities in
22 situations of emergency such as a riot, military action, natural disaster or civil disorder. Those
23 actions may include the suspension of any collective bargaining agreement for the duration of the
24 emergency.” Accordingly, this is not an issue.

25 **V. Conclusion.**

26 The State is attempting to read broadly a portion of statute that is intended to be read
27 strictly. *See Cote H. v. Eighth Judicial Dist. Court*, 124 Nev. 36, 40, 175 P.3d 906, 908 (2008)

1 (internal quotation marks omitted). (“[S]tatutes with a protective purpose should be . . . construed
2 in order to effectuate the benefits intended to be obtained.”). It is attempting to preclude this
3 Arbitrator’s consideration of reasonable offers by using legal form over policy substance. The
4 Union prays this Arbitrator denies the motion to deem the Union’s offers withdrawn to allow for
5 a hearing on the merits.

6 Dated this 7th day of July 2021.

HUTCHISON & STEFFEN, PLLC

7
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law firm of HUTCHISON
3 & STEFFEN, LLC and that on the 7th day of July, 2021, I caused service a true and correct copy
4 of the **NEVADA POLICE UNION'S OPPOSITION TO STATE'S MOTION TO DEEM**
5 **NPU'S PROPOSALS WITHDRAWN PURSUANT TO NRS 288.575(1)**

6 by electronic mail to the following:

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EXHIBIT 1

EXHIBIT 1

Senate Bill 135 (2019)
Legislative History Expert Opinion
Sponsor Senator David Parks

- 1) The Nevada Police Union believes that Senate Bill 135 was not intended to require an agreement be reached before the end of session. The Nevada Police Union believes this reading of the law would allow a Governor to merely wait the union out until the end of session to avoid negotiating with a union about issues that require a financial expenditure. The State's attorneys have argued that the Nevada Police Union's failure to reach an agreement on the compensation article before the end of session now precludes the State from offering any form of compensation increase and that the State is no longer able to negotiate compensation. In sponsoring and introducing Senate Bill 135, did you intend for sine die to cut off opportunities for unions to negotiate compensation or financial expenditures? Please provide as much detail and insight as you feel appropriate:

As a primary sponsor of Senate Bill 135, there was no intent for legislative sine die to serve as a deadline for the conclusion of negotiations between bargaining units and the Governor's representative for negotiations. In fact, while there are specific timelines to commence the negotiation process, there is no specified deadline for the finalization of negotiations.

As an individual with local government labor negotiations experience, I have had first-hand public-sector experience negotiating collective bargaining contracts. Those negotiations seldom conclude on a predetermined schedule. Consequently, no specific deadline was placed in Senate Bill 135 for the termination or conclusion of labor negotiations.

- 2) The State last offer before the end of the Legislative session was for a 3% cost of living increase. The Union requested that the State preserve the amount of money equal to the 3% cost of living increase so that the Union could continue to negotiate how that money would be spent and allow the Arbitrator to determine who's offer was more reasonable. The State has now taken the position that it was unable to preserve the money, and that it was not required, to preserve the money for negotiations after the end of the Legislative session. Is this consistent with your understanding of Senate Bill 135? Please provide as much detail and insight as you feel appropriate:

The Executive Branch of the State of Nevada has authority to request appropriations from the Legislature to fund State programs and services. The Legislative Branch has authority to allocate funds for all State programs and services.

I was a member of the Nevada Legislature for 24 years (1996 - 2020) as well as a member of the two budget committees (Assembly Ways & Means and Senate Finance). It is not uncommon for these two committees to approve and close budgets with contingent appropriations that are tentative and require final approval once negotiations have concluded. The established budget closing process for such situations requires the Legislature to approve the allocation with a "Letter of Intent" which requires the affected agency to seek final approval prior to incurring any expenditure.

When the Legislature is not in session, ongoing finance and budgetary issues are handled by the Interim Finance Committee of the Legislature. The Interim Finance Committee (composed of

Senate Bill 135 (2019)
Legislative History Expert Opinion
Sponsor Senator David Parks

members of the Assembly Ways & Means Committee and Senate Finance Committee) administers a contingency fund for unanticipated expenditures, approves and allocates gifts and grants received between legislative sessions, and reviews state agency requests. This is precisely the process designed to address the current issues facing the Nevada Police Union in its negotiation with the Governor's representative for negotiations.

I attest to the truthfulness of the foregoing to the best of my knowledge and recollection,

A handwritten signature in cursive script, reading "David Parks", written over a horizontal line.

David Parks
Former Senator

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APPENDIX PAGE ONLY



APPENDIX H

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IN THE MATTER OF ARBITRATION

BETWEEN

NEVADA POLICE UNION,

Movant,

v.

STATE OF NEVADA,

Respondent.

Case Number: 210124-03033

**NEVADA POLICE UNION'S REPLY IN
SUPPORT OF MOTION TO CONSIDER
STATE'S COMPENSATION OFFER
WITHDRAWN**

The State's final offer conflicts with state law because it violates the State's obligation to negotiate wages. The State presented a non-offer to this Arbitrator; it says the Union can have nothing new and the State is no longer obligated to negotiate. In doing so, it revoked its prior offers. These offers were the result of months of negotiations. They gradually improved over time towards a middle ground. When the parties declared impasse and mediation failed, the parties were required by law to submit "their dispute" to an Arbitrator. The State did not do that. Instead, the State revoked its offer entirely to spite the Union for refusing to accept its offer before *Sine Die*. Its attempt to recharacterize NRS Chapter 288 in a self-serving manner completely ignores the plain language of the statute and the legislative intent behind collective bargaining for State employees.

1 This Arbitrator shouldn't allow the State to now claim that its unclear hands are tied. Even
2 if the State is correct that it cannot fund a contract; it is a self-imposed problem that should not
3 serve as punishment for the Union. The Union asked the State to preserve the money before *Sine*
4 *Die*. Nothing in law prevented the State from at least making the request. Yet, the State's
5 representatives failed to try. Instead, the State decided to punish the Union for not accepting its
6 offer. That said, the effect of the State's failure to earmark funds for the Agreement is not that
7 the parties can no longer negotiate compensation. It is merely that the Agreement will not be
8 funded until the Legislature appropriates funds, which is more difficult than before *Sine Die*.
9 Neither is the result that the Executive Branch would be acting in bad faith if it presented the
10 Arbitrator with its final negotiated offer. The Executive Branch can never guarantee funding for
11 any offer it makes. However, it must at least try to fund the agreement. And the Union has
12 presented multiple ways it can do that.

13 The flaw in the State's argument is the assumption that the agreement must be funded to
14 be effective. Nevada's statutory scheme governing bargaining is simpler than that. The Union
15 negotiates with the Executive Branch, they reach an agreement, and the Union hopes the
16 Legislature funds that agreement. In fact, Nevada requires that all agreements be subject to
17 legislative appropriation. *See* NRS 288.505 (requiring a non-appropriations clause). As much as
18 the Union would like it to, this Arbitrator's ruling cannot appropriate funds. The State's offer
19 cannot bind the Legislature. And under no circumstances can the outcome of collective
20 bargaining remove the Legislature's power of the purse. This Arbitrator does not have the ability
21 to bind the Legislature—or the Executive Branch for that matter—to spend money; he can bind
22 only the parties to the Agreement. If there is ambiguity in the statutory scheme, tie goes to the
23 Union. As a protective statute, NRS Chapter 288 should be liberally construed to achieve its goal.
24 And the State's request that an implied restriction be read into it runs counter to Nevada's canons
25 of statutory interpretation. *See Langon v. Washoe County*, 116 Nev. 115 ("If that were the intent,
26 it could have been clearly stated").
27

1 Every state that has addressed this issue has concluded that there can be an unfunded
2 agreement. The State did not address any of these arguments in its opposition. Other states have
3 already dealt with the less-than complicated instance where a legislature does not fund an
4 agreement. This Arbitrator should look to the Union's *Opposition* at pages five through seven.
5 Every state referenced allows for binding agreements that are unfunded. Nevada law is no
6 different.

7 Therefore, this Arbitrator can approve the Union's offer, deny the State's, and bind the
8 Union and the Executive Branch to an agreement. Any expenditure of funds is then subject to
9 an appropriations clause. As such, the Arbitrator does not need to decide whether the Legislature
10 will fund the agreement to grant the Union's motion to consider the State's offer withdrawn.
11 Then, at Arbitration, this Arbitrator can determine whether the Union's Offer is the best offer on
12 compensation and bind the parties.

13 While the Union does not need to establish funding to prevail on this *Motion*, there is a
14 process to fund the Agreement that is largely ignored by the State in its *Opposition*. The
15 Legislature can fund the agreement first thing during the next legislative session because the
16 Governor is able to request a bill at any time "*before . . . a regular session.*" NRS 218D.175(2).
17 This reading is consistent with other portions of appropriations that deal with inter-session
18 contracts. NRS 353.085 outlines the State's procedure for "payment of contract claims when no
19 legislative appropriation has been made." It requires the Board of Examiners determine the
20 contract is valid—such as the process outlined in NRS 288.555—and then the request for
21 appropriations is "transmitted to the Legislature on the first day of its next legislative session."
22 NRS 353.085(2). The State's only response ignores the plain language of the statute that allows
23 for funding of an agreement to occur "*before*" session in addition to during session. There is no
24 need to look to legislative history for this Arbitrator to conclude that the legislature can fund the
25 agreement. The Agreement would be valid and effective immediately; however, the funding
26 provisions would not be effective until the Legislature approves them. *See* NRS 288.505 (1)
27 ("Each Collective Bargaining Agreement must . . . include . . . a nonappropriation clause that

1 provides that any provision of the collective bargaining agreement which requires the legislature
2 to appropriate money is effective only to the extent of legislative appropriation.”).¹

3 Before responding to the specifics in the State’s *Opposition*, the State recently agreed to
4 a contract with AFSCME that allows for it to open compensation after *Sine Die*. This is explained
5 at length in the Union’s *Motion*. See p.11. The State now claims it is not taking a different
6 position with other unions. This Union finds that hard to believe. We only have AFSCME
7 contract to look at. The reopening clause provides for two negotiation sessions and then
8 arbitration. It would be impossible to complete these actions until after the Legislative session.
9 The State’s position at Arbitration—that it cannot fund an agreement after session—is not
10 compatible with the terms of the Agreement it just entered with AFSCME. This Arbitrator should
11 force the State to maintain its consistency with the Nevada Police Union even if it’s a Union that
12 has not endorsed the elected officials it represents.²

13 **I. The Nevada Legislature crafted NRS Chapter 288 to protect the rights of unions;**
14 **the State’s attempt to read in a limit that is not clearly expressed in statute runs**
15 **counter to the protective nature of the statutes and leading canons of**
16 **construction.**

17 The State ignores the protective nature of NRS Chapter 288. It aims to “protect the rights
18 of employees, the Executive Department and the people of the State” by “[r]equiring the State to
19 recognize and negotiate wages, hours and other terms and conditions of employment with labor
20 organizations that represent state employees.” NRS 288.400(2)(b)-(c) (identifying the
21 Legislatures “findings and declarations” in adopting SB 135). As such, if there is a dispute as to
22 the plain language of statute, it should be interpreted liberally “in order to effectuate the benefits
23 intended.” *Cote H. v. Eighth Judicial Dist. Court*, 124 Nev. 36, 40, 175 P.3d 906, 908 (2008)
24 (internal quotation marks omitted).

25
26 ¹The Union incorporates by reference its opposition to the State’s motion to consider the offer withdrawn, wherein it
27 references multiple other states statutory schemes and how they too allow for an unfunded agreement.

²See, e.g., Local 4041 AFSCME, “Steve Sisolak: In His Own Words,” <https://www.nvafscme.org/steve-sisolak-his-own-words>.

1 The Statutory scheme does not cast a hard deadline on negotiating compensation. Nevada
2 has long recognized the canon of statutory interpretation that limiting language for a statute, if
3 intended, would be clearly stated. *Clark County Sports Enter., Inc. v. City of Las Vegas*, 96 Nev.
4 167, 174 (1980) (“Had the legislature intended exclusion, it would have specifically so provided
5 by language to that effect. This the legislature failed to do.”). If the Legislature intended *Sine*
6 *Die* to serve as a hard cut-off for negotiations, “the legislature would have indicated as much in
7 the statutes themselves so the judicial would not be required to divine such a rule out of thin air.”
8 *State Indus. Ins. Sys. V. Woodall*, 106 Ne. 653, 657 (1990). Rather than assuming the State would
9 articulate this stance using complicated rationale, “language to that effect could easily have been
10 inserted in the statute.” *State, Dep’t of Motor Vehicles and Pub. Safety v. Brown*, 104 Nev. 524,
11 526 (1988). Further, the Nevada Supreme Court does not read into statute implied limiting
12 language. See *Seaborn v. First Judicial Dist. Court*, 55 Nev. 206 (1934) (“If the legislature had
13 intended to make the procedure [] exclusive, they could have easily included words of a restrict
14 nature.”); *State ex rel. Kendall v. Cole*, 38 Nev. 215, 237 (1915) (“They did not say so, and we
15 would be violating a fundamental rule of constitutional interpretation to hold that they said what
16 they did not say.”).

17 **II. The State’s actions continue to show the practical implications of a strict**
18 **interpretation of statute.**

19 The State continues to negotiate in bad faith. Friday, July 9, 2021, at 9am the parties were
20 scheduled to have a negotiation with the mediator present. The day before, the Union’s attorney
21 spoke with multiple attorneys from the State. The attorneys confirmed there would be a
22 negotiation that Friday. The night before the mediation, at around 8pm, the Union’s attorney
23 received notice that the State would not be appearing for the Friday morning negotiation. The
24 Union understood that the State required the Union offer the State’s last offer before Arbitration—
25 a 3% salary increase, a withdrawal of the body cameras article, a revised seniority offer—to even
26 appear for the negotiation. The State also wanted the Union to propose for the State to conduct a
27 study of longevity pay and compensation.

1 The Union tells the Arbitrator this to illustrate the effects of interpreting statute in a way
2 that forecloses Arbitration over compensation, and to illustrate the State does not even believe its
3 interpretation of the law is correct. Either way, the State has again acted in bad faith: cancelling
4 a negotiation the night before at nearly 8pm.

5 **III. This Arbitrator has statutory jurisdiction to determine that the State's**
6 **compensation offer conflicts with Statute or is otherwise inconsistent.**

7 The Parties agree that the Arbitrator can determine the State's final offer conflicts with
8 Statute. As such, it doesn't matter that the Union could have proceeded with an EMRB
9 Complaint.³ The Statutory scheme expressly permits the Arbitrator to determine whether the
10 Final Offer conflicts with Statute subject to only two inapplicable exceptions. See NRS
11 288.575(1). Unless either party's argument is that the offer conflicts with NRS Chapter 284 or
12 287, this Arbitrator has jurisdiction to determine there is a statutory conflict. Neither of those
13 exceptions apply.

14 The Union established that the State's final offer conflicts with statute for two reasons.
15 First, it is regressive and violates the State's obligation to negotiate wages. The parties negotiated
16 for months. When the outcome of negotiations did not go the State's way, the State revoked its
17 offer and proceeded to Arbitration. This violates the State's duty to negotiate wages and to
18 negotiate in good faith. See NRS 288.575(4) ("During arbitration, the parties retain their
19 respective duties to negotiate in good faith."); see also NRS 288.150(1)-(2)("[E]very . . . employer
20 shall negotiate in good faith . . . salary or wage rates or other forms of direct monetary
21 compensation."); NRS 288.270 (1)(e) ("It is a prohibited practice. . . to . . . [r]efuse to bargain
22 collectively in good faith . . . [during] the entire bargaining process.").

23 The State's final offer is a per se violation of statute and per se bad faith. See *Las Vegas*
24 *Police Protective Association Metro, Inc., vs. City of Las Vegas, Nevada*, Nevada Employee

25
26 ³It is interesting that the State is now insisting the Union should have filed an EMRB Complaint. Only a week ago it
27 insisted that the Union not file an EMRB complaint over the State's regressive offer because both parties agreed the
Arbitrator should decide the issue. This Arbitrator should consider this claim waived as it contradicts the State's
prior position. Further, the State claims that the Union's factual allegations in its motion are not supported or sworn.
That is incorrect. The Union's attorney signed the pleading attesting to its accuracy, based on his knowledge.

1 Management Relations Board, Case No. A1-045461 (8/15/90) (“Unilateral changes by an
2 employer during the course of a collective bargaining relationship concerning matters which are
3 mandatory subjects of bargaining are regarded as “per se” refusals to bargain.”). This Arbitrator
4 should determine the offer conflicts with statute because “any attempt to unilaterally implement
5 changes prior to the exhaustion of procedures promulgated under the public bargaining statute
6 constitutes a prohibited practice.” *Id.*

7 The second violation of Statute is that the State submitted an offer drastically different
8 than any offer proposed before impasse, which violates NRS 288.310. The State was obligated
9 to maintain its 3% compensation offer under both Nevada statute and recognized case law. *See*
10 NRS 288.410 (requiring the parties to “submit *their* dispute” to an arbitrator for “a final and
11 binding decision.”); *see also N.L.R.B. v. Crompton-Highland Mills*, 337 U.S. 217, 225 (1949)
12 (holding that an NLRB order requiring an employer to cease and desist its unilateral change in
13 proposal after impasse because its position was “substantially different from, or greater than, any
14 which the employer has proposed during its negotiations with such representative.”).

15 Simply, the Union entered Arbitration assuming, reasonably, that the State’s offer at
16 Arbitration would be the offer it presented to the Union before the parties moved to Arbitration.
17 The State’s only defense to its regressive offer is that it cannot negotiate compensation after *sine*
18 *die*. This is not true and is not supported by Statute. If this were intended, the Legislature would
19 have said so. The Nevada Supreme Court recognizes that if the Legislature intended something,
20 it would have said so. *See Binegar v. Eight Judicial Dist. Court*, 112 Nev. 544, 549 (“The
21 Legislature could have put such limiting language in NRS 174.089(1) but chose not to do so.”).

22 **a. This Arbitrator has jurisdiction over bad faith claims. He can and should**
23 **determine the State acted in bad faith. But, he does not need to in granting**
24 **the Union’s Motion.**

25 The Union’s position does not require the Arbitrator to determine the State acted in bad
26 faith, but the Arbitrator has the authority to do so if he chooses. NRS 288.575(4) obligates the
27 parties to continue to negotiate in good faith during the Arbitration process. This section of statute

1 outlines the process of arbitration, relying on the Arbitrator's inherent authority to regulate the
2 parties before him. *See ReliaStar Life Ins. Co. of N.Y. v. EMC Nat. Life Co.*, 564 F.3d 71 (2nd
3 Ct. App. N.Y. 2009 (An Arbitration clause "confers inherent authority on arbitrators to sanction
4 a party that participates in the arbitration in bad faith and that such a sanction may include an
5 award of attorney's or arbitrator's fees").

6 The State argues the EMRB has exclusive authority over bad faith claims. There is a
7 reason why the State does not quote a line from either statute, regulation, or case law that supports
8 this conclusion. It's not accurate and it is not supported by statute. NRS 288.625 allows for a
9 party to file a complaint with the EMRB to establish there has been bad faith. It does not require
10 a party to file that complaint with the EMRB, nor does it exclude an Arbitrator from making this
11 determination. And in no way does it exclusively obligate parties making bad faith claims to file
12 with the EMRB.

13 Again, the State's attorneys insisted that the Union not file its EMRB complaint because
14 it wanted the Arbitrator to decide the issue. The Union agreed. As such, the State's new claim
15 that this Arbitrator cannot assess whether the State's actions violate statute is itself in bad faith.

16 **b. The Arbitrator can and should award the Union fees and costs.**

17 NRS Chapter 38 governs Arbitrations in Nevada. It allows for attorney fees and costs to
18 be awarded "if such an award is authorized by law in a civil action." NRS 38.238(1). NRS 18.010
19 provides that authorization when a court determines that claim or defense "was brought or
20 maintained without reasonable ground or to harass . . ." NRS 18.010(2)(b). Therefore, Nevada's
21 Chapter 38 supersedes the generic American Rule the State relies on in opposing the Union's
22 request.

23 Likewise, the Ninth Circuit has rejected a challenge to an arbitration award of attorney's
24 fees, recognizing a bad faith exception to the general "American Rule" that each party bears its
25 own attorney's fees. *See Todd Shipyards Corp. v. Cunard Line, Ltd.*, 943 F.2d 1056, 1064 (9th
26 Cir.1991). The court explained: "Federal law takes an expansive view of arbitrator authority to
27 decide disputes and fashion remedies.... In light of the broad power of arbitrators to fashion

1 appropriate remedies and the accepted 'bad faith conduct' exception to the American Rule, we
2 hold that it was within the power of the arbitration panel in this case to award attorneys' fees."
3 *Id.*; see also *Marshall & Co. v. Duke*, 114 F.3d 188, 190 (11th Cir.1997) (noting that parties raised
4 no jurisdictional challenge to attorney's fee award, but observing that, "[i]n any event, the
5 arbitrators have the power to award attorney's fees pursuant to the 'bad faith' exception to the
6 American Rule that each party bears its own attorney's fees").

7 The State's reliance on Hawaii case law is misguided. There, the Court analyzed Hawaii
8 Revised Statutes that were distinct from Nevada's Revised Statutes. This Arbitrator should defer
9 to the governing law in Nevada that allows for attorney fees and costs and ignore case law
10 interpreting inapplicable statutes.

11 This Arbitrator should award attorney fees and costs. The Union entered this Arbitration
12 assuming the State would keep its last, best, and final offer before impasse on the table. As a
13 result of the State's regressive offer before this Arbitrator, the Union has had to engage in
14 extensive and unnecessary briefings while the State advances a novel argument that has been
15 denied by every Court in which it has been made. See *Public Employees' Local 71 v. State*, 775
16 P.2d 1062 (Alaska 1989) (rejecting union's challenge to legislative resolution refusing to fund
17 negotiated pay raise; monetary terms of agreement not effective until funds are appropriated by
18 the legislature, at its discretion); *Suffolk County v. Labor Relations Comm'n*, 15 Mass. App. Ct.
19 127, 444 N.E.2d 953 (funding by legislature for negotiated raises and bonuses could not be
20 compelled); *Minnesota Educ. Ass'n v. State*, 282 N.W.2d 915 (Minn. 1979) (upholding legislative
21 reduction of salary increase from 18% to 14% as part of legislature's final control over
22 appropriations); see also STEPHEN F. BEFORT, PUBLIC SECTOR BARGAINING: FISCAL CRISIS AND
23 UNILATERAL CHANGE, 69 Minn. L.Rev. 1221, 1243-45 (1985) (legislative power over
24 appropriations combined with definition of the executive as the employer results in potential for
25 unilateral change of agreements if legislature fails to appropriate all funds necessary to implement
26 a contract; notes that "courts consistently have refused to enforce the financial provisions of state
27 employee agreements in the absence of an express legislative appropriation").

1 **IV. The lack of legislative guarantee that the agreement will be funded is irrelevant.**

2 Every agreement reached between the State’s representatives and a union is an unfunded
3 agreement. This is how Nevada’s statutory scheme works. *See* NRS 288.505 (requiring a non-
4 appropriations clause). Other States who have addressed this issue overwhelmingly side with the
5 party arguing there can be an unfunded agreement. *See United Faculty of Florida v. Board of*
6 *Regents*, 365 So. 2d 1073 (Fla. 1st DCA 1979) (legislature not required to fund public employees’
7 collective bargaining agreement); *see also Holmes Cnty. Teachers’ Ass’n*, 9 F.P.E.R. ¶ 14207, at
8 401 (1983) (“The collective bargaining agreement to which the petitioner is a party did not divest
9 the [l]egislature of its constitutional powers in the appropriation of public monies” pursuant to
10 section 447.309(2)); *District 2A, Transp., Technical, Wrhse., Indus. & Serv. Employees Union v.*
11 *Government of the Virgin Islands*, 794 F.2d 915 (3d Cir. 1986) (legislature not required to
12 appropriate funds to honor impasse arbitration award regarding salaries for public employees).

13 This is consistent with legislative history. Senator Kiechefer asked one of Senator Parks
14 co-presenters at a legislative hearing whether the contract could be executed but the salary levels
15 not actually change. *See May 29, 2019 Senate Committee on Finance* p.56. The response agreed
16 with the Union’s position.

17 **a. The State’s argument that the Pay Bill precludes subsequent funding is**
18 **inaccurate.**

19 There is no conflict with the Pay Bill. The Union understands that its request for funding
20 the agreement would require future legislative action. And just because there is a bill that gives
21 employees without unions a cost-of-living increase does not preclude future legislative action that
22 funds an agreement. Budgets are adjusted all the time. The portion of the Bill the State relies
23 upon should be read harmoniously with the State’s obligation to negotiate compensation. *See*
24 *NRS 288.150*. And this Arbitrator should read the laws in harmony to achieve their purpose. *See*
25 *State ex rel. Howell v. LaGrave*, 23 Nev. 373, 379, 48 P.193 (1897) (“The Rule that courts are
26 bound to uphold the prior law if it and a subsequent one may subsist together, or if it be possible
27 to reconcile the two together is well established”). Further, if the Legislature intended there to

1 not be subsequent negotiations of compensation, it would have said so in NRS Chapter 288.
2 *Binegar v. Eighth Judicial Dist. Court*, 112 Nev. 544, 549, 915 P.2d 889 (1996) (“The legislature
3 could have put such limited language in NRS 174.089(1) but chose not to do so.”).

4 The State’s use of the phrase “maximum allowed salaries” in its opposition is a misnomer.
5 There is no portion of the Pay Bill that states the maximum allowed salaries for the Union’s
6 members is a 1% pay increase. The Pay Bill sets a floor and does not prevent a future legislature
7 from modifying pay. Further, the statutory scheme allows for the next legislature to fund the
8 Agreement, which is expressly contemplated for inter-session contracts in NRS Chapter 218D, or
9 if there is an exceptional circumstance. The Union presents its explanation contained in Page 9
10 of its *Opposition*:

11 The State ignores the exception outlined in NRS 218D.105. When there are “exceptional
12 circumstances” and the “Legislature is not in a regular session,” the “Legislative commission . . .
13 may grant a waiver . . . after the time limits in NRS 218D.175.” *Id.* And under this exception,
14 there is a waiver to the time limit prescribed in NRS 218D.175, which disproves the *exclusio*
15 *unius* analysis the State uses in its *Motion*. Under Nevada law, there is an exception to the
16 requirement that the Governor submit a bill request for funding before sine die when there is an
17 exceptional circumstance. The State’s reading of statute ignores this statutory exception.
18 Certainly, an arbitration over the Union’s first collective bargaining agreement with the State
19 constitutes an exceptional circumstance.

20 Further, the Governor can fund the agreement first thing during the next legislative session
21 because he is able to request a bill at any time “*before . . . a regular session.*” NRS 218D.175(2).
22 This reading is consistent with other portions of appropriations that deal with inter-session
23 contracts. NRS 353.085 specifically outlines the State’s procedure for “payment of contract
24 claims when no legislative appropriation has been made.” It requires an opinion from the Board
25 of Examiners that a contract is valid—such as the process outlined in NRS 288.555— “shall be
26 transmitted to the Legislature on the first day of its next legislative session.” NRS 353.085(2).
27 This Arbitrator should read both portions of Statute in harmony, and the Union has presented the

1 only way to do so. *See State, Div. of Ins. V. State Farm Mut. Auto. Ins. Co.*, 996 P.2d 482, 486
2 (2000). The Union’s Contract could, therefore, be funded the first day of the next Legislative
3 session.

4 **b. There is no conflict with NRS 353.235(3).**

5 NRS 353.235(3) prevents an appropriation of money without legislative approval. This
6 assumes there is an appropriation as a result of this Arbitrator’s ruling, which there is not.

7 **V. The legislature did not limit negotiations to align with legislative session.**

8 This Court should only look past the plain language of the Statute if there is ambiguity.
9 In applying the rules of construction, reviewing bodies first attempt to discern the legislative
10 intent from the plain meaning of the words in the statute. *Cleghorn v. Hess*, 109 Nev. 544, 548,
11 (1993). Additionally, the Court “will not look beyond the plain language of the statute, unless it
12 is clear that this meaning was not intended.” *State v. Quinn*, 117 Nev. 709, 713, (2001).

13 Here, the legislative intent is clear. We may negotiate and arbitrate after any hard
14 deadlines so long as the parties agree, which we did. The Governor may then introduce a bill to
15 fund the agreement at the beginning of the next legislative session, as is explained above.
16 Therefore, there is no reason to look to legislative history.

17 **a. If the Court looks to Legislative History, it should defer to the Bill’s sponsor**
18 **and presenter, Senator Parks.**

19 This Arbitrator should not buy the State’s attempt to exclude Senator Parks’ statement.
20 Senator Parks sponsored and presented the Bill. He has extensive experience in Government and
21 will testify to different funding mechanisms available at Arbitration. The State’s request that his
22 statement be struck from the record also ignores Nevada law governing Arbitration. “[A]n
23 arbitrator is not bound by the formal rules of evidence and enjoys wide discretion to admit or
24 exclude evidence.” *See Fong v. MGM Mirage Intern. Marketing, Inc.*, 128 Nev. 896, n. 3, 381
25 P.3d 612, n.3 (2012) (*quoting* NRS 38.231(1) (an arbitrator has the authority to “determine the
26 admissibility, relevance, materiality and weight of any evidence”))). Senator Parks is not merely
27 an “individual legislator[] who cast [his] vote for” collective bargaining. *See A-NLV-Cab Co. v.*

1 *State, Taxicab Auth.*, 108 Nev. 92 (1992). He was the key sponsor and presenter of the Bill that
2 led to collective bargaining at every hearing. *See Legislative History.*

3 The State is well-aware that Senator Parks will be available for examination at the
4 Arbitration, as the Union already disclosed him as a witness. As such, this Arbitrator should not
5 consider their claims that the Statement is not an affidavit. But if it does, the Arbitrator is not
6 bound by the formal rules of evidence. *See Fong*, 128 Nev. at n.1. The Union clearly didn't
7 manufacture a statement and Senator Parks signed the Statement under oath, attesting to its
8 truthfulness. Senator Parks spent decades in public service. He wouldn't lie for a Union.

9 The State's argument is perplexing because it too has relied on after-the-fact testimony
10 from a legislator—though its legislator was not the bill sponsor—in relying heavily on Assembly
11 Woman Carleton's testimony in its *Motion*. The State cannot have its cake and eat it too. The
12 point of Arbitration is to ease the process in a less formal manner so that the correct conclusion
13 can be reached.

14 **VI. The Governor does not have ability to supersede provisions of the budget.**

15 The Governor's "proposed executive budget" is the budget proposal submitted to the
16 Nevada Legislature before the Legislative Session. *See Nev. Const. Art. 4 Sec. 2* ("The Governor
17 shall submit the proposed executive budget to the Legislature not later than 14 calendar days
18 before the commencement of each regular session."). Because the budget must be kept secret
19 before it is introduced, the State may not negotiate as part of collective bargaining. *See NRS*
20 *353.205* ("The proposed budget for the Executive Department of the State Government . . . [is]
21 confidential until the Governor transmits the proposed budget to the Legislature."). Consistent
22 with the confidential nature of the proposed budget, the State's team took the position it could not
23 negotiate compensation until the budget was released.

24 Because the Governor cannot negotiate compensation with a confidential budget prior to
25 transmission of his "proposed executive budget," NRS 288.510 allows the Governor to include
26 any amount of money the Governor deems appropriate for salaries and other forms of direct
27 compensation. NRS 288.510 provides a shield to prevent unfounded bad faith claims in front of

1 the EMRB, by preventing a union from arguing the Governor acted in bad faith because he or she
2 failed to negotiate before introducing his proposed biennial budget.

3 However, the “proposed executive budget” is not the budget that the Legislature passes,
4 and the statutory scheme governing collective bargaining gives the Governor an avenue to
5 propose an amendment the Legislature’s budget that is consistent with a collective bargaining
6 agreement for direct compensation. It is important to have context. The Nevada Legislative
7 Counsel Bureau, in its Executive Summary of Senate Bill 211, submitted in 2019, explained this
8 distinction between the proposed budget and the Legislative budget:

9 The State Budget Act prescribes the procedures for the proposal of
10 the budget for the Executive Department of the State Government .
11 . . . The Legislative and Judicial Departments of the State
12 Government, the Public Employees Retirement System and the
13 Tahoe Regional Planning Agency are required to submit their
14 budgets to the Legislature for approval and to the Chief of the
15 Budget Division of the Office of Finance in the Office of the
16 Governor . . . in preparing the proposed executive budget the
17 budgets which they propose to submit to the Legislature.

18 The budget that the Legislature adopts is not the “proposed executive budget,” it’s just the
19 budget. And once the Legislature has the proposed budget from the Governor, the Governor may
20 request an amendment “before or during a regular session” to fund the agreement, pursuant to
21 NRS 218D.175.

22 The Governor’s Office even deems its introduced budget as the proposed biennium
23 budget. *See Nevada Budget Overview 2019-2021*, note b, Guinn Center (“Its official name for
24 the upcoming biennium is “Governor Sisolak’s Proposed Executive Budget for the 2019-2021
25 Biennium as submitted to the Legislature.”); *see also State of Nevada Executive Budget, 2019-*
26 *2021*, p. 106 (“The Governor is required to . . . submit a proposed executive budget at each regular
27 session of the Legislature.”).

28 This is consistent with the stance the State has taken throughout negotiations and the
29 requirement that the State keep the Governor’s proposed budget private before it is transferred to

1 the Legislature. At multiple negotiations, the State claimed it could not negotiate the Governor's
2 proposed budget until it is transferred to the Legislature.

3 Dated this _13th_ day of July 2021.

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APPENDIX PAGE ONLY



APPENDIX I

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IN THE MATTER OF ARBITRATION

NEVADA POLICE UNION,

Movant,

v.

STATE OF NEVADA,

Respondent.

Case Number: 210124-03033

**NEVADA POLICE UNION PRE-
ARBITRATION BRIEF**

Movant, NEVADA POLICE UNION ("NPU"), by and through its undersigned counsel of record, hereby provides pre-arbitration brief for its Arbitration with the State of Nevada.

I. Introduction

This Arbitration is about compensating State law enforcement officers better and treating them as they deserve. Only the Union's final offer provides an avenue for State law enforcement to be compensated fairly. Only the Union's final offer creates an incentive for tenured and well-trained officers to continue working in the State system. And only the Union's final offer takes steps to prevent favoritism, a long-rampant problem in State government. As such, this Arbitrator should consider the repercussions for state employees of the State's failure to even extend its offer from before Arbitration. This Arbitrator should presume the Union's offer is reasonable and not hold it accountable for the State's failure to advance a reasonable and good faith argument into this Arbitration.

1 Since the first day of this Arbitration, the Union has sought to make policing better in
2 Nevada. Early on, the Union made clear that it wanted higher educated and better trained officers.
3 It presented the State with several options to achieve this goal and the State shot down all of them.
4 For example, it sought to mandate training in areas like conflict de-escalation, cultural awareness,
5 and mental health so that our officers could respond to crises more effectively. The State said no.
6 Thankfully, this Arbitrator can assess some of the Union's other solutions. Its final offer seeks
7 to ensure higher educated officers are patrolling our streets by incentivizing education and
8 rewarding officers for their levels of education. Its final offer provides education incentives so
9 that educated officers can keep Nevada safe. Its final offers provide an avenue for better trained
10 officers to stay in the State system. To achieve this goal, the Union seeks to reward long-standing
11 officers with better pay, as is common with most other unions. The Union also wants to make
12 seniority mean something in the State system. The Union prays this Arbitrator finds those goals
13 reasonable and adopts the Union's final offer.

14 **II. Standard of Review**

15 NRS 288.500 outlines the process for this Arbitration. This Arbitrator should determine
16 whose final offer is more reasonable. To determine the more reasonable offer, the Arbitrator shall
17 compare the wages, hours and other terms and conditions of
18 employment for the employees within the bargaining unit with
19 wages, hours and other terms and conditions of employment for
other employees performing similar services and for other
employees generally.

20 NRS 288.589(3)(a).

21 In addition to the requirement that this Arbitrator consider wages, hours, and other
22 conditions of employment for similar employees, this Arbitrator shall consider: the financial
23 ability of the State to pay "with due regard for the primary obligation of the State to safeguard the
24 health, safety and welfare of the people" of Nevada. NRS 288.580(3)(b)(1). The Arbitrator
25 should also consider the price of consumer goods and other factors typically considered in
26 collective bargaining to determine wages and conditions of employment. *Id.*

1 **III. Argument**

2 *(1) The State's offer is inherently unreasonable because there is no compensation article.*

3 When the State of Nevada adopted state-wide collective bargaining, it "require[ed] the
4 State to recognize and negotiate wages, hours, and other terms and conditions of employment
5 with labor organizations that represent state employees." NRS 288.400(2)(b). This requirement
6 is again codified in later portions of statute: the Executive Branch must negotiate "salary or wage
7 rates or other forms of direct monetary compensation" with the Union. *See* NRS 288.150(2)(a)
8 (making compensation a mandatory subject of bargaining); *see also* NRS 288.500(2)(a)
9 (obligating the Executive Branch to negotiate the mandatory subjects of bargaining contained in
10 NRS 288.150(2)(a)); NRS 288.270(1)(e) (making it a prohibited practice to refuse to bargain over
11 mandatory subjects of bargaining during the "entire bargaining process, including mediation and
12 fact finding") (emphasis added).

13 The lack of a final offer that provides any form of compensation makes the State's final
14 offer inherently unreasonable. Every single other collective bargaining agreement awarded
15 members a salary increase is greater than the 1% approved for employees not represented by
16 collective bargaining agreements. For instance, AFSCME received a 3% increase in salary and
17 the ability to negotiate wages after the legislative session. The other law enforcement union
18 received a 4% increase in salary total. If this Arbitrator determines that the State's offer is more
19 reasonable, he will have to determine that the Union's members deserve only a 1% salary
20 increase, not the 3% percent or higher given to other unions in Nevada.

21 *(2) This Arbitrator should consider the Union's compensation offer reasonable.*

22 The Union's compensation article is reasonable and moves the State of Nevada towards
23 the goal of creating a better educated and more well-trained police force. The Union is seeking
24 to distribute the money offered by the State in a different way than the State would like. The
25 Union is not challenging the amount of money the State offered the Union. The State's last offer
26 was for a 3% salary increase, which it calculated as \$2,375,035. The Union, instead, would like
27 its members to have a 2% salary increase—which the State calculated at \$1,583,357—and have

1 the remaining available money be used to reward members who stay in the Department longer
2 than 10 years and/or those who have college degrees.

3 The Union offered to split the remaining \$791,678 as follows: (1) All employees with
4 greater than 10 years of service will receive annual bonus payments of \$1,500; (2) all employees
5 who have associate degrees, but not bachelor's degrees, shall receive annual bonus payments of
6 \$500; (3) all employees who have bachelor's degrees shall receive annual bonus payments \$900.
7 This amounts to less than the remaining \$791,678. This Arbitrator will hear from an expert
8 witness who will analyze the margin of error and in the Union's extrapolation from its survey
9 data. He will be able to confidentially tell this Arbitrator there is very likely to be enough money
10 available to fund the Union's request.

11 However, even if the State does not have enough money to fund the request, the State just
12 received upwards of 2.9 billion dollars. This money can be used to fund law enforcement salaries
13 and reward essential workers. This Arbitrator will see exhibits from the Union that show the State
14 will have a special session and must determine how to distribute the funds, which should include
15 a distribution of funds to pay for the Union.

16 The State claims that the Union's compensation offer is untenable because the State
17 cannot determine how many officers have bachelor's degrees or associates degrees. The State's
18 failure to keep this data should not be used against the Union.

19 This Arbitrator will also hear from the Police Union President who understands the pulse
20 of Nevada state law enforcement. The Union would prefer this use of money because it is in the
21 best interest of our membership and policing more generally. There are numerous studies on law
22 enforcement that overwhelmingly encourage better educated and longer serving officers. Studies
23 show that these officers are involved in less use of force incidents and make policing better.

24 The Union's offer also helps address a key factor in well-trained officers leaving the State.
25 As you will see at Arbitration, our members are paid far less than other officers in the State. This
26 Arbitrator will also see that the State wastes resources training law enforcement personnel who
27 leave the State system after only a few years for greener pastures. The Union's proposal will help

1 keep law enforcement personnel in the State system longer, so the State does not waste money
2 training.

3 This Arbitrator will see that both longevity and education incentives are common practice
4 in law enforcement collective bargaining agreements in Nevada. Given that NRS 288.580(3)
5 directs this Arbitrator to consider how similarly situated employees are treated, he should consider
6 that Nevada's state law enforcement personnel are falling similarly situated employees at local
7 agencies.

8 a. The Union has already extensively briefed the power of the purse arguments; they
9 are irrelevant to this Arbitrator's decision.

10 The Union expects the State to argue that the Union's position is unreasonable because it
11 forces an appropriation of money. As is explained extensively in the Union's motion practice
12 before this Arbitrator, this is not the case. This Arbitrator cannot appropriate funds. No
13 agreement with a union can appropriate funds. The parties can have an agreement that is effective
14 and subject to appropriation. In fact, that is how all agreements have to happen between the
15 executive branch and any union. As such, this argument does not bear on the scope of the
16 Arbitrator's authority in this matter.

17 This Union would refer this Arbitrator to its extensive briefing on this issue rather than
18 reiterate it here. The reality is: the State's argument has been defeated in every court the Union
19 is aware of. The Union prays this Arbitrator's decision is no different.

20 *(3) This Arbitrator should consider the Union's seniority article more reasonable than the*
21 *State's seniority article.*

22 The Union's offer on seniority seeks management to use a member's length of time in the
23 department as a tie-breaker for consideration of scheduling, equipment, mandatory overtime, and
24 leave. Given that the offer is a "tie-breaker," the State can consider without limitation any factors
25 it deems relevant and any criteria it would like to, such as safety or tactical decisions. However,
26 once it has considered those criteria and all things are equal, seniority should be the tie-breaking
27 factor.

1 The Union's proposal is best shown by example. Say a fire marshal who investigates
2 arson in rural Nevada and a trooper who patrols highways in Nevada both want a new vehicle.
3 The State has one ford f-150 with fireproof windows. Obviously, the State can determine the fire
4 marshal is more deserving of the new vehicle because it fits the marshal's duties and the need for
5 the State. However, if two troopers who work the same shift have the same vehicles with the
6 same amount of mileage on them, and all other things are equal, the trooper who is more senior
7 would receive the newer patrol vehicle.

8 The State's objection to the Union's final offer is perplexing given how similar it is to the
9 State's final offer. The State's final offer maintains the same "tie-breaking" method for
10 determining seniority. Though it makes the State's consideration optional. This type of policy
11 leads to preferential treatment and unhappy employees. Virtually every collective bargaining
12 agreement in Nevada includes seniority. There is no reason the negotiated agreement between
13 the Nevada Police Union and the State of Nevada should not.

14 This Arbitrator will hear at Arbitration that favoritism is rampant in the State system. He
15 will hear

16 Dated this _16_ day of June, 2021.

HUTCHISON & STEFFEN, PLLC

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CERTIFICATE OF SERVICE

I caused a copy of the **Nevada Police Union' Pre-Arbitration brief** to be served via Electronic Mail on the following individuals by being placed into an envelope bearing prepaid Certified Mail Postage and placed into the U.S. Mail on this __ day of April, 2021:

/s/ Alex Velto

Employee of Hutchison & Steffen, PLLC

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APPENDIX PAGE ONLY



APPENDIX J

IN ARBITRATION PROCEEDINGS PURSUANT TO NRS 288:575(1)
BEFORE ARBITRATOR CLAUDE DAWSON AMES

IN THE MATTER OF ARBITRATION,

BETWEEN

NEVADA POLICE UNION,

UNION,

V.

STATE OF NEVADA,

EMPLOYER

Re: Withdrawal of Proposed Offers

Case No. 210124-03033

ARBITRATOR'S
DECISION AND ORDER

I.

DECISION AND ORDER

Pursuant to the Nevada Police Union ("NPU", "Union" or "Representative") and the State of Nevada ("State", "Employer" or "Executive Department") Scheduling Order II A. (*Briefing Regarding Withdrawal of Offer Pursuant to NRS 288:575(1)*) and II B. (*Decision on Motion to Deem Withdrawn*) the Parties timely filed their Motions as follows:

A. Briefing Regarding Withdrawal of Offers Pursuant to NRS 288.575(1):

Any party requesting the arbitrator deem any portion of a final offer withdrawn in accordance with NRS 288.575(1), must file a written Motion with a Proposed Order served on opposing counsel

electronically not later than July 2, 2021. Any Opposition must be filed by July 7 with a Proposed Order after the date of the Motion to Deem Withdrawn. Any Reply must be filed not later than July 13. The Arbitrator will file the decision or response by July 16.

B. Decision on Motion to Deem Withdrawn:

The Arbitrator shall provide a decision on any motion to Deem Withdrawn prior to the commencement of the arbitration hearing.

The Employer filed its Last, Best and Final Offer (“LBFO”) regarding unresolved impasse bargaining issues, (i) Body Cameras; (ii) Seniority; and (iii) Compensation, on June 21, 2021 and amended its LBFO on June 30, 2021. The NPU filed its LBFO on the same unresolved bargaining issues on June 21, 2021 and amended its LBFO on June 25, 2021.

II

WITHDRAWAL OF PROPOSED OFFERS

A. State’s Motion to Deem NPU’s Proposals Withdrawn

On July 2, 2021, the State filed its Motion to Deem NPU’s three (3) Proposed impasse bargaining issues withdrawn from the arbitration process pursuant to NRS 288:575(1) and, being inconsistent with various statutes, as follows:

1. **Body Cameras:** NPU’s proposal must be withdrawn because it hinders the law enforcement agencies’ duty to enforce body camera rules under NRS 289.830 and violates NRS 289.830(1) Nevada Public Record. Without the ability to audit body camera footage, agencies would not be able to comply with their lawful duty under this statute. Further, NPU’s proposal unlawfully infringes upon management right under NRS 288:150(3).

2. **Seniority:** NPU's offer that seniority will be considered for the purpose of scheduling, equipment, mandatory overtime, etc., unlawfully seeks to bind the State on management's right and is outside the lawful scope of bargaining under NRS 288:150(3)

In contrast, the State's LBFO allows, but does not require, supervisors to consider seniority as a tie breaker on issues of scheduling and leave. Similar to NPU's issue on body cameras, its final offer seeks to bind the State to non-negotiable management rights.

3. **Compensation:** NPU's Final Offer [3%] must be deemed withdrawn because it exceeds the final amount [1% cost of living] appropriated by the Legislature for employee salaries for the 2021-2023 biennium. The authority to grant NPU any additional direct compensation rests exclusively with the Legislature, but now that the 2021 Legislative session has been concluded, there is no further opportunity to submit a compensation proposal to the Legislature in excess of its final appropriation [1% cost of living]. Given the legal impossibility of providing NPU what they seek [3%], NPU's compensation proposal must be deemed withdrawn from this arbitration in accordance with NRS 288:575(1).

B. NPU's Motion to Consider State's Compensation Offer Withdrawn

On July 2, 2021, NPU filed a motion to consider the State's offer withdrawn and finds the State's "final offer" for compensation appallingly anti-union, and directly contradicts the State's required obligation to "negotiate wages, hours and other terms and conditions of employment with labor organizations that represent state employees

NRS 288:400(2)(b).” The Arbitrator should consider the State’s final offer [1% cost of living] withdrawn and strike it from consideration because it violates NRS 288:150 – obligating the State to negotiate salary and wages. Nevada law is clear: the Executive Branch must negotiate “salary or wage rates or other forms of direct monetary compensation” with the Union. NRS 288:150(2)(a) and NRS 288:270(1)(e) (making it a prohibited practice to refuse to bargain over mandatory subjects of bargaining during the “entire bargaining process, including mediation and fact finding”).

The State’s “Final” unilaterally regressive offer for compensation is a recognized violation of NRS 288:150(2). “Unilateral changes by an employer during the course of collective bargaining relationship concerning matters which are mandatory subjects of bargaining are regarded as a “per se refusal to bargain.” *Las Vegas Police Protective Association Metro, Inc., vs City of Las Vegas, Nevada – Nevada Employment Relations Board, Case No. A1-045461 (8/15/90)*. Further, the State’s final offer cannot make changes that were not proposed during bargaining before impasse. The arbitration process requires that the parties “submit their dispute” to an arbitrator for “a final and binding decision.” NRS 288:410. But the State has chosen not to submit the parties’ dispute to arbitration and instead has chosen to remove any compensation as its final offer, which is a recognized bad faith action.

Finally, The State’s claim that collective bargaining for compensation must cease by *sine die* (“without day”) is not supported by statute. If the Legislature intended *sine die* to be the cut-off date for collective bargaining for compensation, it would have made that clear in statute. It did the opposite and gave the parties the ability to proceed to arbitration past the date in statute at their discretion. See NRS 288:515(3) (allowing the parties to

“begin arbitration on or before March 1 *or any later date set by agreement of the parties,*” and giving discretion to an arbitrator to release a decision after *sine die*. NRS 288.575(6).

III

DECISION

Having carefully reviewed all relevant statutes and State provisions in considering NPU’s Motion to Consider the State’s Compensation Offer Withdrawn, and the State’s Motion to Deem NPU’s Proposals Withdrawn, the Arbitrator finds as follows:

A. **NPU’s Motion to Consider the State’s Compensation Offer Withdrawn.**

The State’s final offer on compensation is found in conflict with NRS 288:150’s obligation requiring the State to negotiate wages with the Union and NRS 288:410, which [negotiations] continues throughout the entirety of the bargaining [process] which includes arbitration as expressly stated in NRS 288:575(4).

Therefore, for the reasons stated, the Arbitrator finds that NPU’s Motion to Consider the State’s Compensation Offer Withdrawn, is hereby **Granted**.

B. **State’s Motion to Deem NPU’s Proposals Withdrawn.**

The State’s Motion to Deem NPU’s [Three] Proposals Withdrawn are:

1. ***Body Cameras:*** The Arbitrator finds that NPU’s Proposal on Body Cameras conflicts or is otherwise found inconsistent with Nevada’s Public Records law (NRS 239.010). It places a limitation, through a contractual agreement, on a person’s right to view public records; and

conflicts or is inconsistent with NRS 289.830(1), because it interferes with law enforcement agencies' duty to implement policies and procedures under NRS 289:830(1). Therefore, for the reasons stated, the State's Motion to Deem NPU's Body Camera Proposal withdrawn, is hereby **Granted**.

2. Seniority: The State's Motion to Deem NPU's Seniority Proposal Withdrawn is hereby **Denied**. NPU's Seniority proposal is found not in conflict or inconsistent with State provisions.

3. Compensation: The State's Motion to Deem NPU's Compensation Proposal Withdrawn, is hereby **Denied**. NPU's Compensation proposal is found not in conflict or inconsistent with State provisions.

IT IS SO ORDERED.

Dated: July 16, 2021



CLAUDE DAWSON AMES, Arbitrator

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APPENDIX K

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

8
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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APPENDIX L



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July 21, 2021

Via Electronic Mail – tsundheim@ag.nv.gov to:

Tori Sundheim
Office of the Attorney General
100 N. Carson Street
Carson City, NV 89701
tsundheim@ag.nv.gov

Re: Nevada Police Union's Olive Branch for a Peaceful Resolution

Dear Ms. Sundheim:

The Union would like to move forward and stop the fighting. The future of relations between the Union and the State depends on our ability to reach a peaceful resolution. Our negotiations were contentious. We both defended the interests of our clients as best we could. This carried over into the motion practice preceding Arbitration, where we both vigorously advocated for our clients. But now, the circumstances have changed. We are at a cross roads. The Arbitrator's ruling can provide some finality and a path forward for us both. Or it can fracture the relationship—something we do not want. The Union wants to ensure its members believe the State supports them. It would like an agreement in place to ensure our employees working conditions improve. And it also want to ensure the State knows the Union will work with it to amicably resolve issues going forward.

To achieve these goals, it is in both of our interests to have a resolution that avoids a motion to vacate the Arbitration award. That way the Union and the State can jointly celebrate their first collective bargaining agreement. We propose a joint statement that we are proceeding forward with an agreement and language that the State and Union are working together from here on out. These actions would be a sign of good faith. More than just a symbolic showing of the State's support for its largest law enforcement union, the State and Union's cooperation on advancing an agreement would fundamentally change the parties' relationship.

The Union understands that the State would like clarity on a legal issue the Arbitrator decided. However, the Union does not think this clarity needed. It is unlikely we will find ourselves in this position again given that we will never be negotiating from scratch. The Union has also provided a path forward that does not force the State to violate its understanding of state law. A legal path to funding the agreement can include the Governor's action at the beginning of the next legislative session. Or, the Governor could include funding for the Union's contract in a special session, if he decides to call one. We understand the State has stood firm that the Union cannot force the Governor to call a special session. A discretionary action by the Governor would not contradict the State's position, nor would it violate NRS Chapter 288. The Union would graciously thank the Governor for either of these actions. These processes are explained in the Union's briefings before the Arbitrator, and I believe I have previously discussed them with you at various points. Neither of these paths infringe on the Legislative power of the purse or force the

State to agree to something it cannot do—making all commitments subject to legislative appropriation.

The Union is also skeptical that the State's motion to vacate the arbitration award will result in a Court order that answers the question the State wants answered. There are several ways the Court could respond to the motion, but few ways force the Court to decide whether there is a legislative timeline. We may disagree on this. However, our personal disagreement is less important than state employees. It is also less important than the Union-State relationship going forward.

The Union is hoping for a fresh start and a path forward that no longer involves litigation and contentious actions towards one-another. If you would like to discuss this path, please let me know your availability for a phone call.

Sincere regards,
HUTCHISON & STEFFEN, PLLC

A handwritten signature in blue ink, appearing to read 'Alex R. Velto', with a long, sweeping horizontal line extending to the right.

Alex R. Velto, Esq.
For the Firm

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APPENDIX M

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Attorney for Nevada Police Union

IN THE FIRST JUDICIAL DISTRICT COURT OF 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 OC 00129 1B

Dept. No.: 1

**NEVADA POLICE UNION'S
OPPOSITION TO MOTION TO
VACATE ARBITRATION AWARD AND
REPLY IN SUPPORT OF MOTION TO
CONFIRM ARBITRATION AWARD
AND REQUEST FOR ATTORNEY FEES
AND COSTS**

I. Introduction.

The State's sole argument is that the Arbitrator exceeded his power in striking the State's compensation offer, even though both parties agree he had authority to determine whether the offer conflicted with Statute and that striking the offer was the appropriate remedy, and the State's *Motion* fails to dispute its offer violated Statute. This argument does not overcome "the burden of proving, by clear and convincing evidence, the statutory or common-law ground relied upon for challenging the award." *News+Media Capitol Group LLC v. Las Vegas Sun, Inc.*, 137 Nev. Adv. 45, 2021 WL 4235010 (Sept. 16, 2021) (quotation omitted). Mere "errors of fact or law—even arguably serious ones—do not justify vacating an award. An Arbitrator's misinterpretation of [the parties] agreement constitutes an excess of authority only if the adopted interpretation is not even minimally plausible." *Id.* (emphasis added). The State failed to meet this exceedingly

1 high bar for the following reasons. First, the State waived its ability to challenge the Arbitrator's
2 power because it never opposed the Union's motion for a final decision. The State also insisted
3 that the Arbitrator had the power to determine whether the parties' offers conflicted with statute.
4 Second, the Arbitrator did not exceed his power because the parties agreed that he could consider
5 the State's offer withdrawn if it conflicted with statute under NRS 288.575. The State disliking
6 his decision after-the-fact does not justify vacating the award. At a minimum, the Arbitrator had
7 a "colorable justification" for his ruling. And, while the Arbitrator never determined the State
8 acted in "bad faith," he had the inherent authority to do so.

9 Because the parties agreed to submit the issue to the Arbitrator, the State's disagreement
10 with the Arbitrator's ruling is no basis for vacating the award. The State's argument erroneously
11 assumes the Arbitrator determined its offer was a "prohibited practice." First, the Arbitrator never
12 made this finding. Second, assuming *arguendo* that he did and that he had no inherent authority
13 to find the State in bad faith, the State's argument illogically presumes reverse causality. Just
14 because an action can be a prohibited practice does not mean a party must submit it to the
15 EMRB. *See* NRS 288.280 ("Any controversy concerning prohibited practices *may* be submitted
16 to the Board. . .") (emphasis added). A prohibited practice determination is a claim with a specific
17 remedy only the EMRB can provide. *See* NRS 288.625(1) ("To establish that a party committed
18 a prohibited practice . . . the party aggrieved by the practice must file a complaint with the
19 Board."). When the Board finds there has been a "prohibited practice," it has exclusive EMRB
20 remedies. *See* NRS 288.625(3).

21 The Arbitrator here had concurrent jurisdiction over the action but not the remedy. He
22 had authority to determine the State's offer conflicted with statute, but he lacked authority to
23 remedy that conflict by determining the State committed a "prohibited practice." This is likely
24 why the Arbitrator did not make a "bad faith" finding. Instead, his exclusive remedy under NRS
25 288.575(1)—and the parties' agreement—was to consider the offer withdrawn, which he did.

26 Put another way, the State's argument presumes that one possible remedy forecloses
27 another, when many actions have distinct remedies that can be provided only by distinct

1 actors. For example, the act of hitting someone's car window with a bat can subject a person to
2 criminal liability, which can only be brought by the District Attorney's office. But the vehicle's
3 owner can still bring a civil action for money damages. The District Attorney's office having
4 exclusive jurisdiction to label the action criminal does remove the vehicle owner's civil
5 remedy. Likewise, the Union had two choices when the State's final offer violated its obligation
6 to negotiate compensation. It could have remedied the action by filing an EMRB complaint for
7 the Board to declare the action a "prohibited practice," or it could have remedied the action by
8 having the Arbitrator determine the offer conflicted with statute and consider it withdrawn. The
9 Union chose the latter and the Arbitrator acted within his power to issue a final ruling.

10 While the State absolutely committed a "prohibited practice" during the Arbitration, the
11 Arbitrator never made that finding. His ruling avoided the issue entirely even though the Union
12 wanted him to sanction the State and make a "bad faith" finding. The Arbitrator's final order
13 only addressed the issue both parties agreed to—whether the Arbitrator had the authority to
14 determine either parties' offer "conflict[ed]" with or was "otherwise inconsistent with any
15 provision of state law." NRS 288.575 (emphasis added). Even though the State agreed the
16 Arbitrator had authority to decide this issue,¹ it now seeks judicial review because it doesn't like
17 how the Arbitrator ruled. That is not a reason to vacate the award and fails to meet the "burden
18 of proving, by clear and convincing evidence" that the Arbitrator exceeded his power. *Health*
19 *Plan of Nev., Inc. v. Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004). This
20 Court should, therefore, deny the State's motion to vacate, confirm the Arbitration award, and
21 award the Union attorney fees and costs in defending against it.

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26 ¹Both parties submitted motions to consider the other party's offers withdrawn arguing that they conflicted with
27 statute or were otherwise inconsistent. Both parties indicated there are only two portions of Statute the Arbitrator
could not rely on in finding a conflict (NRS 284 and NRS 287). Neither party made any other reservation in their
motions.

1 **II. Standard of Review**

2 A. *The standard of review for vacating an Arbitration award when a party claims the*
3 *Arbitrator exceeded his power is exceedingly high.*

4 “[T]he scope of judicial review of [an] arbitration award is limited and is nothing like the
5 scope of an appellate court’s review of a trial court’s decision.” *Health Plan*, 120 Nev. at 695,
6 100 P.3d at 176. Frankly, there are “high bars to clear.” *News+Media Capitol Group*, 137 Nev.
7 Adv. 45 (emphasis added). “The party seeking to attack the validity of an arbitration award has
8 the burden of proving, by clear and convincing evidence, the statutory or common-law ground
9 relied upon for challenging the award.” *Id.* (emphasis added). Those grounds do not include
10 “that the [Arbitrator] committed an error—or even a serious error.” *See Stolt-Nielsen*, 559 U.S.
11 at 671, 130 S.Ct. 1758. The parties to rely on an arbitrator with “specialized knowledge and
12 competence” to speed up litigation. *Clark Cty. Pub. Emps. Ass’n v. Pearson*, 106 Nev. 587, 597,
13 798 P.2d 136, 142 (1990). Therefore, “courts are properly reluctant to overturn an arbitration
14 award once rendered” in order “to preserve the efficiency and other benefits of arbitration.”
15 *News+Media Capitol Group*, 137 Nev. Adv. 45 at *4.

16 The State’s sole argument in its motion to vacate the Arbitration award is that the
17 Arbitrator exceeded his power. When reviewing whether an arbitrator exceeded his powers, this
18 Court should begin its analysis with the presumption that arbitrator acted within the scope of his
19 authority. *Health Plan*, 120 Nev. 689 at 697, 100 P.3d at 178. “Arbitrators exceed their powers
20 when they address issues or make awards outside the scope of [an agreement] . . . [B]ut arbitrators
21 do not exceed their powers if their interpretation of an agreement, even if erroneous, is rationally
22 grounded in the agreement.” *Health Plan*, 120 Nev. at 697-98, 100 P.3d at 178. The proper
23 question then is “whether the arbitrator had the authority under the agreement to decide an issue,
24 not whether the issue was correctly decided.” *Id.* at 698, 100 P.3d at 178. Therefore, this Court
25 should confirm the award “so long as the arbitrator [was] arguably construing or applying the
26 [agreement]” and the outcome had a “colorable justification.” *Id.*
27

1 **III. The State waived the arguments it is making in its Petition for Judicial Review**

2 A. *The State waived its ability to challenge the Arbitrator's final decision because it did not*
3 *oppose the Union's motion for a final order.*

4 The State waived its ability to challenge the Arbitrator's ruling that the State's offer
5 conflicted with statute because it did not oppose the Union's motion for a final order at the
6 Arbitration. If the State thought the Arbitrator's decision on the prior non-dispositive motion was
7 incorrect, it should have opposed the motion for a final order. *See Exhibit "1" of Respondent's*
8 *Motion*, p.1, Lines 21-22. As such, the State has waived this argument on appeal. *See, e.g. Old*
9 *Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (holding the Court does not
10 consider waived arguments raised for the first time on appeal).

11 B. *The State waived its ability to challenge the Arbitrator's authority because it agreed the*
12 *Arbitrator had authority to decide whether the State's offer conflicted with its statutory*
13 *obligation to negotiate wages.*

14 i. The State waived its ability to challenge the Arbitrator's authority to decide
15 whether its offer conflicted with its statutory obligation to negotiate wages
16 because it consented to the issue being before the Arbitrator.

17 The parties mutually agreed to have the Arbitrator decide whether the State's offer
18 conflicted with any portion of statute *at the insistence* of the State's legal counsel. While Union's
19 counsel objected to this reading of the Statute, the State's counsel wrote:

20 As NRS 288.575(1) is a new provision of law not afforded [SIC]
21 local governments, this is an important step that should be included
22 in the Scheduling Order. If we don't have a process for this, it would
23 prevent either Party from opposing the requested withdrawal but
24 also prevent the Arbitrator from narrowing the issues prior to the
25 hearing.

26 *See Email requesting briefing on withdrawal of offers under NRS 288.575(1) attached as Exhibit*
27 *"3" to the Union's Motion to Confirm the Arbitration Award.*

Because the Parties agreed to submit the issue to the Arbitrator, both parties waived their
ability to challenge the Arbitrator's authority to decide the issue. *See National Gypsum Co. v.*
Oil, Chemical & Atomic Workers Intern. Union, 1997 WL 358048 ("The scope of an arbitrator's
authority may also be defined by a submission agreement by the parties stating the issue(s) to be

1 decided by the arbitrator . . . where there is a submission agreement, that agreement . . . defines
2 the limits of the arbitrator's authority."); *see also Ales v. Anderson, Gabelmann, Lower &*
3 *Whitlow, P.C.*, 728 N.W.2d 832 (Iowa 2007) ("The agreement between the parties gave the
4 arbitrator the authority."); *Washoe County v. Seegmiller*, 477 P.3d 368 (Nev. 2020) ("[T]he
5 County . . . agreed to the arbitrator's authority to decide the issue, but we decline to consider the
6 argument further because the County failed to raise it before the arbitrator.").

- 7 ii. The Union decided not to bring an EMRB complaint was because the State
8 agreed that the Arbitrator had authority to determine whether the offer
9 conflicted with the State's statutory obligation to negotiate wages.

10 The State argues that the Union acknowledged the EMRB had exclusive jurisdiction by
11 mediating an EMRB claim. This is a dishonest assessment of what happened. The reason the
12 Union did not file with the EMRB is because the State agreed the Arbitrator could decide the
13 issue. Lead counsel for the State, Tori Sundheim, told Union attorney Alex Velto that the Union
14 should not file with the EMRB because the Arbitrator was going to decide the issue anyway and
15 it would be redundant to have competing rulings. *See attached as Exhibit "1," Alex Velto*
16 *Affidavit*. She even asked the Union not to file so that the Arbitrator could just decide.

17 The State's agreement to put the issue before the Arbitrator is not a new fact. It was
18 memorialized in a pleading before the Arbitrator. Footnote 3 of the Union's reply in support of
19 its motion to consider the State's offer withdrawn contained the following:

20 It is interesting that the State is now insisting the Union should have
21 filed an EMRB Complaint. Only a week ago it insisted that the
22 Union not file an EMRB complaint over the State's regressive offer
23 because both parties agreed the Arbitrator should decide the issue.
24 This Arbitrator should consider this claim waived as it contradicts
25 the State's prior position.

26 *See Attached as Exhibit "2," p.6*

27 This Court should not allow the State's concession of the Arbitrator's authority to go
unnoticed. It should not punish the Union for relying on this agreement between the State and
the Union in choosing not to file an EMRB complaint. And it should not give the State a second
bite at the apple when it made no argument the Arbitrator's decision was arbitrary, capricious, or
incorrect.

1 The State's attempt to frame the Arbitrator's ruling as encroaching on the EMRB's
2 jurisdiction is a distraction. The Arbitrator never ruled the State committed a "prohibited
3 practice" or acted in "bad faith," both of which are terms of art. The Arbitrator ruled only that
4 the State's offer conflicted with Statute.

5 **IV. The Arbitrator did not exceed his authority**

6 *A. The Arbitrator had authority under NRS 288.575 to determine whether State's offer
7 conflicted with Statute.*

8 The State and Union agreed to briefing on whether either party's final offers to the
9 Arbitrator should be considered withdrawn. *See Exhibit 1, Respondent's Motion.* No one teed
10 this issue up more clearly for the Arbitrator than the State of Nevada:

11 Under NRS 288.575, any proposal that conflicts with or is otherwise
12 inconsistent with any provision of state law (other than NRS 284
13 and 287) must be considered withdrawn from the arbitration
14 process.

15 *See State of Nevada Motion to Deem NPU's offer withdrawn, Attached as Exhibit "3."*

16 This request for a ruling from the Arbitrator was based in statute. NRS 288.575(1)
17 requires that "[a]ny proposal that conflicts with or is otherwise inconsistent with any provision of
18 state law, other than the provisions of chapters 284 and 287 of NRS shall be considered withdrawn
19 by the proposing party." Accordingly, if the Arbitrator determined any portion of State law other
20 than that found in NRS Chapters 284 and 287, the Arbitrator had authority to determine the offer
21 withdrawn.

22 The Arbitrator acted within this Authority. He determined in his final order that:

23 The Arbitrator finds that "the State's final offer on *Compensation* is
24 found in conflict with NRS 288.150's obligation requiring the State
25 to negotiate wages with the Union and NRS 288.410, which
26 [negotiations] continues throughout the entirety of the bargaining
27 [process] which includes arbitration as expressly state in NRS
28 288.575(4) . . . For that reason, the Arbitrator **Granted** NPU's
29 Motion to Consider the State's *Compensation* Offer Withdrawn.

30 *See Exhibit "1" of Respondent's Motion.*

31 The Arbitrator's award does not use the phrase "bad faith," neither does he cite to any
32 portion of NRS Chapter 288 that discusses "prohibited practices." *See generally, NRS 288.620-*

1 630. Rather, his decision is limited to the issue presented by the parties. He determined that the
2 State's final offer on compensation conflicted with its obligation to negotiate wages under NRS
3 288.150: a portion of statute that is not one of those expressly excluded from consideration by the
4 Arbitrator under NRS 288.575(1). *See Galloway v. Truesdell*, 83 Nev. 13, 26, 422 P.2d 237, 246
5 (1967) ("[T]he expression of one thing is the exclusion of another, has been repeatedly confirmed
6 in this State.). Accordingly, the Arbitrator did not exceed his authority in deciding the State's
7 offer conflicted with Statute because he addressed an issue agreed upon by the parties. *See Health*
8 *Plan*, 120 Nev. at 697-98, 100 P.3d at 178 ("Arbitrators exceed their powers when they address
9 issues or make awards outside the scope of the [agreement] . . . [B]ut arbitrators do not exceed
10 their powers if their interpretation of an agreement, even if erroneous, is rationally grounded in
11 the agreement.") (emphasis added).

12 *B. The Arbitrator, at worst, had a "colorable justification" for his decision, which is*
13 *sufficient under Nevada law.*

14 To determine whether the arbitrator's award is "colorable," a reviewing court engages in
15 at least some of its own analysis of the parties' agreement to submit an issue to an Arbitrator. *See*
16 *White*, 133 Nev. at 304, 396 P.3d at 839. However, "the court's analysis is not plenary."
17 *News+Media Capitol Group*, 137 Nev. Adv. 45, at 4. This is because "the parties bargained for
18 the arbitrator's interpretation." *United Steelworkers*, 363 U.S. at 599, 80 S.Ct. 1358. "A court will
19 not find that the arbitrator exceeded his or her powers . . . unless there is not even a minimally
20 plausible argument to support the arbitrator's decision." *News+Media Capitol Group*, 137 Nev.
21 Adv. 45, at 4 (emphasis added).

22 There is, at a minimum, a plausible argument to support the Arbitrator's decision. The
23 Arbitrator grounded his decision in a reasonable reading of statute and the question presented to
24 him by the parties. Both parties agree that the Arbitrator had the authority to determine whether
25 either parties' offer "conflict[ed]" with or was "otherwise inconsistent with any provision of state
26 law." NRS 288.575. The State's obligation to negotiation wages is a provision of State law. *See*
27 NRS 288.150(2)(a). And the Arbitrator determined the State's unilateral withdrawal of its
compensation article before the Arbitration conflicted with its obligation to negotiate. The

1 Statutory scheme expressly permitted the Arbitrator to determine whether the final offer
2 conflicted with Statute subject to only two exceptions. *See* NRS 288.575(1). Because the State’s
3 argument is not that the Arbitrator found a conflict with NRS Chapter 284 or 287, the Arbitrator
4 did not exceed his authority.

5 *C. The State’s argument is a red herring; the Arbitrator never found the State in bad faith.*

6 The Union has read the Arbitrator’s decision a dozen times. Nowhere does the
7 Arbitrator’s decision say the State acted in “bad faith.” Nowhere does the Arbitrator’s decision
8 say the State committed a “prohibited practice.” And nowhere does the Arbitrator rule on
9 anything other than the issue before him.

10 At best, the State’s argument is that the EMRB also had jurisdiction to determine the
11 State’s offer was “bad faith.” However, the EMRB has no statutory authority to determine an
12 offer conflicted with statute and should be withdrawn—only the Arbitrator had that authority. It
13 can both be true that the State’s offer was a prohibited practice and that it conflicted with Statute.
14 Nothing in Nevada law prevented the Arbitrator from understanding the law this way.

15 *D. Even if the Arbitrator made a “bad faith” finding, he had inherent authority to do so.*

16 Even if this Court determines the Arbitrator’s ruling overlaps with the EMRB’s
17 jurisdiction, the Arbitrator had authority to make his decision. NRS 288.575(4) obligates the
18 parties to continue to negotiate in good faith during the Arbitration process. This section of statute
19 outlines the process of arbitration, relying on the Arbitrator’s inherent authority to regulate the
20 parties before him. *See ReliaStar Life Ins. Co. of N.Y. v. EMC Nat. Life Co.*, 564 F.3d 71 (2nd
21 Ct. App. N.Y. 2009 (An Arbitration clause “confers inherent authority on arbitrators to sanction
22 a party that participates in the arbitration in bad faith and that such a sanction may include an
award of attorney's or arbitrator's fees”).

23 The State argues the EMRB has exclusive authority over bad faith claims. NRS 288.625
24 allows for a party to file a complaint with the EMRB to establish there has been bad faith. It does
25 not require a party to file that complaint with the EMRB, nor does it exclude an Arbitrator from
26
27

1 making this determination. And in no way does it exclusively obligate parties making “bad faith”
2 claims to file with the EMRB.²

3 **V. The Court should award the Union attorney fees and costs.**

4 This Court should award the Union its attorney fees and costs incurred in filing this
5 Action. While NRS 38.243(3) authorizes an award of fees to the prevailing party to a judicial
6 challenge to any type of arbitration, such a fee award is particularly appropriate in the context of
7 a labor arbitration. “Arbitration of labor disputes under collective bargaining agreements is part
8 and parcel of the collective bargaining process itself.” *United Steelworkers of America v. Warrior*
9 *& Gulf Nav. Co.*, 636 U.S. 574, 578, 80 S.Ct. 1347, 1351 (1960). Because arbitration constitutes
10 a “framework of self-government between the parties,” an attack upon the merits of an arbitration
11 award is an attack on the collective bargaining process itself. *NFL Management Council v.*
12 *National Football League Players Association*, 820 F.3d 527, 536 (2d Cir. 2016).

13 The State has no excuse for its *Motion*. It knows the standard for vacating an arbitration
14 award because it has litigated this issue. *See Knickmeyer v. State of Nevada*, 2017 WL 2616382
15 (The State of Nevada made clear in its answering brief that the Court “explicitly held there is a
16 presumption that arbitrators act within the scope of their authority. To overcome this
17 presumption, Knickmeyer must provide clear and convincing evidence to the contrary.”). This
18 Court should award attorney fees and costs to prevent the State from using the process to delay
19 the adoption of a much-needed agreement while every other Statewide union has one.

20 Dated this __ day of October 2021.

21 HUTCHISON & STEFFEN, PLLC

22
23 By:

24 Alex Velto, Esq. (SBN# 14961)
25 500 Damonte Ranch Parkway, Suite 980
26 Reno, Nevada 89521
27 *Attorney for Nevada Police Union*

²The State discusses legislative history in its *Motion*. There is no need to address that in this *Opposition* because the Arbitrator acted within his power. The State also argues this is a matter of first impression. It’s not. Case law is well settled as to the scope of judicial review when a party alleges the Arbitrator exceeded his authority.

LIST OF EXHIBITS

Exhibit No.	Document Title	No. of Pages (including exhibit cover page)
1	Affidavit of Alexander Velto, Esq.	4
2	Nevada Police Union's Reply in support of its motion to consider the State's Compensation offer withdrawn.	17
3	State of Nevada's Motion to deem NPU's proposals withdrawn pursuant to NRS 288.575(1).	15
4	Proposed Order	6

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law firm of HUTCHISON
3 & STEFFEN, LLC and that on the ____ day of October, 2021, I caused service a true and correct
4 copy of the **NEVADA POLICE UNION'S OPPOSITION TO MOTION TO VACATE**
5 **ARBITRATION AWARD AND REPLY IN SUPPORT OF MOTION TO CONFIRM**
6 **ARBITRATION AWARD AND REQUEST FOR ATTORNEY FEES AND COSTS**
7 by electronic mail to the following:

8
9 Greg D. Ott
10 Deputy Attorney General
11 State of Nevada
12 Office of the Attorney General
13 100 North Carson Street
14 Carson City, Nevada 89701-4717
GOtt@ag.nv.gov
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
frichardson@admin.nv.gov

15 Claude Dawson Ames, Esq.,
16 Arbitrator-Mediator
17 Post Office Box 11180
18 Oakland, California 94611
claudames@aol.com

19
20
21 /s/

22 Employee of Hutchison & Steffen, PLLC
23
24
25
26
27

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APPENDIX PAGE ONLY



APPENDIX N

Alex Velto, Esq. (SBN# 14961)
HUTCHISON & STEFFEN, PLLC
5371 Kietzke Lane
Reno, Nevada 89511
Telephone: (775) 853-8746
Facsimile: (775) 201-9611
avelto@hutchlegal.com
Attorney for Nevada Police Union

IN THE FIRST JUDICIAL DISTRICT COURT OF 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 OC 00129 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER
GRANTING NEVADA POLICE
UNION'S MOTION TO CONFIRM
ARBITRATION AWARD, DENYING
STATE OF NEVADA'S MOTION TO
VACATE ARBITRATION AWARD, AND
GRANTING NEVADA POLICE
UNION'S REQUEST FOR ATTORNEY
FEES AND COSTS**

///

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1 NOTICE IS HEREBY GIVEN that on December 6, 2021, an *Order Granting Nevada*
2 *Police Union's Motion to Confirm Arbitration Award, Denying State of Nevada's Motion to*
3 *Vacate Arbitration Award, and Granting Nevada Police Union's Request for Attorney Fees and*
4 *Costs* was entered in the above-captioned matter, a copy of which is attached hereto as Exhibit 1.

5 **AFFIRMATION**

6 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding
7 document does not contain the social security number of any person.

8
9 Dated this 13th day of December 2021.

10 HUTCHISON & STEFFEN, PLLC

11
12 By: 

13 Alex Velta, Esq. (SBN# 14961)
14 5371 Kietzke Lane
15 Reno, Nevada 89511
16 *Attorney for Nevada Police Union*
17
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LIST OF EXHIBITS

Exhibit No.	Document Title	No. of Pages (including exhibit cover page)
1	December 6, 2021 Order Granting Nevada Police Union's Motion to Confirm Arbitration Award, Denying State of Nevada's Motion to Vacate Arbitration Award, and Granting Nevada Police Union's Request for Attorney Fees and Costs	8

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law firm of HUTCHISON
3 & STEFFEN, LLC and that on the 13th day of December, 2021, I caused service a true and correct
4 copy of the **NOTICE OF ENTRY OF ORDER GRANTING NEVADA POLICE UNION'S**
5 **MOTION TO CONFIRM ARBITRATION AWARD, DENYING STATE OF NEVADA'S**
6 **MOTION TO VACATE ARBITRATION AWARD, AND GRANTING NEVADA POLICE**
7 **UNION'S REQUEST FOR ATTORNEY FEES AND COSTS**

8 by electronic mail to the following:

9
10 Greg D. Ott
11 Deputy Attorney General
12 State of Nevada
13 Office of the Attorney General
14 100 North Carson Street
15 Carson City, Nevada 89701-4717
16 GOtt@ag.nv.gov
17 *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
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

21 
22 Employee of Hutchison & Steffen, PLLC
23
24
25
26
27

EXHIBIT 1

IN THE FIRST JUDICIAL DISTRICT COURT OF 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 OC 00129 1B

Dept. No.: 1

**~~PROPOSED~~ 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**

This matter comes pursuant to the August 19, 2021, *Petition to Confirm the Arbitration Award*, filed by the Nevada Police Union, which was amended on August 27, 2021. Respondent, State of Nevada, filed a *Motion to Vacate the Arbitration Award and Opposition to Motion to Confirm the Arbitration Award* on September 15, 2021. The Nevada Police Union filed a reply in support of its *Petition/Motion* and an *Opposition* to the Respondent's *Motion to Vacate* on October 1, 2021. The State filed a *Reply to Opposition to Motion to Vacate Arbitration Award* on October 11, 2021. This Court set a hearing for December 1, 2021, at 9:00 a.m. The Parties appeared and the Court heard arguments on the matter.

The Court, having reviewed the record and considered the parties' respective pleadings, heard arguments by counsel, and with good cause appearing, hereby grants the Nevada Police Union's Petition and denies Respondent's Motion to Vacate as follows:

I. Statement of Facts

The State of Nevada Department of Administration ("State") and the Nevada Police Union ("Union") attempted to negotiate their first collective bargaining agreement. When the parties declared impasse, they chose an Arbitrator and proceeded to Arbitration. Early in the Arbitration

1 process, the State insisted that the Arbitrator should have authority to determine whether either
2 party's offer conflicted with statute and the State prepared a scheduling order expressly allowing
3 the Arbitrator to determine if an offer conflicted with any provision of state law pursuant to NRS
4 288.575(1). The Union and State ultimately agreed that if an offer conflicted with any provision
5 of state law, the parties agreed the Arbitrator had authority to consider the offer withdrawn and
6 strike it. The Union filed a motion alleging that the State's compensation article conflicted with
7 statute because it offered no compensation increase at all, even though the State's most recent
8 offer before Arbitration offered a significant increase. The Arbitrator received extensive briefing
9 from both parties on the issue. He determined in his final order:

10 The Arbitrator finds that "the State's final offer on *Compensation* is
11 found in conflict with NRS 288.150's obligation requiring the State
12 to negotiate wages with the Union and NRS 288.410, which
13 [negotiations] continues throughout the entirety of the bargaining
14 [process] which includes arbitration as expressly state in NRS
15 288.575(4) . . . For that reason, the Arbitrator **Granted** NPU's
16 Motion to Consider the State's *Compensation* Offer Withdrawn.

14 **II. Legal Discussion**

15 "[T]he scope of judicial review of [an] arbitration award is limited and is nothing like the
16 scope of an appellate court's review of a trial court's decision." *Health Plan*, 120 Nev. at 695,
17 100 P.3d at 176. A movant has "high bars to clear." *News+Media Capitol Group*, 137 Nev. Adv.
18 45. "The party seeking to attack the validity of an arbitration award has the burden of proving,
19 by clear and convincing evidence, the statutory or common-law ground relied upon for
20 challenging the award." *Id.* (emphasis added). Mere "errors of fact or law—even arguably
21 serious ones—do not justify vacating an award. An Arbitrator's misinterpretation of [the parties]
22 agreement constitutes an excess of authority only if the adopted interpretation is not even
23 minimally plausible." *News+Media Capitol Group*, 137 Nev. Adv. 45. This is in-part because
24 parties rely on an arbitrator with "specialized knowledge and competence" to speed up litigation.
25 *Clark Cty. Pub. Emps. Ass'n v. Pearson*, 106 Nev. 587, 597, 798 P.2d 136, 142 (1990). So, "courts
26 are properly reluctant to overturn an arbitration award once rendered" in order "to preserve the
27

1 efficiency and other benefits of arbitration.” *News+Media Capitol Group*, 137 Nev. Adv. 45 at
2 *4.

3 The State argues in its motion to vacate the Arbitration award that the Arbitrator exceeded
4 his power by considering the State’s compensation offer withdrawn. This Court begins its
5 analysis with the presumption that arbitrator acted within the scope of his authority. *Health Plan*,
6 120 Nev. 689 at 697, 100 P.3d at 178. However, this presumption is not absolute: “[a]rbitrators
7 exceed their powers when they address issues or make awards outside the scope of [an
8 agreement].” *Health Plan*, 120 Nev. at 697-98, 100 P.3d at 178. “[B]ut arbitrators do not exceed
9 their powers if their interpretation of an agreement, even if erroneous, is rationally grounded in
10 the agreement.” Therefore, the proper question for this Court is “whether the arbitrator had the
11 authority under the agreement to decide an issue, not whether the issue was correctly
12 decided.” *Id.* at 698, 100 P.3d at 178. If the Arbitrator had authority by the parties’ agreement to
13 decide the issue, this Court will confirm the award “so long as the arbitrator [was] arguably
14 construing or applying the [agreement]” and the outcome had a “colorable justification.” *Id.*

15 This Court finds that the State failed to overcome its burden to show the Arbitrator
16 exceeded his authority because “the parties bargained for the arbitrator’s interpretation.” *United*
17 *Steelworkers of America v. Enterprise Wheel Car Corp.*, 363 U.S. 593, 599, 80 S.Ct. 1358 (1960).
18 The parties agreed that the Arbitrator had authority to apply the following statute: “[a]ny proposal
19 that conflicts with or is otherwise inconsistent with any provision of state law, other than the
20 provisions of chapters 284 and 287 of NRS shall be considered withdrawn by the proposing
21 party.” NRS 288.575(1). The State prepared the scheduling order, and the record establishes that
22 the State insisted the Arbitrator should have the authority to make this decision. As such, the
23 State is bound by the Arbitrator’s ruling so long as the decision is rationally grounded in the
24 parties’ agreement that he decide the issue and has a colorable justification.

25 Here, the Statute the parties gave the Arbitrator authority to rule under is clear. NRS
26 288.575(1) determines offers are withdrawn if they conflict with Statute subject to only two
27 exceptions. *See* NRS 288.575(1). Because the Arbitrator’s decision did not rely on a conflict

1 with NRS Chapter 284 or 287, the Arbitrator did not exceed his authority. *See Galloway v.*
2 *Truesdell*, 83 Nev. 13, 26, 422 P.2d 237, 246 (1967) (“[T]he expression of one thing is the
3 exclusion of another, has been repeatedly confirmed in this State.). Therefore, this Court “will
4 not find that the arbitrator exceeded his or her powers . . . unless there is not even a minimally
5 plausible argument to support the arbitrator’s decision.” *News+Media Capitol Group*, 137 Nev.
6 Adv. 45, at 4 (emphasis added). And here, there was.

7 The State’s central claim is that the Arbitrator exceeded his power in striking the State’s
8 compensation offer because the EMRB has exclusive jurisdiction over bad “faith claims” and sole
9 ability to determine an action is a “prohibited practice.” The Union argues that the Arbitrator did
10 not find the State acted in bad faith and that the Arbitrator had authority to strike the State’s offer
11 because the parties agreed the Arbitrator could determine an offer conflicted with Statute. The
12 Union also argues that the State waived its ability to challenge the Arbitrator’s award because it
13 consented to the Arbitrator’s final ruling and authority to determine whether the offer conflicted
14 with Statute.

15 This Court finds that the State failed to overcome its burden to show the Arbitrator’s made
16 a “bad faith” or “prohibited practice” finding, even if the parties did not consent to his authority
17 to make the ruling. The record and order show that the Arbitrator never made this finding.
18 Instead, the parties mutually agreed to have the Arbitrator decide whether the State’s offer
19 conflicted with any portion of Statute at the insistence of the State’s legal counsel. The State
20 agreed that the Arbitrator had authority to strike the State’s compensation offer if he determined
21 it conflicted with Statute.

22 This Court finds further that the State waived its ability to challenge the Arbitration award
23 for three reasons. First, the parties mutually agreed to have the Arbitrator decide whether the
24 State’s offer conflicted with any portion of Statute at the insistence of the State’s legal counsel.
25 Second, the State agreed that the Arbitrator had authority to strike the State’s compensation offer
26 if he determined it conflicted with Statute to avoid the Union’s EMRB complaint, which does not
27 establish the EMRB had jurisdiction. Third, the Arbitrator determined the offer conflicted with

1 Statute. This Court finds that these actions prevent the State from now challenging the
2 Arbitrator's authority before this Court. *See National Gypsum Co. v. Oil, Chemical & Atomic*
3 *Workers Intern. Union*, 1997 WL 358048 ("The scope of an arbitrator's authority may also be
4 defined by a submission agreement by the parties stating the issue(s) to be decided by the
5 arbitrator . . . where there is a submission agreement, that agreement . . . defines the limits of the
6 arbitrator's authority."); *see also Ales v. Anderson, Gabelmann, Lower & Whitlow, P.C.*, 728
7 N.W.2d 832 (Iowa 2007) ("The agreement between the parties gave the arbitrator the authority.");
8 *Washoe County v. Seegmiller*, 477 P.3d 368 (Nev. 2020) ("[T]he County . . . agreed to the
9 arbitrator's authority to decide the issue, but we decline to consider the argument further because
10 the County failed to raise it before the arbitrator.").

11 This Court, therefore, denies the State's *Motion to Vacate* and grants the Union's *Petition*
12 *to Confirm* See NRS 38.239 ("After a party to an arbitral proceeding receives notice of an award,
13 the party may make a motion to the court for an order confirming the award at which time the
14 court shall issue a confirming order ...") (emphasis supplied); *see also* 9 U.S.C. §§ 9, 13. Further,
15 upon confirmation of the award "the court shall enter a judgment in conformity therewith." NRS
16 38.243(1); *see also* 9 U.S.C. §§ 9, 13. The judgment may then "be recorded, docketed and
17 enforced as any other judgment in a civil action." *Id.*; *see also* 9 U.S.C. § 13.

18 This Court orders the State to pay the Union's reasonable attorney fees and costs. NRS
19 38.243(3) authorizes an award of fees to the prevailing party to a judicial challenge to any type
20 of arbitration, such a fee award is particularly appropriate in the context of a labor arbitration.
21 "Arbitration of labor disputes under collective bargaining agreements is part and parcel of the
22 collective bargaining process itself." *United Steelworkers of America v. Warrior & Gulf Nav.*
23 *Co.*, 636 U.S. 574, 578, 80 S.Ct. 1347, 1351 (1960). Because arbitration constitutes a
24 "framework of self-government between the parties," an attack upon the merits of an arbitration
25 award is an attack on the collective bargaining process itself. *NFL Management Council v.*
26 *National Football League Players Association*, 820 F.3d 527, 536 (2d Cir. 2016). This is
27 especially relevant given that the State agreed to have the Arbitrator decide the issue. It cannot

1 now use the judicial review process to attack an agreement it made. This Court, therefore, awards
2 attorney fees and costs, that will be determined pursuant to a *Brunzell* affidavit.

3 **IT IS SO ORDERED** that Petitioner's *Motion to Confirm the Arbitration Award* is
4 GRANTED in its entirety.

5 **IT IS FURTHER ORDERED** that Respondent's *Motion to Vacate the Arbitration*
6 *Award* is DENIED in its entirety.

7 **IT IS FURTHER ORDERED** that Respondent, Nevada Department of Administration,
8 shall pay to Petitioner reasonable costs of the Petition and this proceeding, including reasonable
9 attorney's fees and other reasonable expenses of litigation pursuant to NRS 38.243(2) and (3) in
10 an amount proven by Petitioners.

11 **IT IS FURTHER ORDERED** that Respondent shall provide an affidavit for the Court
12 to properly consider under *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31
13 (1969) and a statement of the fees being sought within 10 days of the entry of this Order.

14 **IT IS FURTHER ORDERED** that Respondent, through its attorney, will serve a notice
15 of entry of this order on all other parties and proof of such service within seven (7) days after the
16 date the Court sent the order to the attorney.

17 DATED this 6th day of December, 2021

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DISTRICT JUDGE

20 Respectfully Submitted by:

21 HUTCHISON & STEFFEN, PLLC

22 By:

23 Alex Velto, Esq. (SBN# 14961)

24 5371 Kietzke Lane

25 Reno, Nevada 89511

26 Attorney for Nevada Police Union


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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 6th day of December, 2021, I deposited for mailing, postage paid, at Carson
City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Alex Velto, Esq.
5371 Kietzke Lane
Reno, NV 89511

Greg Ott, Esq.
100 N Carson Street
Carson City, NV 89701



Jackson J. Tann, Esq.
Law Clerk, Dept. I

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APPENDIX PAGE ONLY

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

APPENDIX O

Senate Bill 135 (2019)
Legislative History Expert Opinion
Sponsor Senator David Parks

- 1) The Nevada Police Union believes that Senate Bill 135 was not intended to require an agreement be reached before the end of session. The Nevada Police Union believes this reading of the law would allow a Governor to merely wait the union out until the end of session to avoid negotiating with a union about issues that require a financial expenditure. The State's attorneys have argued that the Nevada Police Union's failure to reach an agreement on the compensation article before the end of session now precludes the State from offering any form of compensation increase and that the State is no longer able to negotiate compensation. In sponsoring and introducing Senate Bill 135, did you intend for sine die to cut off opportunities for unions to negotiate compensation or financial expenditures? Please provide as much detail and insight as you feel appropriate:

As a primary sponsor of Senate Bill 135, there was no intent for legislative sine die to serve as a deadline for the conclusion of negotiations between bargaining units and the Governor's representative for negotiations. In fact, while there are specific timelines to commence the negotiation process, there is no specified deadline for the finalization of negotiations.

As an individual with local government labor negotiations experience, I have had first-hand public-sector experience negotiating collective bargaining contracts. Those negotiations seldom conclude on a predetermined schedule. Consequently, no specific deadline was placed in Senate Bill 135 for the termination or conclusion of labor negotiations.

- 2) The State last offer before the end of the Legislative session was for a 3% cost of living increase. The Union requested that the State preserve the amount of money equal to the 3% cost of living increase so that the Union could continue to negotiate how that money would be spent and allow the Arbitrator to determine who's offer was more reasonable. The State has now taken the position that it was unable to preserve the money, and that it was not required, to preserve the money for negotiations after the end of the Legislative session. Is this consistent with your understanding of Senate Bill 135? Please provide as much detail and insight as you feel appropriate:

The Executive Branch of the State of Nevada has authority to request appropriations from the Legislature to fund State programs and services. The Legislative Branch has authority to allocate funds for all State programs and services.

I was a member of the Nevada Legislature for 24 years (1996 - 2020) as well as a member of the two budget committees (Assembly Ways & Means and Senate Finance). It is not uncommon for these two committees to approve and close budgets with contingent appropriations that are tentative and require final approval once negotiations have concluded. The established budget closing process for such situations requires the Legislature to approve the allocation with a "Letter of Intent" which requires the affected agency to seek final approval prior to incurring any expenditure.

When the Legislature is not in session, ongoing finance and budgetary issues are handled by the Interim Finance Committee of the Legislature. The Interim Finance Committee (composed of

Senate Bill 135 (2019)
Legislative History Expert Opinion
Sponsor Senator David Parks

members of the Assembly Ways & Means Committee and Senate Finance Committee) administers a contingency fund for unanticipated expenditures, approves and allocates gifts and grants received between legislative sessions, and reviews state agency requests. This is precisely the process designed to address the current issues facing the Nevada Police Union in its negotiation with the Governor's representative for negotiations.

I attest to the truthfulness of the foregoing to the best of my knowledge and recollection,

A handwritten signature in dark ink, appearing to read "David Parks", is written over a horizontal line.

David Parks
Former Senator

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APPENDIX PAGE ONLY

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

APPENDIX P

Subject: Re: Signed NPU Seniority TA

Date: Monday, August 16, 2021 at 10:26:15 AM Pacific Daylight Time

From: Alex R. Velto

To: Mande Bowsmith, Tori N. Sundheim, Frank Richardson, Charity M. Clarke

Mandee,

Can you please give an update on the status of the agreement? It's now 10 days past the State's self-imposed timeline. The State took much less time preparing the agreements for other unions. The Union has been patient. It has not filed a motion to confirm the Award because the State was acting in good faith in preparing the agreement. The Union is now questioning whether that is still the case. The Union is not going to sit patiently if the State is going to avoid taking steps to abide by the binding Arbitration award.

Please confirm the Union will have the agreement by the end of this week.

Thank you,
Alex

Get [Outlook](#) for iOS

From: Alex R. Velto <avelto@hutchlegal.com>

Sent: Thursday, August 12, 2021 8:30:00 AM

To: Mande Bowsmith <mbowsmith@admin.nv.gov>; Tori N. Sundheim <TSundheim@ag.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <cclarke@admin.nv.gov>

Subject: Re: Signed NPU Seniority TA

Mandee,

I'm following up to see when we will have an agreement compiled by the State. It's been almost a week since your office thought it would be done. Can you please provide an update. I am concerned the State is delaying because it wants to point to a deadline for submission to the Board of Examiners.

Thank you,
Alex

Get [Outlook](#) for iOS

From: Mande Bowsmith <mbowsmith@admin.nv.gov>

Sent: Monday, August 9, 2021 3:21:00 PM

To: Alex R. Velto <avelto@hutchlegal.com>; Tori N. Sundheim <TSundheim@ag.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <cclarke@admin.nv.gov>

Subject: RE: Signed NPU Seniority TA

Good Afternoon Alex,

Thank you for the follow-up email and voicemail.

We are still working on the final draft of the CBA. My Team and I are working to make sure we have the correct language from the TA's reflected in the final draft and are working to compile it as quickly as we can. I hesitate to try to give you another deadline by which it will be finished, as I was unable to get the draft to you by last Friday afternoon as I said I would try to do.

Thank you for sending the Line of Duty Death TA and ratification information. As I responded earlier, we are also working to compile the Agenda submission for the Board of Examiners, and I will let you know once it has been successfully submitted.

Thank you,
Mandee

From: Alex R. Velto <avelto@hutchlegal.com>
Sent: Monday, August 9, 2021 10:12 AM
To: Mandee Bowsmith <mbowsmith@admin.nv.gov>; Tori N. Sundheim <TSundheim@ag.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <ccclarke@admin.nv.gov>
Subject: Re: Signed NPU Seniority TA

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mandee,

I'm emailing to see the status of the State's preparation of the final agreement for NPU's review. Please advise.

Further, NPU sent the TA regarding line of duty death benefits to the membership for a vote. The vote ends midday today. I will send the results when they are in.

Thank you,
Alex

From: Mandee Bowsmith <mbowsmith@admin.nv.gov>
Date: Monday, August 2, 2021 at 9:16 AM
To: Alex R. Velto <avelto@hutchlegal.com>, Tori N. Sundheim <TSundheim@ag.nv.gov>, Frank Richardson <frichardson@admin.nv.gov>, Charity M. Clarke <ccclarke@admin.nv.gov>
Subject: RE: Signed NPU Seniority TA

Good Morning Alex,

I am hoping to have a full draft ready for the NPU's review by Friday.

Thank you.
Mandee

From: Alex R. Velto <avelto@hutchlegal.com>
Sent: Monday, August 2, 2021 7:56 AM
To: Mandee Bowsmith <mbowsmith@admin.nv.gov>; Tori N. Sundheim <TSundheim@ag.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <ccclarke@admin.nv.gov>
Subject: Re: Signed NPU Seniority TA

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Mande,

I'm following up on the timeline for having an agreement to send to our members. When should it be prepared?

Thank you,
Alex

Get [Outlook](#) for iOS

From: Alex R. Velto <avelto@hutchlegal.com>
Sent: Wednesday, July 28, 2021 8:39:43 AM
To: Mande Bowsmith <mbowsmith@admin.nv.gov>; Tori N. Sundheim <TSundheim@ag.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <cclarke@admin.nv.gov>
Subject: Re: Signed NPU Seniority TA

Perfect. Thank you. Do you have an estimate for when that will be complete? We are agreeable to that process.

Get [Outlook](#) for iOS

From: Mande Bowsmith <mbowsmith@admin.nv.gov>
Sent: Wednesday, July 28, 2021 8:10:59 AM
To: Tori N. Sundheim <TSundheim@ag.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <cclarke@admin.nv.gov>; Alex R. Velto <avelto@hutchlegal.com>
Subject: Re: Signed NPU Seniority TA

Good Morning Alex,

Thank you for reaching out. Our practice has been to assemble the TA'd language into a full contract and then send to the Union for review. Once approved by the Union as to form and content, we move to finalize the document and agendize it for review and approval by the Board of Examiners.

If this process is satisfactory to the NPU, the LRU will put together a first final draft.

Please advise.

Thank you,
Mande

From: Alex R. Velto <avelto@hutchlegal.com>
Sent: Wednesday, July 28, 2021 7:07:59 AM
To: Tori N. Sundheim <TSundheim@ag.nv.gov>; Mande Bowsmith <mbowsmith@admin.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <cclarke@admin.nv.gov>
Subject: Re: Signed NPU Seniority TA

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Mande,

Tori advised you are the point person to assist in putting together an agreement for our membership. Will the State be putting this together or should the Union?

Thank you,
Alex

Get [Outlook](#) for iOS

From: Alex R. Velto <avelto@hutchlegal.com>
Sent: Monday, July 26, 2021 7:12:46 AM
To: Tori Sundheim <TSundheim@ag.nv.gov>; Mande Bowsmith <mbowsmith@admin.nv.gov>; Frank Richardson <frichardson@admin.nv.gov>; Charity M. Clarke <cclarke@admin.nv.gov>
Subject: FW: FW: Signed NPU Seniority TA

Good morning,

Please see the attached seniority TA. Please advise when we will have a finalized agreement to submit to our members. Or, if you would like us to put it together, that works as well.

Thank you,
Alex

Alex R. Velto
Attorney



HUTCHISON & STEFFEN, PLLC
(775) 853-8746
hutchlegal.com

Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Alex R. Velto
Attorney



HUTCHISON & STEFFEN, PLLC
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action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Alex R. Velto
Attorney



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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 | Fax: (775) 684-0260

Date: March 8, 2022
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Richard Jacobs, Executive Branch Budget Officer 
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF CONSERVATION & NATURAL RESOURCES –
DIVISION OF FORESTRY**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Division of Forestry requests approval to purchase three new vehicles for a total amount not to exceed \$222,801.75.

Additional Information:

The Division of Forestry is requesting the purchase of three new 2023 F550 crew cab flatbed trucks for the Conservation Camp Program to use for towing mobile kitchen units and hauling equipment for fire response support and remote conservation projects. This request was approved through work program 22FRF41981 with American Rescue Plan Act funds.

Statutory Authority:

NRS 334.010


REVIEWED: LA

ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY
2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2570

Memorandum

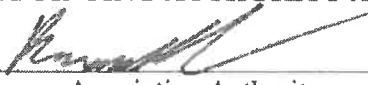
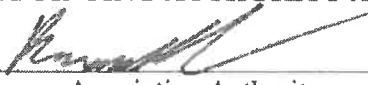
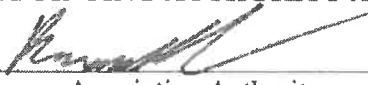
Date: March 8, 2022
To: Richard Jacobs, Budget Analyst
From: Kacey KC, State Forester/Firewarden 
Subject: Board of Examiners Request for Approval to Purchase Flatbed Trucks

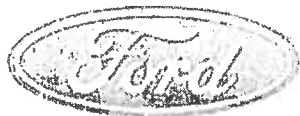
Pursuant to NRS 334.010, attached is a completed request for approval to purchase three flatbed trucks as approved through work program number 22FRF41981. Please submit this request for placement on the agenda for the April Board of Examiners meeting.

The Division of Forestry is requesting three flatbed trucks with a total cost up to \$222,801.75 for the Conservation Camp Program to use for towing mobile kitchen units and hauling equipment for fire response support and remote conservation projects. The total requested amount includes the cost for the purchase of the trucks along with additional funds to add the necessary accessories (flatbed and toolboxes) upon receipt of the trucks by the vendor.

Thank you in advance for your consideration of this request. Please advise if additional steps are necessary to process the request.

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

Agency Name: Nevada Division of Forestry	Budget Account #: 4198			
Contact Name: Kacey KC or Robert Williams	Telephone Number: 775-684-2501 or 775-684-2514			
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>3</u> Amount of the request: <u>\$222,801.75</u></p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</p> <p>Mission of the requested vehicle(s): Flatbed trucks to be used to tow the mobile kitchens and haul equipment to support fire response</p>				
<p>Were funds legislatively approved for the request?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number: IFC Work Program# 22FRF41981</p> <p>If no, please explain how the vehicles will be funded?</p>			
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input checked="" type="checkbox"/> <u>3</u> Addition(s) <input type="checkbox"/> Replacement(s)</p>				
<p>Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain.</p> <p>Yes</p>				
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: N/A Odometer Reading: Type of Vehicle:</p> <p>Vehicle #2 Model Year: N/A Odometer Reading: Type of Vehicle:</p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.</p> <p>N/A Vehicles are new additions.</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>N/A Vehicles are new additions.</p>			
<p><i>Please attach an additional sheet if necessary</i></p>				
<p>APPOINTING AUTHORITY APPROVAL:</p> <table style="width: 100%;"><tr><td style="width: 40%; text-align: center;"> _____ Agency Appointing Authority</td><td style="width: 40%; text-align: center;"><u>State Forester Firewarden</u> _____ Title</td><td style="width: 20%; text-align: center;"><u>3/8/22</u> _____ Date</td></tr></table>		 _____ Agency Appointing Authority	<u>State Forester Firewarden</u> _____ Title	<u>3/8/22</u> _____ Date
 _____ Agency Appointing Authority	<u>State Forester Firewarden</u> _____ Title	<u>3/8/22</u> _____ Date		
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners</p> <p>_____ Date</p>				



Invoice # 03/04/2022

Corwin Ford
RENO

Sales • Service • Used Cars & Trucks

3600 KIETZKE LANE
RENO, NV 89502

Customer # **DIVISION OF FORESTRY**

P.O. BOX 12970
RENO, NV 89510

Sold to:

775-829-3206 Direct

Address:

City, State &
Zip Code

VIN	Year	Make	Model
	2023	Ford	F550 CREW CAB
Salesperson	Deal #		PO #
Dennis Tagliarino			

2023 F550 CHASSIS CREW CAB 4X4 STATE PRICING

99SWC-S1495

WHITE EXTERIOR, CLOTH INTERIOR

4.88 LIMITED SLIP, POWER WINDOWS, LOCKS

SYNC, SOF, UPFITTER SWITCHES, SPARE, PAYLOAD PKG

RUNNING LIGHTS, BLOCK HEATER, SKID PLATES, ALL

TERRAIN TIRES, 397 ALT, CAB STEPS, TRANS

PTO, TRAILER BRAKE CONTROLLER, EXTRA KEY, DIESEL

6.7, REAR CAMERA PKG,

CM FLATBED BED W/BOXES \$10,289

TRUCK TOTAL \$63,950

GRAND TOTAL \$74,239 PLUS \$28.25 TITLE FEE

*Thank you for your
business!*

Vehicle Order Information Form

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

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2023 Ford F-550 Crew Cab 4x4 with Flatbed		
Dealer Name:	Corwin Ford of Reno		
Delivery Location:	Carson City		
Vehicle Colors:	Exterior: Oxford White	Interior: Medium Earth Gray	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	3	\$ 63,950	\$ 191,850
SPECIFY OPTIONS: (description)			\$
CM Flatbed with Tool/Storage Boxes	3	\$ 10,289	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options		74,239	\$ 222,717
DMV Title and DRS Fee's		\$28.25	\$ 84.75
GRAND TOTAL:			\$ 222,801.75

Registered Owner:	Agency Name & Address: Nevada Division of Forestry 2478 Fairview Drive Carson City, NV 89701
Legal Owner:	Agency Name & Address: Nevada Division of Forestry 2478 Fairview Drive Carson City, NV 89701
County Vehicle Based In:	1 in Nye County, 1 in Elko County, 1 in Clark County
Name & Phone of Person to contact when vehicle is ready for delivery:	Robert Williams 775-684-2514



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 | Fax: (775) 684-0260

Date: February 23, 2022
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Philene O'Keefe, Executive Branch Budget Officer
Governor's Finance Office, Budget Division

A handwritten signature in blue ink, likely belonging to Philene O'Keefe, is written over the "From:" line.

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 INDUSTRIES

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Corrections, Prison Industries requests approval to purchase one used vehicle State Purchasing for a total amount not to exceed \$8,933.25.


Additional Information:

The department's Deputy Director of Silver State Industries currently uses a 2004 Buick LeSabre sedan that has 121,190 miles, an unknown electrical problem and interior rodent damage. The department seeks to replace this agency-owned vehicle with a used 2015 Chevrolet Tahoe recently surrendered to State Purchasing by the Nevada Highway Patrol division. All indications regarding the reliability of the 2015 Chevrolet Tahoe through maintenance history records received from State Purchasing are favorable and indicate that the vehicle will be reliable and fulfill the travel requirements of the Deputy Director.

The cost of a replacement vehicle was not included in the 2021-2023 biennial budget for Prison Industries. Work Program C58349 transferring funds from the Retained Earnings category to the Equipment category was submitted to the Budget Division to cover this unanticipated expense and is on hold pending approval of this request by the Board of Examiners.

Statutory Authority:
NRS 334.010

REVIEWED: 

REVIEWED: 

Steve Sisolak
Governor

Charles Daniels
Director

W. C. "Bill" Quenga
Deputy Director, Prison
Industries



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: February 15, 2022

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

From: Jeff Doucet, Administrative Services Officer
Department of Corrections, Prison Industries

Subject: NDOC Request to Purchase Surplus Vehicle from State Purchasing

The Nevada Department of Corrections (NDOC), Silver State Industries is seeking favorable approval to acquire a 2015 Cheverlot Tahoe from State Purchasing surplus for \$8,905 plus DMV Title Cost \$28.25. This vehicle will be used by Silver State Industries' Deputy Director for statewide travel requirements including: facility tours, inspections, meetings and media events.

The 2015 Cheverlot Tahoe will replace a 2004 Buick LeSabre Sedan which will be surrendered to State Purchasing for surplus upon the acquisition of the 2015 Cheverlot Tahoe. The 2004 Buick LeSabre has current mileage 121,190, an unknown electrical problem and interior rodent damage. The cost of the vehicle purchase was not built into Prison Industries budget and Work Program C58349 will establish the appropriate category and expenditure authority from Retained Earnings.

All indications regarding the reliability of the 2015 Cheverlot Tahoe through maintenance history records received from State Purchasing are favorable. Vehicle records provided to State Purchasing indicate that the replacement vehicle will be reliable and fulfill requirements for the Deputy Director.

Thank you for your time and consideration. If you have questions or wish to discuss further, please do not hesitate to contact me at jdoucet@doc.nv.gov or at 725-216-6073.


A handwritten signature in blue ink, appearing to read "Jeff Doucet", is written over a horizontal line.

Jeff Doucet, Administrative Services Officer - Prison Industries
Nevada Department of Corrections

Attachments (or Enclosures)

- Nevada State Purchasing Division Property Management Program, Vehicle/ Equipment Turn in Document
- Board of Examiners Request for Approval to Purchase a State Vehicle Pursuant to NRS 334.010

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

Agency Name: NDOC - Silver State Industries	Budget Account #: 3719
Contact Name: Jeff Doucet	Telephone Number: 725-216-6073
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information: Number of vehicles requested: <u>1</u> Amount of the request: <u>\$8,905.00</u> Is the requested vehicle(s) new or used: _____ Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>SUV</u> Mission of the requested vehicle(s): Replacement for Deputy Director vehicle used to conduct agency business.	
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u> </u> Replacement(s)	
Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain. Yes	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) <u>Current Vehicle Information:</u> Vehicle #1 Model Year: 2004 Odometer Reading: 121,190 Type of Vehicle: Buick LeSabre Sedan Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">  Agency Appointing Authority </div> <div style="width: 30%;"> <u>NDOC-DEPUTY DIRECTOR - PJ</u> Title </div> <div style="width: 30%;"> <u>02-11-2022</u> Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Board of Examiners </div> <div style="width: 40%;"> Date </div> </div>	

NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 EAST MUSSER, SUITE 300
CARSON CITY, NV 89701

SOLD TO:

Silver State Industries
1721 Snyder Ave, Carson City NV 89702

DATE: 3/7/2022

VTID CNTL #: 22-038RN

INVOICE #: 22-011

PO #:

EXCESS PROPERTY
BILL OF SALE

DESCRIPTION	STATE ID #	PROPERTY OF	B/A	PRICE
2015 Chevy Tahoe, NHP Unit 15-271 VIN 1GNSK2EC0FR679622	346954	NHP	4713	\$ 8,905.00
ALL ITEMS ON THIS INVOICE ARE SOLD AS IS-WHERE IS				

By signing below, the recipient agent named on this invoice acknowledges receipt of the property listed hereon and understands that the property is subject to the provisions of NAC 333.120, printed on the reverse side of this document.

INV TOTAL: \$ 8,905.00

PROPERTY SOLD BY: Judy Gates

RECEIVED BY:

DATE:

FOR OFFICE USE ONLY

REMIT TO:
NV STATE SURPLUS PROGRAM
515 E. MUSSER ST., STE 300
CARSON CITY, NV 89701

CUSTOMER COPY

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 | Fax: (775) 684-0260

Date: March 14, 2022

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

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF 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 Lleta Brown to provide technical assistance to registered apprenticeship programs for the Department of Business and Industry through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Additional Information:

Ms. Brown retired from the Department of Business and Industry on December 31, 2021 and is receiving pension benefits. Her skills and experience are needed to assist in compliance reviews of registered apprenticeship programs. The department intends to contract with Ms. Brown upon approval until June 30, 2022 on a part-time basis for approximately 20-30 hours per week.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: <u>LA</u>
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 24, 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 Lleta Brown who Manpower wants to hire. Lleta recently left state service and is collecting PERS.

Manpower is aware they will not be able to hire Lleta until April BOE approval.

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



**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE DIRECTOR**

Date: February 22, 2022

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

From: Terry Reynolds, Director
Nevada Department of Business and Industry

Subject: Authorization to Contract with a Former Employee

On behalf of the Nevada Department of Business and Industry, I respectfully request approval to contract with a former employee, Lleta Brown, through Manpower.

Assembly Bill (AB) 459, effective July 1, 2021, and passed during the 81st Regular Session of the Nevada Legislature (2021), amends certain provisions of Nevada Revised Statutes (NRS) section 610 and transfers the responsibility and accountability for the Nevada State Apprenticeship Council (NSAC), State Apprenticeship Director, and registered apprenticeship programs in the State of Nevada to the Office of the Labor Commissioner (OLC). Section 10.5 of AB 459 states: 1. The Office of the Labor Commissioner shall act as the State Apprenticeship Agency as defined in 29 C.F.R. § 29.2 and has responsibility and accountability for apprenticeship in this State.

Lleta Brown will provide technical assistance to registered apprenticeship programs and programs seeking to become registered apprenticeship programs and guidance and instructions on how to complete and maintain the required records and forms for registered apprenticeship programs. Ms. Brown will work with the Labor Commissioner and State Apprenticeship Director to develop a schedule for compliance reviews of registered apprenticeship programs (NAC 610.935) and complete compliance reviews and issue a report of findings to be presented to the Nevada State Apprenticeship Council as needed.

If you have any questions, please feel free to contact me at 775-684-2995 or treynolds@business.nv.gov.

Thank you.



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:	Lleta Brown		
Former Employee ID Number:	09443		
Former Job Title:	Deputy Labor Commissioner		
Former Employee Agency:	Office of the Labor Commissioner – Department of Business and Industry		
Former Class and Grade:	Class:	U3503	Grade: \$43.98 per hour
Former Employment Dates:	From:	1989	To: December 31, 2021
Requesting Agency:	Office of the Labor Commissioner – Department of Business and Industry		
Vendor:	Manpower		


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

X	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.
A	<p>Summarize scope of contract work.</p> <p>The position will provide technical assistance to registered apprenticeship programs and programs seeking to become registered apprenticeship programs and guidance and instructions on how to complete and maintain the required records and forms for registered apprenticeship programs. In addition, the position will perform compliance reviews of existing registered apprenticeship programs.</p> <p>Assembly Bill (AB) 459, effective July 1, 2021, and passed during the 81st Regular Session of the Nevada Legislature (2021), amends certain provisions of Nevada Revised Statutes (NRS) section 610 and transfers the responsibility and accountability for the Nevada State Apprenticeship Council (NSAC), State Apprenticeship Director, and registered apprenticeship programs in the State of Nevada to the Office of the Labor Commissioner (OLC). Section 10.5 of AB 459 states: 1. The Office of the Labor Commissioner shall act as the State Apprenticeship Agency as defined in 29 C.F.R. § 29.2 and has responsibility and accountability for apprenticeship in this State. Nevada Administrative Code (NAC) section 610 sets forth additional regulations for the NSAC, State Apprenticeship Director, and registered apprenticeship programs.</p> <p>The Governor's Office of Workforce Innovation (GOWINN) previously had the NSAC, and it does not appear to have conducted any compliance reviews during the period covering 2017-2021 as required by Nevada Administrative Code (NAC) section 610.935.</p>

	<p>Nevada Administrative Code (NAC) 610.935 Reviews for compliance. (NRS 610.090, 610.180)</p> <ol style="list-style-type: none"> 1. The Council will conduct a systematic review of programs of apprenticeship on a regular basis in order to determine the extent to which sponsors are complying with NAC 610.550 to 610.990, inclusive. 2. The Council will conduct reviews for compliance if circumstances, including the receipt of complaints not referred to a private body for review, warrant a review, and will take appropriate action regarding programs which are not in compliance with the requirements of this plan. 3. Reviews for compliance will consist of comprehensive analysis and evaluation of each aspect of the program of apprenticeship, including on-site investigations and audits. <p>This position will work with the Labor Commissioner and State Apprenticeship Director to develop a schedule for compliance reviews of registered apprenticeship programs and complete compliance reviews and issue a report of findings to be presented to the Nevada State Apprenticeship Council as needed.</p>
B	<p>Document former job description.</p> <p>The Deputy Labor Commissioner managed the Las Vegas office of the Office of the Labor Commissioner and supervised staff, conducted investigations and audits and pre-hearings and hearings, and assisted the Labor Commissioner in preparing reports and data for wage claims and complaints, public works projects, prevailing wage surveys, private employment agencies, and general complaints.</p>
C	<p>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?</p> <p>Yes. Ms. Brown has experience providing technical assistance to registered apprenticeship programs and those seeking to become registered apprenticeship programs and has conducted compliance reviews of registered apprenticeship programs. Ms. Brown will train and provide instructions to the State Apprenticeship Director and Chief Assistant on how to conduct compliance reviews of registered apprenticeship programs. Ms. Brown will work with the State Apprenticeship Director and Chief Assistant and assist registered programs on compliance issues and provide technical assistance to those seeking to become registered apprenticeship programs.</p>
D	<p>Explain why existing State employees within your agency cannot perform this function.</p> <p>The Office of the Labor Commissioner has limited staff and must utilize existing staff to perform other enforcement requirements. The Office of the Labor Commissioner is responsible for the enforcement of the following statutes and regulations.</p> <p>NRS 607 – Office of the Labor Commissioner NRS 608 – Compensation, Wages and Hours NRS 609 – Employment of Minors NRS 610 – State Apprenticeship Council NRS 611 – Private Employment Agencies NRS 613 – Employment Practices* NRS 614 – Organized Labor and Labor Disputes NRS 338 – Public Works NRS 617B–Professional Employer Organizations</p> <p>NAC 607 – Rules of Practice NAC 608 – Compensation, Wages and Hours NAC 609 – Employment of Minors NAC 610 – State Apprenticeship Council NAC 611 – Private Employment Agencies NAC 613 – Employment Practices NAC 338 – Public Works</p>
E	<p>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.</p> <p>N/A.</p>
F	<p>List contractors' hourly rate.</p>

	\$39.94
	List the range of comparable State employee rates.
	Compliance Audit Investigator II - Grade 33 - \$22.60 - \$33.40 Management Analyst II - Grade 35 - \$24.56 - \$36.48 Program Officer II/III - Grade 33 & 35 - \$22.60 - \$36.48
H	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?
	N/A.
I	Document justification for hiring contractor.
	The former employee (Ms. Brown) possesses the required expertise and experience to provide technical assistance to registered apprenticeship programs and those seeking to become registered apprenticeship programs. Ms. Brown has experience performing compliance reviews of registered apprenticeship programs. No compliance reviews appear to have been conducted during the period covering 2017-2021 while the NSAC was under GOWINN. These compliance reviews need to be completed and Ms. Brown is the best available option to perform this duty. Existing staff have other enforcement responsibilities, and Ms. Brown will train and provide guidance to the State Apprenticeship Director and Chief Assistant on how to perform compliance reviews going forward.
J	Will the employee be collecting PERS at any time during the contract?
	Yes.
K	What is the duration of the contract with the former employee? (Include start and end date)
	Upon approval by the Board of Examiners through June 30, 2022.
L	Will the former employee be working full time or part time? If part time, how many hours?
	Part-time -- 20 to 30 hours per week.
M	Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).
	No.
Comments – Provide any additional comments:	
There are sufficient funds to cover this request through fiscal year 2022.	

Approval for Authorization to Contract with a Former Employee:

 Director

Signature of Agency Head Authorizing Request Date 2/22/22



Purchasing Administrator Signature (if a Statewide Contract) Date 2/24/22



Budget Analyst Signature Date 3/14/22

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 | Fax: (775) 684-0260

Date: March 14, 2022

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

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF 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 Shannon Moyle to assist with the reintegration of the Offender Management System back into the Nevada Offender Tracking Information System for the Department of Corrections through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Additional Information:

Ms. Moyle retired from the Department of Corrections on September 15, 2020 and is receiving pension benefits. Her skills and experience are needed to assist in planning, organizing, implementing and controlling the department's inmate classification system. The department intends to contract with Ms. Moyle from April 15, 2022 until June 30, 2022 on a part-time basis for approximately 25 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**

March 8, 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 Shannon Moyle who Manpower wants to hire. Shannon recently left state service and is collecting PERS.

Manpower is aware they will not be able to hire Shannon until April BOE approval.

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

Steve Sisolak
Governor

Charles Daniels
Director

Lisa Lucas
Deputy Director Support
Services



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: March 8, 2022

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

From: Lisa Lucas
Deputy Director of Support Services

Subject: Request to Contract with Former State Employee Shannon Moyle

The Nevada Department of Corrections is currently contracted with Manpower to provide temporary staffing services.

The Department is respectfully requesting approval to authorize the contractor to use former NDOC employee to assist in documenting the business process for sentence calculation for the reintegration of OSM back into NOTIS.

Attached are one (1) new requests for Authorization to Contract with a Former Employee. The former employee will not start employment with the contractor until after approval by BOE.

Thank you for your time and consideration. If you have questions or wish to discuss further, please do not hesitate to contact me at llucas@doc.nv.gov or at 775-977-5608.

A handwritten signature in black ink, appearing to read "Lisa Lucas".

Lisa Lucas, Deputy Director of Support Services
Nevada Department of Corrections

Attachments (or Enclosures)



**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:	Shannon Moyle			
Former Employee ID Number:	10521			
Former Job Title:	Offender Management Administrator			
Former Employee Agency:	Nevada Department of Corrections			
Former Class and Grade:	Class:	Social Service & Rehabilitation	Grade:	44
Former Employment Dates:	From:	8/28/1990	To:	9/15/2020
Requesting Agency:	Nevada Department of Corrections			
Vendor:	Manpower			

Please mark which of the following applies and complete Sections 'A' through 'M' below:	
X	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.
A	Summarize scope of contract work. Document the business process requirements for all sentences and the corresponding accounting including legal charges associated with an offender. Also documenting all adjustments to sentence calculation algorithms and accounting processes associated with sentences.
B	Document former job description. Responsible for planning, organizing, implementing and controlling the department's inmate classification system, for statewide application in the classification of inmates from reception to discharge.
C	Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a timeframe for the transfer? The former employee has 30 years of NDOC institutional knowledge and in depth knowledge of classification and sentence management.
D	Explain why existing State employees within your agency cannot perform this function.

	Offender Management cannot provide the man hours needed for this project without state-wide classification falling behind. A non-NDOC professional contractor would be more expensive and they would lack the institutional knowledge.
E	<p>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.</p> <p>No relation</p>
F	<p>List contractors' hourly rate.</p> <p>\$35.00 Per Hour</p>
G	<p>List the range of comparable State employee rates.</p> <p>Grade 38 Title 7.655 At Step 9 Bi-Weekly \$2,781.60 Monthly \$6,049.98 Annually \$72,599.76 or \$34.77/Hour Employer Only At Step 10 Bi-Weekly \$2,912.00 Monthly \$6,333.60 Annually \$76,003.20 or \$36.40/Hour Business Process Analyst III</p>
H	<p>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?</p> <p>N/A Rate is lower than comparable State employer rate.</p>
I	<p>Document justification for hiring contractor.</p> <p>Offender Management is currently short staffed and instead of taking the current staff away from their daily duties, which would put them behind with state-wide classification.</p>
J	<p>Will the employee be collecting PERS at any time during the contract?</p> <p>Yes</p>
K	<p>What is the duration of the contract with the former employee? (Include start and end date)</p> <p>4/15/2022 – 6/30/2023</p>
L	<p>Will the former employee be working full time or part time? If part time, how many hours?</p> <p>Part-time at 25 Hours Per Week \$35.00 Per Hour x 100 Hours Per Month x 12 Months = \$42,000 Funding is provided for this project through Budget Account 3714 One Shot Appropriations – Contracted Services</p>
M	<p>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</p> <p>No</p>

Comments – Provide any additional comments:

Approval for Authorization to Contract with a Former Employee:



Signature of Agency Head Authorizing Request

3-8-2022

Date



Purchasing Administrator Signature (if a Statewide Contract)

3/8/22

Date



Budget Analyst Signature

3/14/22

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 | Fax: (775) 684-0260

Date: March 14, 2022

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

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF 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 Karen Rutledge to provide assistance in legal research, dissemination of publications, and oversight of legal intake of mail for the Attorney General through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Additional Information:

Ms. Rutledge retired from the Attorney General on October 30, 2021 and is receiving pension benefits. Her skills and experience are needed to provide assistance and training of intake for legal mail. The department intends to contract with Ms. Rutledge from April 13, 2022 until June 30, 2022 on a part-time basis for approximately 25 hours per week.

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

March 10, 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 Karen Rutledge who Manpower wants to hire. Karen recently left state service and is collecting PERS.

Manpower is aware they will not be able to hire Karen until April BOE approval.

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

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

March 9, 2022

JESSICA L. ADAIR
Chief of Staff

LESLIE NINO PIRO
General Counsel

HEIDI PARRY STERN
Solicitor General

Electronic Mail

TO: Annette Morfin, Purchasing Officer
Department of Administration, Purchasing Division

FROM: Jessica Hoban, Chief Financial Officer, Nevada Attorney General
Sandra Geyer, Legal Office Manager, Nevada Attorney General

Re: Authorization to Contract with Former Employee – Karen Rutledge

The Nevada Attorney General is requesting to contract with a former employee, Karen Rutledge, 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. Rutledge oversaw our legal process for lawsuits and legal mail. She was responsible for all legal process service on our office and on behalf of the Constitutional Officers, both former and present. Much of the documents that need to be reviewed are complex and in-depth as it pertains to the laws of the state and constitutional violations.

Through this contract, Ms. Rutledge will work with the current staff and new staff in training them regarding the laws of acceptance of service and this office's jurisdiction in providing legal assistance to our state agencies.

Please contact me if additional information or clarification is needed. My phone number is 775-684-1238 or I can be reached at sgeyer@ag.nv.gov.



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:	Karen Rutledge		
Former Employee ID Number:	34062		
Former Job Title:	Legal Researcher Unclassified – Comparable Classified title is Supervising Legal Secretary		
Former Employee Agency:	Nevada Attorney General		
Former Class and Grade:	Class:	2.151	Grade: 31
Former Employment Dates:	From:	8/09/2005	To: 10/30/2021
Requesting Agency:	Nevada Attorney General		
Vendor:	Manpower		

Please mark which of the following applies and complete Sections ‘A’ through ‘M’ below:

X	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.
A	Summarize scope of contract work. Karen has knowledge of how our office works, provide support for the office in with various degrees of expertise, including support for a division she was primarily responsible for in her previous position. Review and process of complex legal mail.
B	Document former job description. Legal Research, order and disseminate publications, oversee the legal intake of mail and determine if our office is a party. Accepting legal service of documents and determining if the document is part of an active case or if it needs further review by an attorney. Organization of Continued Legal Education, Legal Opinions and other multi-state and quasi-jurisdictional lawsuits.
C	Is the former employee being hired because of their specialized knowledge of the agency’s operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a timeframe for the transfer? Yes. Yes we have staff that will benefit from hands on training that would otherwise not be accomplished. The prior employees that were hired and who were responsible for a portion of the responsibilities have resigned or are resigning within the next couple of weeks.
D	Explain why existing State employees within your agency cannot perform this function.

	They have resigned or are resigning in the next couple of weeks. We are beginning the process of recruiting however, recruitments generally take a couple of months to complete and current trends are resulting in multiple recruitments before a qualified candidate is offered and accepts a position.
E	Document if the individual overseeing or establishing the contract is related to the contractor. If so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.
	Not applicable
F	List contractors' hourly rate.
	\$25.00
G	List the range of comparable State employee rates.
	\$19.13 - \$27.96 per hour for Legal Secretary II
H	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?
	N/A
I	Document justification for hiring contractor.
	Knowledge, expertise and training.
J	Will the employee be collecting PERS at any time during the contract?
	Yes as this request is for part time only, not to exceed 5 hours a day or 25 hours per week.
K	What is the duration of the contract with the former employee? (Include start and end date)
	Initial time frame of 4/13/2022 – 6/30/2022, with potential to extend up to a total 6 month period if needed to fill vacant positions.
L	Will the former employee be working full time or part time? If part time, how many hours?
	Part time – not to exceed 5 hours per day or 25 hours per week.
M	Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).
	No

Comments – Provide any additional comments:

The office has struggled with recruiting and retention due to the state wage. We are at a cross-road where the business at the Attorney General's office will be gravely affected if we cannot recruit, train and secure employees for the positions in this office.

Approval for Authorization to Contract with a Former Employee:

 
Signature of Agency Head Authorizing Request Date

 
Purchasing Administrator Signature (if a Statewide Contract) Date

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

Date: March 17, 2022
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Melanie Young, Budget Administrator 
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 INDIGENT DEFENSE SERVICES

Agenda Item Write-up:

Pursuant to NRS 353.268, the Department requests the Board's recommendation to the Interim Finance Committee for an allocation of \$8,960 from the Interim Finance Contingency Account to reimburse Carson City and Humboldt County for costs associated with the maximum contribution amount for indigent defense related costs.

Additional Information:

The Department of Indigent Defense Services implemented regulations relating to the maximum contribution formula, which were approved at the October 22, 2021, Legislative Commission meeting. This request will reimburse costs for indigent defense case related expenses such as, investigators and experts as provided for in the Financial Status Reports submitted by these counties. These costs were incurred during the time period of October 1, 2021, through December 31, 2021.

Statutory Authority:

BOE approval required pursuant to NRS 353.268.

REVIEWED: _____



**STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES**

896 W. Nye, Suite 202 | Carson City, NV 89703
(775) 687-8490 | www.dids.nv.gov

Memorandum

DATE: March 11, 2021

TO: Melanie B. Young, Budget Administrator, Governor's Finance Office
Susan Brown, Director, Governor's Finance Office

FROM: Marcie Ryba, Executive Director, Department of Indigent Defense Services

SUBJECT: Request for Contingency Funds to Reimburse non-*Davis* Counties

This memorandum serves as a request for approval of the Department of Indigent Defense to seek additional funding from the Interim Finance Committee Contingency Account to reimburse certain non-*Davis* counties pursuant to the maximum contribution formula of the Board on Indigent Defense Services.

The Board on Indigent Defense Services (BIDS) adopted regulations setting forth the maximum amount that each county will pay for the provision of indigent defense services. See NRS 180.320(3). The maximum contribution formula, contained in Section 16 of the BIDS Regulations, provides, in part, that the maximum contribution for case related expenses may be \$0 so long as the county, in its plan for the provision of indigent defense services, provides for a process to authorize case-related expenses for indigent defense attorneys that excludes the judiciary.

In their plans for the provision of indigent defense services, Carson City and Humboldt County have provided for a case-related expenses approval process which excludes the judiciary. In the second quarter of 2022, on case-related expenses

- Carson City expended \$2,373, and
- Humboldt County expended \$6,587.

We respectfully request submission of this request in the amount of \$8,960 to the next Board of Examiners and Interim Finance Committee meetings. Work program C58035 has been submitted for this request.

State of Nevada Work Program

WP Number: C58035

FY 2022

☐ Add Original Work Program

☒ XXX Modify Work Program

BUDGET DIVISION USE ONLY

DATE

APPROVED ON BEHALF OF
THE GOVERNOR BY

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
01/26/22	101	111	1008	DEPARTMENT OF INDIGENT DEFENSE SERVICES

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	8,960	62,010	70,970
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		8,960		70,970
Total Budgetary & Revenue GLs					8,960		

Expenditures

CAT	Amount	CAT	Amount
34	8,960		
Sub Total Category Expenditures			8,960

Remarks

The purpose of the work program is to reimburse counties pursuant to the maximum contribution formula of the Board on Indigent Defense Services for indigent defense case related expenses of experts and investigators. See NRS 180.320(3), Board on Indigent Defense Services (BIDS) Regulations, Section 16. The formula determines that maximum amount that a county may be required to pay for the provision of indigent defense services.

Total Budgetary General Ledgers and
Category Expenditures (AP)

8,960

mryba

Authorized Signature

01/26/22

Date

Controller's Office Approval

Requires Interim Finance approval since Asks for appropriation of Contingency Funds

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 | Fax: (775) 684-0260

Date: March 17, 2022
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Jim Rodriguez, Executive Branch Budget Officer
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

DEPARTMENT OF PUBLIC SAFETY – DIGNITARY PROTECTION

Agenda Item Write-up:

Pursuant to NRS 353.268, the Department requests the Board's recommendation to the Interim Finance Committee for an allocation of \$373,051 from the Interim Finance Contingency Account to fund three additional positions.

Additional Information:

Due to recent nationally noted events of violence toward political leaders at every level, including incidences in Nevada, and information gained from recent joint intelligence bulletins detailing an elevated threat to elected officials nationwide, the Department of Public Safety is requesting to increase the protective detailed assigned to the Governor.

Additionally, a recent assessment of the Dignitary Protection operation by the Capital Police Chief revealed the need for expanding the protective team due to various national threat alerts and anticipation of additional potential threats associated with the coming elections.

Statutory Authority:

BOE approval required pursuant to NRS 353.268.

REVIEWED: ARF 4/1/22

Steve Sisolak
Governor



Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Director's Office

555 Wright Way
Carson City, Nevada 89711
Telephone (775) 684-4808 - Fax (775) 684-4809

Memorandum

DATE: March 31, 2022
TO: Susan Brown, Director
FROM: Curtis Palmer, ASO IV *CP*
THROUGH: George Togliatti, Director *George Togliatti*
SUBJECT: Request for IFC Contingency Funds FY23

Pursuant to NRS 353.268(2), the Department of Public Safety, Dignitary Protection, respectfully requests a favorable decision and recommendation from the Board of Examiners for use of IFC Contingency funds to increase Budget Account 4738 for funding of one DPS Sergeant and two DPS Officer IIs and related expenses for increased dignitary protection in the north and south areas of the state.

The political climate in America today is more polarizing than at any time in recent history. This climate has elevated the threat level posed to our political leaders. The country has witnessed several assassinations of national political leaders, several attacks on State and local elected officials, and several murders of Federal and State judges.

Due to the heightened political climate, the Agency requested three additional PCNs in FY22 and has demonstrated they can support those positions in their current approved budget. However, the agency anticipates the need for additional funding in FY23. This request is for Salaries and EITS expenses only. Additional funding needs will be addressed at a later date.

Therefore, the total projected dollar amount for the added personnel in fiscal year 2023 is:

FY2023
\$373,051
WP C58704

Steve Sisolak
Governor



Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Director's Office

555 Wright Way
Carson City, Nevada 89711
Telephone (775) 684-4808 - Fax (775) 684-4809

Memorandum

DATE: March 31, 2022
TO: Susan Brown, Director
FROM: Curtis Palmer, ASO IV *CP*
THROUGH: George Togliatti, Director *George Togliatti*
SUBJECT: DPD Request for the addition of three PCNs

A joint intelligence bulletin released on April 27, 2021, highlighted an elevated threat to elected officials nationwide from domestic violent extremists (DVEs). These groups are motivated by perceptions of election fraud and perceived government infringement on their constitutional rights, as well as conspiracy theories surrounding the presidential election and the ongoing COVID-19 pandemic. In the last two years, threats to Congress have increased nearly 855% from a variety of actors. Based on these factors, examining our current protective posture for the Governor is prudent.

Recently our own state experienced verbal attacks on elected officials in a public place. A recent assessment of the Dignitary Protection operation by the Capital Police Chief revealed the need for expanding the protective team. With this being an election year, the need for stronger protective services is critical to protect Governor and First Family.

Therefore, the Department of Public Safety, Dignitary Protection Detail, respectfully requests a favorable decision to increase Budget Account 4738 personnel count by one DPS Sergeant and two DPS Officer IIs for increased dignitary protection in the north and south areas of the state.

The Agency has determined projections of adding these positions to be within the current approved budget for fiscal year 2022. We have included projections and an org chart for review.

Work Program C58704 has been created to fund FY23. A separate memo is supplied for that purpose.

Department of Public Safety
Agency 650-Budget Account 4738
Dignitary Protection
FY2022 Expenditures as of
3/31/2022

Expenditures	BUDGETED	ACTUAL	PENDING	TOTAL		OVER/UNDER BUDGET	Over/Under %
				ACTUAL & PENDING			
01	\$ 575,153	\$ 308,142.63	\$ 255,840.38	\$ 563,983.01	\$ 11,169.99		1.94%
02	38,028	24,104.36	4,824.00	28,928.36	* 9,099.64		23.93%
03	17,675	6,003.27	13,519.08	19,522.35	* (1,847.35)		-10.45%
04	47,070	25,720.14	28,684.63	54,404.77	* (7,334.77)		-15.58%
05	-	-	1,500.00	1,500.00	* (1,500.00)		
15	2,457	-	835.00	835.00	* 1,622.00		66.02%
18	808	591.36	1,013.76	1,605.12	(797.12)		-98.65%
21	558,418	276,925.00	276,925.00	553,850.00	* 4,568.00		0.82%
26	7,160	2,419.40	2,884.82	5,304.22	1,855.78		25.92%
29	1,400	125.98	2,311.00	2,436.98	* (1,036.98)		-74.07%
30	-	-	-	-	-		0.00%
81	7,978	5,985.00	1,995.00	7,980.00	(2.00)		-0.03%
82	52,419	39,315.75	13,105.25	52,421.00	(2.00)		0.00%
83	2,460	2,460.00	-	2,460.00	-		0.00%
87	195	146.25	48.75	195.00	-		0.00%
89	-	-	-	-	-		0.00%
93	-	-	-	-	-		#DIV/0!
	\$ 1,311,221	\$ 691,939.14	\$ 603,486.67	\$ 1,295,425.81	\$ 15,795.19		1.20%
					797.12		
					16,592		

DAWN Total	\$ 691,939.14	3/29/22	TB
Variance to DAWN	\$ -		

* includes projections for anticipated new officer's expenses

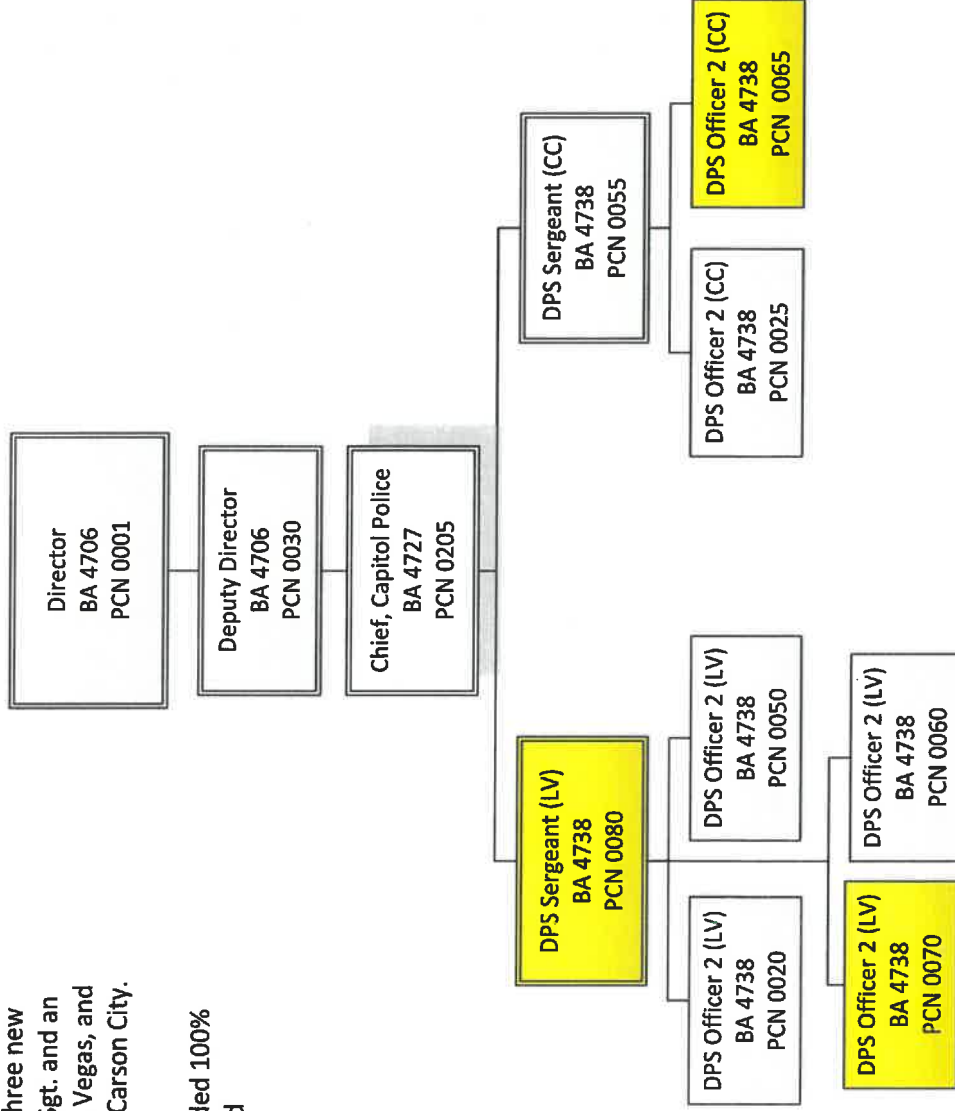
Department of Public Safety

Dignitary Protection Detail (DPD)

Organizational Chart (Proposed)

Requesting three new positions, a Sgt. and an officer in Las Vegas, and an officer in Carson City.

Position funded 100% General Fund



State of Nevada Work Program

WP Number: C58704

FY 2023

	Add Original Work Program	XXX	Modify Work Program	BUDGET DIVISION USE ONLY DATE _____ APPROVED ON BEHALF OF THE GOVERNOR BY _____
DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
03/31/22	101	650	4738	DPS - DIGNITARY PROTECTION

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	373,051	0	373,051
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		373,051		373,051
Total Budgetary & Revenue GLs					373,051		

Expenditures

CAT	Amount	CAT	Amount
01	370,112		
04	265		
26	2,674		
Sub Total Category Expenditures			373,051

Remarks

This request adds funding for additional sworn PCNs added in FY22 for extended protection for the Governor and the first family, both north and south. Due to recent events and in light of the upcoming election, additional and extended protection is needed for the day and swing shifts.

Total Budgetary General Ledgers and Category Expenditures (AP) 373,051

Authorized Signature

Date

Controller's Office Approval

Requires Interim Finance approval since WP is equal to or exceeds \$75,000 cumulative for category

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 | Fax: (775) 684-0260

Date: March 23, 2022

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 blue ink, appearing to read "Jim R", is placed next to the "From:" line.

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 408.353(2), the Director of the Nevada Department of Transportation (NDOT) requests the Board of Examiners' approval of a license agreement to occupy space for radio communication facilities and equipment on property owned and managed by The Border Inn, LLC.

Additional Information:


The original agreement for this communication site was entered into in December 2003 and had been in use since that time without break through three amendments. The agreement allows NDOT to utilize radio communication site space for its 800MHZ radio system. The site is located at the Border Inn, in the County of White Pine, Nevada at the juncture of US50 and US6 along the Nevada/Utah state border.

Due to the recent appointment of Mr. Gary Perea to the Nevada Transportation Board of Directors (NTBD), and pursuant to NRS 408.353, NDOT is requesting retroactive ratification/approval of this contract, with all associated amendments, by the Board of Examiners. Mr. Perea currently has a 50-percent ownership interest in The Border Inn, LLC and is delaying his participation with the NTBD until approval of the Board of Examiners is obtained.

The noted statute, NRS 408.353, directs that if the Director of the Department deems it necessary to enter into a contract with a person, or entity, that has any interest, directly or indirectly, in any contract entered into by the Department, the Director shall submit the proposed contract to the Board of Examiner for approval. While technically, there is no new action to take on this contract since the last amendment to the contract (Amendment #3) was approved by the NDOT Board on September 11, 2018 (prior to Mr. Perea's appointment to the Board) and remains in effect through November 2023, at which time the contract will terminate.

Statutory Authority:

NRS 408.353

REVIEWED: 
ACTION ITEM: _____



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

MEMORANDUM

RECEIVED

MAR 14 2022

Date: March 14, 2022
TO: Chair, Nevada Board of Examiners
FROM: Kristina Swallow, P.E., Director, Department of Transportation
SUBJECT: Contract P895-03-067 – Approval/ratification by Board of Examiners pursuant to NRS 408.353

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

DocuSigned by:

Kristina Swallow
C4B612FC2C1E4FB...

It has come to my attention that the Transportation Department (NDOT) has a license agreement for space to house Communications Facilities related to the Nevada Shared Radio System, a public safety communications system, which may present an issue to NDOT under NRS 408.353. That contract, which was originally executed in 2003 at the request of NDOT and at the price offered by NDOT, has a total value of \$125,067.91, with an current annual payment of \$8193.76. The term of the lease contract including three five-year amendments expires November 30, 2023. The contract, (Attached along with its amendments to this memo) is with The Border Inn, LLC, a company based in Baker, White Pine County, Nevada at the Nevada-Utah stateline, as is the leased space. The particular location is necessary to allow for the operation of the public safety Nevada Shared Radio System in that geographic area because it is line-of-sight with Cave Mountain and another of NDOT's communications sites, and its proximity to an AT&T site that supplies a T-1 line necessary for the radio operations. Under the agreement, the equipment is co-located with other similar facilities and is managed by the property owner in the combined best interests of all users.

This contract came to my attention when the recently appointed Board member, Gary Perea, contacted NDOT General Counsel in mid-January of this year to disclose his 50% ownership interest in the Border Inn, LLC, and to discuss the best course of action to take in relation to that contract given his appointment to become a Transportation Board member.¹

Mr. Perea sought and obtained an advisory opinion from the Nevada Ethics Commission related to his Board appointment and the contract, which opinion found no ethical violation under the provisions of NRS Chapter 281, but did advise him to disclose the agreement on the public record and to abstain from taking any action on the contract pursuant to NRS 281A.420(1) and (3).² The Ethics commission limited its discussion and action to Nevada Ethics Law and

¹ The contract, which involves a single annual payment and no individualized oversight of the space or equipment by the licensor, had not been brought to mind when Mr. Perea first applied for appointment. However, once an invoice for the annual payment was prepared by Border Inn, LLC, Mr. Perea realized the potential conflict and brought the information to NDOT counsel.

² Mr. Perea originally requested a confidential advisory opinion, but has disclosed the opinion to NDOT, to the Governor and to NDOT Counsel. He has further advised that he asked the Ethics Commission to make the opinion public. Thus, discussion of it here is appropriate.

specifically noted it had no authority to waive the requirements of NRS 408.353. Mr. Perea has delayed his service as a board member until this matter is resolved.

NRS 408.353 prohibits "any NDOT Board member, director, other officers or employees from having any interest, directly or indirectly, in any contract entered into by the Department." NRS 408.353(1). This statute allows an exception to this prohibition if, "the Director of the Department deems it necessary to enter into a contract with one of the persons described in subsection 1." The exception requires the Director to submit the contract to the State Board of Examiners for approval. NRS 408.353(2). Generally, this step is required prospectively of the execution of the contract. In this case, however, the contract pre-existed the circumstances requiring approval of the BOE by twenty years. Thus, the Department is asking the BOE to ratify the contract as it currently exists.

This contract is necessary to the Department because the location is remote and minimally developed. Nonetheless, coverage of the area by the public safety communication system is necessary to the health and safety of the people of the state, particularly those living in the area in and surrounding Baker in White Pine County. Staff from the Communications office of the Department inform me that there is presently no other suitable location which is properly equipped, powered and temperature controlled to house this communications equipment. As noted, the facility is at a location that provides access to a necessary T-1 line and to another NDOT radio tower on a nearby mountain which allows for radio transmission capacity. NDOT is not the only entity leasing space in this facility. Rather the space is shared with other similar facilities. I am further informed that NDOT is working to build its own Communications tower and space to house necessary facilities, which construction should be completed close to, and most likely before the expiration of the term of the contract at issue today. This will allow the Department to sever its contractual relationship with Border Inn, LLC, which will remove any conflict for Mr. Perea as a Board member.

The contract, which was executed some twenty years before Mr. Perea was appointed to the Transportation Board, has a de minimus annual value and provides no incentive for the new Board Member to take any action that is not based on the best interests of the Department. The contract is necessary to the Department for the reasons stated, including promoting and protecting the public health and safety. There are currently no alternative locations in the area, and a stand-alone NDOT Communications facility is being constructed and will be ready to house the communications facilities within the next year or two. Once complete, there will be no need to continue the contract with Border Inn, LLC and it will be terminated.

For the above reasons, NDOT seeks ratification of Contract Number P895-03-067 and its amendments between NDOT and the Border Inn, LLC as required in NRS 408.353.

Attachment

NDOT Contract P-895-03-067

SITE: Border Inn Tower

Agreement Number P895-03-067

COMMUNICATION FACILITIES LICENSE AGREEMENT

This Agreement is made and entered into this 1st day of December 2003, by and between, The Border Inn, LLC, P.O. BOX 30, Baker, NV 89311, hereinafter referred to as the LICENSOR and the State of Nevada, Department of Transportation, hereinafter referred to as the LICENSEE.

WITNESSETH

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the Department of Transportation may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, LICENSOR holds title to a leased portion of that certain premises located at The Border Inn, in the County of White Pine, State of Nevada and more particularly described as, US 50 and US6 at the Nevada/Utah Stateline; and

WHEREAS, LICENSEE desires to secure the right to locate and operate communications equipment on said premises and to transmit and receive communications signals from and to said premises owned by the LICENSOR;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - THE PREMISES AND ITS USE

The LICENSOR hereby agrees to License unto the LICENSEE and the LICENSEE hereby agrees to License from the LICENSOR, space within that certain premises located at the Border Inn in the County of White Pine, State of Nevada and more particularly described as US 50 and US6 at the Nevada/Utah Stateline for such uses as will accommodate the LICENSEE's installation and operation of communications equipment on the subject property, said equipment to include but not be limited to radio antennas, radio transceivers, associated multiplexers, data acquisitions and control devices, emergency power systems, and battery systems. LICENSEE acknowledges that LICENSEE's equipment is being co-located with other users at this location, and that LICENSOR manages this location in the combined best interests of all users. Therefore, all communications equipment and appurtenances are subject to the approval by LICENSOR prior to installation. The specific equipment and frequencies to be installed shall be listed on the attached Attachment A. NDOT personnel will sign Attachment B and The Border Inn will approve Attachment C.

ARTICLE II - TERM OF LICENSE

LICENSOR hereby agrees to License unto LICENSEE and LICENSEE hereby agrees to License from LICENSOR, the subject premises, with the term of said License commencing on December 1, 2003 and terminating on November 30, 2008, unless this License Agreement has been renewed according to the provisions hereinafter set forth. It is hereby specifically and expressly agreed by the parties hereto that this License Agreement or any renewal thereof shall be terminated immediately if for any reason the Nevada State Legislature and or the Federal Government limits, restricts or impairs LICENSEE'S funding and or ability to satisfy its obligations under this License Agreement.

ARTICLE III - COMPLIANCE WITH THE LAW

The parties shall comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, applicable to the premises, including but not limited to OSHA, The Americans With Disabilities Act of 1990 (ADA), set forth in 42 U.S.C. Section 12101 through 12213 and 47 U.S.C. Section 225.611, at parties sole cost and expense.

ARTICLE IV - FEES AND CHARGES

LICENSEE agrees to pay the LICENSOR the sum of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00), representing full compensation for all annual services to be provided by the LICENSOR under this License Agreement. LICENSEE shall tender payment to the LICENSOR on an annual basis. The annual fee paid by LICENSEE to LICENSOR shall increase by four percent (4%) annually beginning December 1, 2004, and every anniversary of that date thereafter. The services to be provided by the LICENSOR to the LICENSEE in consideration for the LICENSEE's payment of the aforementioned sum shall include:

- a. Facility space: 2' x 2' x 7' Rack Space, 3 Transceivers with Combiner
- b. Tower space: one Decibel Products DB-803 Enclosed Dipole Antenna
- c. Utilities: including heat, air conditioning, electricity

ARTICLE V - REPAIR AND MAINTENANCE

1. LICENSOR agrees to maintain the premises in as good a state of repair as when first occupied.
2. LICENSOR agrees to make any and all replacements and or repairs, including but not limited to the structural, heating, air conditioning, flooring, roofing, wall, electrical, gas and plumbing elements, components and structures requiring replacement and or repair as a result of any defect, wear or damage not caused by the negligence of the LICENSEE.
3. LICENSOR agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to LICENSEE.
4. The parties agree that the LICENSEE shall be entitled to an abatement and or reduction in fees charged under this License Agreement in the event of any impairment of the LICENSEE'S use or enjoyment of the LICENSED premises.

ARTICLE VI - INTERFERENCE

1. In the event that interference occurs after initialization of equipment operation approved by Attachment C, Equipment Selection and Installation Approval, the parties agree to jointly pursue identification and resolution of the interference. If such resolution is not economically feasible, as determined by the LICENSEE, the LICENSEE shall remove its equipment and the Agreement will be terminated.

ARTICLE VII - LIABILITY AND INDEMNIFICATION

1. LICENSOR shall not be liable for any damage to LICENSEE's equipment on account of vandalism or terrorist attack, power failure, lack of heat, weather conditions, natural and man-made phenomena such as "skip" interference, power line, ignition noise, and co-channel interference.
2. To the fullest extent permitted by law, the LICENSOR shall indemnify, hold harmless and defend the State of Nevada, any of its departments, divisions, agencies, officers, and or employees from and against all liability, claims, actions, damages, losses and expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, omission, act and or negligence of the LICENSOR or any person employed by the LICENSOR, or any others for whose acts the LICENSOR is legally liable. The sums shall include, in the event of any claim and or action, the amount of judgment, court costs, expense of litigation, expert witness fees and reasonable attorney's fees.

3. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any LICENSEE breach shall never exceed the amount of funds, which have been appropriated for payment under this License Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE VIII - INSURANCE

1. LICENSOR agrees and accepts that LICENSEE is self-insured.

2. The LICENSOR shall furnish the LICENSEE with an Endorsement and Certificate of General Liability and Property Damage Insurance, evidencing insurance coverage having a single limit of One Million Dollars and No/100 (\$1,000,000.00) and naming the LICENSEE as an additional insured and shall maintain such insurance for the entire period of the License Agreement. The LICENSOR shall provide the LICENSEE with thirty (30) days advance written notice of any modification or cancellation of said policy. The LICENSOR shall provide the LICENSEE with said Endorsement and Certificate evidencing such insurance, within thirty (30) days of the effective date of this Communication Facilities License Agreement. The LICENSOR and LICENSEE agree that the cost of this insurance coverage shall be born entirely by the LICENSOR and shall not be paid by the LICENSEE under the instant Communication Facilities License Agreement.

ARTICLE IX - CHOICE OF LAW AND FORUM

This License Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

ARTICLE X - NOTICE OF CLAIM

LICENSOR shall serve the LICENSEE with written notice of any third party claim, suit and or legal action which may affect LICENSEE, with LICENSOR to serve the LICENSEE with such written notice within thirty (30) days of the LICENSOR's receipt of oral and or written notice of actual or pending claim, suit and or legal action. LICENSEE shall have the right to defend and compromise the actual or pending claim, suit and or legal action and LICENSOR shall indemnify the LICENSEE against all liability, actions, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs arising out of the LICENSEE's defense and compromise of such actual or pending claims, suits and or legal actions, to the fullest extent authorized under the terms of this License Agreement.

ARTICLE XI - OPTION TO RENEW

LICENSEE shall have the option to renew this License Agreement under the same terms and conditions, for FIVE (5) successive ONE (1) year License term(s) by serving LICENSOR with written notice of its intention to renew at least thirty (30) days prior to the expiration of the License term. The exercise of the renewal option shall not be effective or binding upon the LICENSEE unless and until the same has been approved by the appropriate official action of the Nevada Department of Transportation. Rental rates for any option term shall be increased at the rate of four percent (4%) over the rate of the preceding year.

ARTICLE XII - NOTICES

Except as otherwise provided for within this License Agreement, all notices or other communications required or permitted to be given under this License shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the address set forth below:

For LICENSEE:

Jeffrey Fontaine, P.E., Director
Attention: Hector Quiroga
Telecommunications Coordinator
Nevada Department of Transportation
Data Processing and Telecommunications Division
1263 South Stewart Street
Carson City, Nevada 89712
Phone Number: (775) 888-7884
Fax Number: (775) 888-7305
E-mail Address: hquiroga@dot.state.nv.us

For LICENSOR:

Denys M Koyle, Partner
Border Inn
P.O.BOX 30
Baker, NV 89311
Phone Number: (775) 234-7300
Fax Number:
E-mail Address: borderinn@aol.com

ARTICLE XIII - PAYMENT OF TAXES

LICENSOR shall timely pay any and all applicable sales, use and personal property taxes or any other assessment on the demised premises.

ARTICLE XIV - TERMINATION, BREACH AND DEFAULT

1. This License Agreement may be terminated unilaterally, for cause, upon thirty (30) calendar days service of written notice and may be unilaterally terminated without cause, upon service of one hundred eighty (180) calendar days written notice. In the event that this License Agreement is terminated without cause, by either the LICENSOR or the LICENSEE, or by mutual consent, the LICENSOR shall return to the LICENSEE, within two hundred and ten (210) calendar days following service of said notice, that sum representing any and all License payments paid by LICENSEE to LICENSOR for services to be provided for that period of time extending beyond the one hundred and eighty (180) day notice period.

2. The continuation of this License Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted and otherwise made available by the State Legislature and or Federal sources. The LICENSEE may terminate this Agreement immediately upon service of written notice, or any date specified therein, if for any reason the LICENSEE's funding from State and or Federal sources is not appropriated or is withdrawn, limited or impaired. In the event of such a termination, the LICENSOR waives any and all claims for damages.

3. A default or breach may be declared with or without termination. This License Agreement may be terminated by either party upon service of written notice of default or breach to the other party as follows:

a. If the LICENSOR fails to provide or satisfactorily perform any of the conditions, work and or services called for by this Agreement; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the LICENSOR to provide the services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the LICENSOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

d. If the LICENSEE materially breaches any material duty under this Agreement and any such breach impairs the LICENSOR's ability to perform; or

e. If it is found by the LICENSEE that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the LICENSOR, or any agent or representative of the LICENSOR, to any officer or employee of the State of Nevada with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.

4. Failure to declare a breach or the actual waiver of any particular breach of the License Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

5. Except as otherwise provided for by law or this License Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and the prevailing party's attorney's fees and costs.

6. The parties agree that upon termination of this License Agreement, the LICENSEE will peaceably and quietly leave, surrender and yield up to the LICENSOR, the leased premises in good order and in the same condition as delivered to the LICENSEE, ordinary tear and wear and damage caused by earthquake, fire, public calamity, the elements and or the act of God excepted.

ARTICLE XV - MISCELLANEOUS

1. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and successors, as the case may be, of the respective parties.

2. It is agreed to by and between the parties that the LICENSEE, upon keeping and performing the covenants herein contained, shall at all times during said License peaceably and quietly have, hold and enjoy the LICENSED premises without suit, trouble or hindrance from the LICENSOR, provided, however, and it is further agreed, the LICENSEE will perform and fulfill each and every condition and covenant contained herein, unless such performance is excused.

3. The LICENSEE agrees that upon the termination of the License, it shall remove or cause to be removed, at its own expense, any and all improvements erected or emplaced by it on said premises.

4. To the fullest extent permitted by law, including but not limited to NRS Chapter 41 liability limitations, in the event of legal action brought by either party to enforce the terms hereof or relating to the premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

5. Time is of the essence of each and all of the terms and provisions of this License Agreement.

6. Neither party shall assign, transfer or delegate any rights, obligations or duties under this License Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. It is understood and agreed to by the parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

7. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

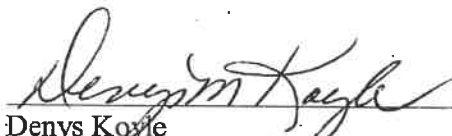
8. As used herein, the terms "LICENSEE" and "LICENSOR" shall include the plural as well as the singular and the feminine as well as the masculine.

9. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of the Agreement. Unless otherwise expressly authorized by the terms of the Agreement, no modification or amendment to the Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the LICENSEE has signed and the LICENSOR has caused its name to be signed hereon on the date first written above.

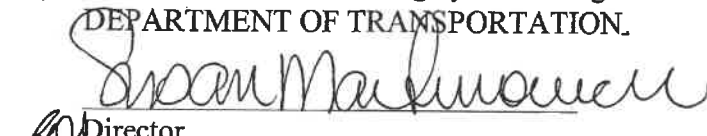
LICENSOR:

The Border Inn, LLC


Denys Koye
Partner

LICENSEE:

The State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION.


for Director

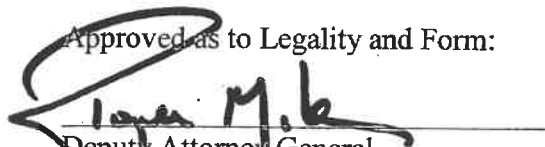
Reviewed:


Robert Chisel, Assistant Director-Administration

Recommended:


Dorothy Martin, Information Services Manager

Approved as to Legality and Form:


Deputy Attorney General

ATTACHMENT A

Attached to License Agreement dated December 1, 2003 between
Border Inn (Licensor)
and
State of Nevada (Licensee)

BORDER INN

COMMUNICATION SITE INSTALLATION DATA

(Use a Separate Form for each Transmitter/Receiver System)

Company/Agency Name: Nevada Department of Transportation Date 1 December, 2003
Address 1263 South Stewart Street RM 312 Carson City, NV Zip 89712
Contact (person or group) Hector Quiroga Information Services Phone 775-888-7884
Site Name: Border Inn Communication Facility
Site Location:

1. Latitude/Longitude (NAD83) 39 03 25.3N, 114 02 59.2W
Legal Description:
2. Elevation: 5,065 ft AMSL
3. FCC Structure Registration: not required
5. FAA Study Number: none

MICROWAVE

Radio Mfr./Model No. _____ Call Sign _____
Emission Bandwidth _____ Power _____ Watts
Transmit Freq. _____ Receive Freq. _____
Antenna Mfr./Model No. _____
Polarization: () Horizontal () Vertical () Circular
Antenna Diameter _____ ft. Gain _____ dB () Solid () Grid () Rotary
Dish Height (AGL) at feed point _____ ft. Path Azimuth _____
Transmit to Receiver at (Site Name) _____
Latitude _____ Longitude _____ Elevation _____ ft.

VHF/UHF

Radio Mfr./Model No. M/A Com EDACS Master III Trunked Call Sign _____
Emission Bandwidth 25KHZ Power 100 Watts, ERP 100 Watts
Transmit Freqs. (1) 856.2625 (2) 857.2625 (3) 858.2625 (4) _____ (5) _____ (6) _____
Receive Freqs. (1) 811.2625 (2) 812.2625 (3) 813.2625 (4) _____ (5) _____ (6) _____
Tone Freqs. (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____
Fundamental Freq. _____ Type Modulation FM
Antenna Mfr./Model No. Decibel Products DB583
Polarization: () Horizontal (X) Vertical () Circular
Antenna Type (colinear, yagi, etc.) OMNI Gain 3 dB
If directional, Path Azimuth _____

TOWER SPACE

Tower Mfr./Model No.: GRASIS
Tower Height: 30 ft., Tower Diameter: approximately 2 ft. at bottom and 2 ft. at top
Tower Hardware (hanger type, line mounting, etc.) Andrew snap-in hangers at approximately 2' centers

Transmission Line Size 7/8 inch, Type Andrews LDF5-50A, Length 50 ft.
Location of Antenna (top elevation) 30 ft., (bottom elevation) _____ ft.

Remarks/Special Considerations: _____

Form NV-2800

Border Inn Tower Site

ATTACHMENT B

Attached to License Agreement dated December 1, 2003 between
Border Inn (Licensor)
And
State of Nevada (Licensee)

Site Standards

In order for all tenants to co-exist at the Border Inn Communications facility, we require all tenants to adhere to the same set of standards. All tenants, their employees and contractors are responsible for compliance of the site standards. A Border Inn representative will be available to review and/or clarify these standards with the tenant's representative prior to or during equipment installation. Installation will be completed in a neat, clean and professional manner.

1. All equipment shall be installed in the places assigned by the Border Inn.
2. Tenants name, phone number and frequencies shall be clearly marked on cabinet(s) or equipment rack(s).
3. Tenants FCC license or IRAC certificate shall be posted on the cabinet(s) or equipment rack(s).
4. Equipment shall be grounded to the site grounding system.
5. Ground kits shall be used on all transmission feedlines, near the antenna, the point where the transmission feedline leaves the tower and at the building entrance.
6. A coaxial surge protector shall be used on all feedlines, and shall be located inside the building near the entry bulkhead. The surge protector shall be connected to the ground buss bar located near the entry bulkhead.
7. Loose metal objects, snap-on clips and wire wraps are not permitted on the towers.
8. All metal parts used on the towers shall be stainless steel or hot-dip galvanized.
9. All transmission feedlines outside the building shall utilize a solid outer conductor.
10. All transmission feedlines and associated jumpers inside the building are required to be 100% shielded.
11. Loosely hung or excessively coiled cables are not permitted.
12. Interior cable runs shall be made in a neat, professional manner and approved by the Border Inn.
13. UHF connectors shall have a Teflon dielectric.
14. All transmitters shall include an isolator, harmonic filter and band pass filter, as specified on page two "Required Filtering for Transmitter Equipment".
15. In addition to the above standards, specific instructions may also apply.

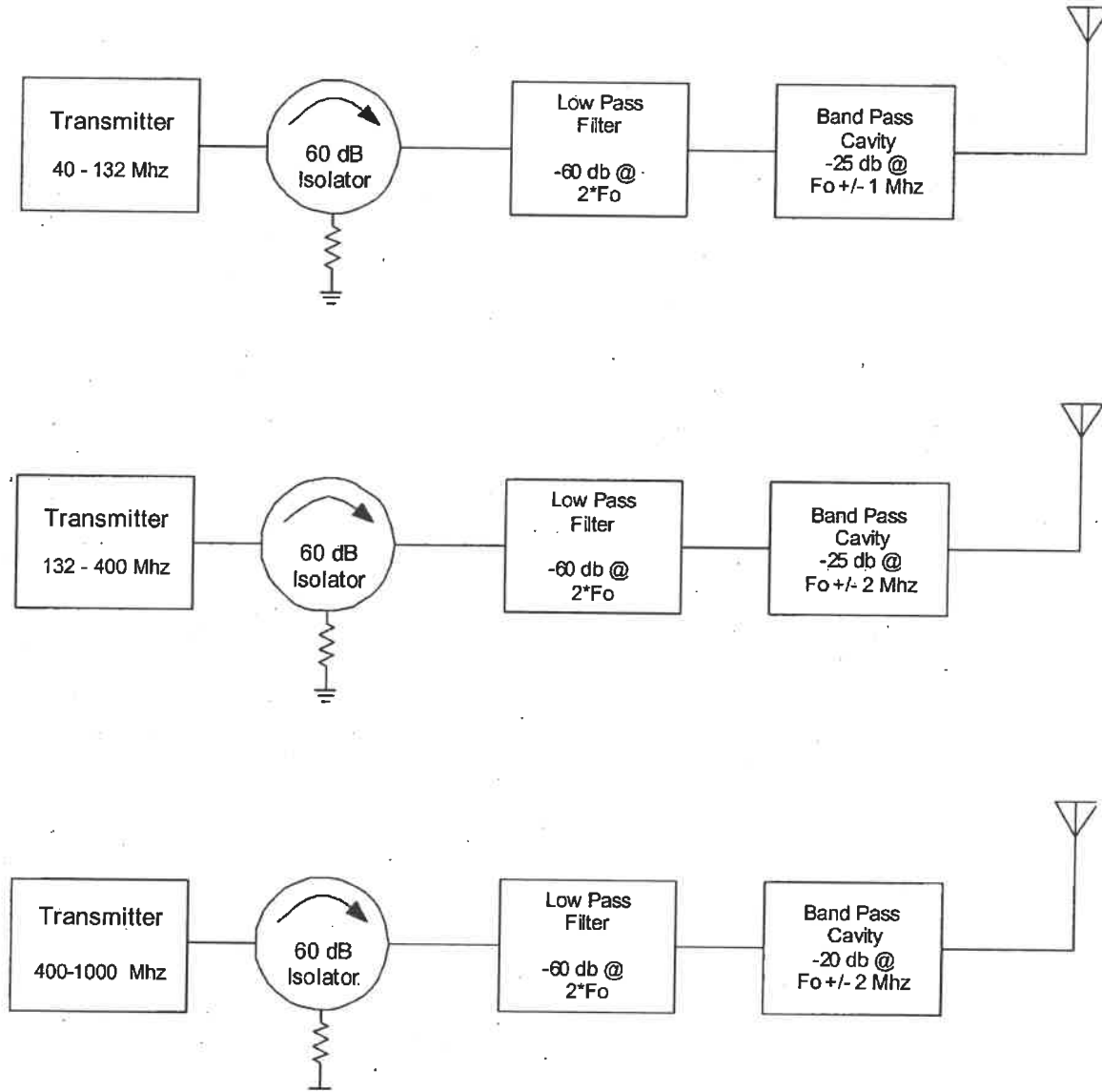
I have read the Border Inn "Site Standards" and should we contractually agree to install at the Border Inn Communications site we will adhere to these standards.

Company / Agency: _____ Date: _____

Name: _____

Title: _____

Required Filtering for Transmitting Equipment



ATTACHMENT C

Attached to License Agreement dated December 1, 2003 between
Border Inn (Licensor)
And
State of Nevada (Licensee)

Site Installation Confirmation

The NDOT wants to confirm that all Site Installation Standards have been met at time of installation. This is to insure that the Border Inn is satisfied that all it's requirements have been met and that the NDOT can co-exist with the other tenants at the facility.

1. All equipment has been installed in the places assigned by the Border Inn.
2. Tenants name, phone number and frequencies have been clearly marked on cabinet(s) or equipment rack(s).
3. Tenants FCC license or IRAC certificate has been posted on the cabinet(s) or equipment rack(s).
4. Equipment has been grounded to the site grounding system.
5. Ground kits have been used on all transmission feedlines, near the antenna, the point where the transmission feedline leaves the tower and at the building entrance.
6. A coaxial surge protector has been used on all feedlines, and has been located inside the building near the entry bulkhead. The surge protector has been connected to the ground buss bar located near the entry bulkhead.
7. Loose metal objects, snap-on clips and wire wraps have not been installed on the towers.
8. All metal parts used on the towers are stainless steel or hot-dip galvanized.
9. All transmission feedlines outside the building utilize a solid outer conductor.
10. All transmission feedlines and associated jumpers inside the building are 100% shielded.
11. There are no loosely hung or excessively coiled cables.
12. Interior cable runs are made in a neat, professional manner and approved by the Border Inn.
13. UHF connectors have a Teflon dielectric.
14. All transmitters include an isolator, harmonic filter and band pass filter, as specified on page two "Required Filtering for Transmitter Equipment".
15. All specific instructions have been met.
16. No Interference was detected at time of installation.

I have read the NDOT Site Installation confirmation sheet and agree that all the site installation standards comply with the Border Inn installation practices.

Company / Agency:

Wingmont Kugh

Date:

12/31/03

Name:

Border Inn

Title:

partner

Amendment No. 1 to
Highway Agreement No P895-03-067

This Amendment is made and entered into this 1st day of December, 2008, between the State of Nevada, Department of Transportation, hereinafter referred to as the LICENSEE, and The Border Inn, LLC, P.O. Box 30, Baker, NV 89311, hereinafter referred to as the LICENSOR.

WITNESSETH:

WHEREAS, on the 1st day of December 2003 the parties entered into Agreement No. P895-03-067 to LICENSE the right to secure space within that certain premises located at the Border Inn in the County of White Pine, State of Nevada and more particularly described as US 50 and US6 at the Nevada/Utah Stateline for such uses as will accommodate the LICENSEE'S installation and operation of communications equipment on the subject property; and

WHEREAS, this Amendment increases the amount to be paid to the LICENSOR by an additional Twenty Seven Thousand, Six hundred Seventy Seven and 12/100 Dollars (\$27,677.12) for the period of December 1, 2008 through and including November 30, 2013; and

WHEREAS, the parties desire to extend the termination date; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P895-03-067.

NOW, THEREFORE, the parties agree as follows:

- A. The termination date referenced in Article II, Paragraph 1, shall be changed from November 30, 2008 to November 30, 2013.
- B. Article IV, Paragraph 1, is amended by increasing the yearly dollar amount from Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) to Five Thousand One Hundred Nine and 95/100 Dollars (\$5,109.95).
- C. All of the other provisions of Agreement No. P895-03-067 dated December 1, 2003 shall remain in full force and effect as if set forth herein.

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

LICENSOR: The Border Inn, LLC.

Dennis M Koyle

Dennis M Koyle
Name (Print)

partner
Title (Print)

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

Susan Martinovich
For Susan Martinovich, Director

Recommended:

Dorothy Martin
Dorothy Martin, Division Head/District Engineer

Approved as to Legality and Form:

R. F. [Signature] 12-3-08
Deputy Attorney General

RECEIVED

DEC -- 1 2008

NDOT RM 312
INFORMATION SERVICES

Amendment No. 2 to
Highway Agreement No. P895-03-067

This Amendment is made and entered into this 30th day of NOVEMBER, 2013, between the State of Nevada, Department of Transportation, hereinafter referred to as the LICENSEE, and The Border Inn, LLC, P.O. Box 30, Baker, NV 89311, hereinafter referred to as the LICENSOR.

WITNESSETH:

WHEREAS, on the 1st day of December 2003, the Parties entered into Agreement No. P895-03-067 to License the right to secure space within that certain premises located at The Border Inn in the County of White Pine, State of Nevada and more particularly described as US 50 and US 6 at the Nevada/Utah Stateline for such uses as will accommodate the LICENSEE'S installation and operation of communications equipment on the subject property; and

WHEREAS, this Amendment No. 2 increases the amount to be paid to the LICENSOR by Thirty-Three Thousand Six Hundred Seventy-Three and 43/100 Dollars (\$33,673.43) for the period of December 1, 2013 through and including November 30, 2018; and

WHEREAS, the parties desire to extend the termination date; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P895-03-067, and as amended in Amendment No. 1.

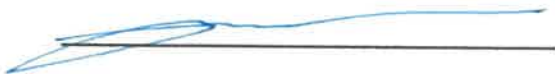
NOW, THEREFORE, the Parties agree as follows:

- A. The termination date referenced in Article II, Paragraph 1, and as amended in Amendment No. 1, shall be changed from November 2013 to November 2018.
- B. Article IV, Paragraph 1, is amended by increasing the yearly dollar amount from Five Thousand Nine Hundred Seventy-Seven and 90/100 Dollars (\$5,977.90) to Seven Thousand Two Hundred Seventy-Three and 03/100 Dollars (\$7,273.03).
- C. All of the other provisions of Agreement No. P895-03-067 dated 1st of December 2003, and Amendment No. 1 dated 1st of December 2008 shall remain in full force and effect as if set forth herein.

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

LICENSOR:
The Border Inn, LLC

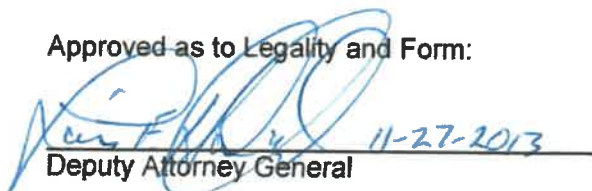
STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION


Director

Gary Perea
Name (Print)

Approved as to Legality and Form:

Partner
Title (Print)


Deputy Attorney General 11-27-2013

Amendment No. 3 to
Communication Facilities License Agreement No. P895-03-067

This Amendment is made and entered into on 09/11/2018, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and The Border Inn, LLC, P.O. Box 30, Baker, NV 89311, hereinafter referred to as the "LICENSOR."

WITNESSETH:

WHEREAS, on December 1, 2003, the Parties entered into Agreement No. P895-03-067 to License the right to secure space within that certain premises locate at The Border Inn in the County of White Pine, State of Nevada, and more particularly described as US 50 and US 6 at the Nevada/Utah Stateline for such uses as will accommodate the LICENSEE's installation and operation of communications equipment on the subject property; and

WHEREAS, on December 1, 2008, the parties entered into Amendment No. 1 to Agreement No. P895-03-067 to Agreement No. P895-03-067 to increase the yearly dollar amounts to be paid LICENSOR; and

WHEREAS, on November 30, 2013, the parties entered into Amendment No. 2 to Agreement No. P895-03-067 to increase the yearly dollar amounts to be paid LICENSOR;

WHEREAS, the termination date must be amended to continue to operate the public safety radio system in this geographic area; and

WHEREAS, the amount to be paid to LICENSOR must be increased due to the DEPARTMENT's need to continue operation of this site; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P895-03-067.

NOW, THEREFORE, the Parties agree as follows:

- A. The termination date referenced in Article II, and as amended in Amendment No. 2, shall be changed from November, 2018, to November, 2023.
- B. Article IV is amended by increasing the dollar amount from Seven Thousand Two Hundred Seventy-Three and 03/100 Dollars (\$7,273.03) to Seven Thousand Five Hundred Sixty-Three and 96/100 Dollars (\$7,563.96) for the subsequent year with a four percent (4%) escalator for the remaining years of the Agreement.
- C. All of the other provisions of Agreement No. P895-03-067 dated December 1, 2003, Amendment No. 1 dated December 1, 2008, and Amendment No. 2 dated November 30, 2013, shall remain in full force and effect as if fully set forth herein.

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

BORDER INN, LLC

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

DocuSigned by:

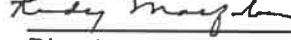


F4AE78532AF44AF...

Gary Perea. Partner

Name and Title (Print)

DocuSigned by:



Director

8437CE00D584445...

Approved as to Legality and Form:

DocuSigned by:



Deputy Attorney General

32191700445...

LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES		AMJ CRAIG, LLC	\$839,750
	This is an extension of an existing lease.			
		Term of Lease: 04/01/2022 – 03/31/2027	Located in North Las Vegas	
2.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL		CHARLES RATLIFF	\$70,941
	This is an extension of an existing lease.			
		Term of Lease: 09/01/2022 – 08/31/2027	Located in Mesquite	
3.	DEPARTMENT OF PUBLIC SAFETY – DIVISION OF PAROLE AND PROBATION		LOCKE HOLDINGS, LLC	\$188,712
	This is an extension of an existing lease.			
		Term of Lease: 05/01/2022 – 04/30/2027	Located in Ely	
4.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL		BEATTY GENERAL IMPROVEMENT DISTRICT	\$21,087
	This is an extension of an existing lease.			
		Term of Lease: 07/01/2022 – 06/30/2027	Located in Beatty	
5.	DEPARTMENT OF WILDLIFE – GAME DIVISION		SUSAN WILLINGHAM & JOHN WILLINGHAM DBA YOUNG'S RV PARK	\$7,680
	This is an extension of an existing lease.			
		Term of Lease: 05/01/2022 – 04/30/2023	Located in Caliente	
6.	GOVERNOR'S OFFICE – AGENCY FOR NUCLEAR PROJECTS		TASSAJARA PROPERTIES, LLC	\$116,503
	This is an extension of an existing lease.			
		Term of Lease: 04/01/2022 – 03/31/2024	Located in Carson City	
7.	CAPABILITY HEALTH & HUMAN SERVICES		DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF STATE LANDS	\$219,501
	This is an extension of an existing revenue lease. This lease is contingent upon IFC approval of an action item.			
		Term of Lease: 05/01/2022 – 06/30/2025	Located in Las Vegas	

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:	
Reviewed by:	
Reviewed by:	3.16.22

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Child and Family Services 1350 South Jones Boulevard, Suite 230 Las Vegas, Nevada 89146 Rick Rassier T: 702.486.4335 E: rrassier@dcfs.nv.gov						
Remarks:	This is a renewal of an existing lease.						
Exceptions/Special notes:							
2. Name of Lessor:	AMJ Craig, LLC						
3. Address of Lessor:	7512 Via Signorelli Street North Las Vegas, Nevada 89313						
4. Property contact:	Yu Tian T: 702.396.2413 E: ytian87@gmail.com						
5. Address of Lease property:	4538 West Craig Road, Suite 290 North Las Vegas, Nevada 89032						
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 7,623						
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
	\$ 13,721.40	12	\$ 164,656.80	April 1, 2022 - March 31, 2023	\$0.00	\$0.00	\$1.80
2%	\$ 13,950.09	12	\$ 167,401.08	April 1, 2023 - March 31, 2024	\$0.00	\$0.00	\$1.83
0%	\$ 13,950.09	12	\$ 167,401.08	April 1, 2024 - March 31, 2025	\$0.00	\$0.00	\$1.83
2%	\$ 14,178.78	12	\$ 170,145.36	April 1, 2025 - March 31, 2026	\$0.00	\$0.00	\$1.86
0%	\$ 14,178.78	12	\$ 170,145.36	April 1, 2026 - March 31, 2027	\$0.00	\$0.00	\$1.86
c. Total Lease Consideration:	60		\$ 839,749.68				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		365	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 checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input 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:	\$2.16						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3646						
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		

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit Base

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Kathrine E. Jensen 2/9/2022
Authorized Agency Signature Date

16

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.):	<u>Domestic</u>	
f. Nevada Business ID Number:	<u>NV20131498570</u>	Exp: <u>8/31/2022</u>
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:	<u>T29034419</u>	
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

David D. Patrick 2/18/22
Authorized Signature Date
Public Works Division

bm/eb
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:	<i>[Signature]</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:

Department of Public Safety
Nevada Highway Patrol
555 Wright Way
Carson City, Nevada 89711
Melissa Sabatini
T: 775.684.4593 E: msabatini@dps.state.nv.us

Remarks:

This is a renewal of an existing lease.

Exceptions/Special notes:

2. Name of Lessor:

Charles Ratliff

3. Address of Lessor:

550 Paseo Verde Court
Mesquite, Nevada 89027

4. Property contact:

Charles Ratliff
T: 702.344.5000 E: vegasvalue1@hotmail.com

5. Address of Lease property:

350 Falcon Ridge Parkway, Building 300, Unit 303
Mesquite, Nevada 89027

a. Square Footage:

☐ Rentable
☒ Usable 1,319

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Improvement cost per square foot	Base Rent cost per square foot	Approximate cost per square foot
	\$ 1,182.35	12	\$ 14,188.20	September 1, 2022 - August 31, 2023	\$0.00	\$0.00	\$0.90
0%	\$ 1,182.35	12	\$ 14,188.20	September 1, 2023 - August 31, 2024	\$0.00	\$0.00	\$0.90
0%	\$ 1,182.35	12	\$ 14,188.20	September 1, 2024 - August 31, 2025	\$0.00	\$0.00	\$0.90
0%	\$ 1,182.35	12	\$ 14,188.20	September 1, 2025 - August 31, 2026	\$0.00	\$0.00	\$0.90
0%	\$ 1,182.35	12	\$ 14,188.20	September 1, 2026 - August 31, 2027	\$0.00	\$0.00	\$0.90

c. Total Lease Consideration:

60 \$ 70,941.00

d. Total Improvement Cost:

\$0.00

e. Option to renew:

☒ Yes ☐ No Renewal terms: One (1) Identical Term

f. Holdover notice:

of Days required 90 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:

\$1.43

m. Specific termination clause in lease:

Breach/Default lack of funding

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

4713

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: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

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

Pat J. Long 2/3/2022
Authorized Agency Signature Date
7

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 type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Sole Proprietor	
f. Nevada Business ID Number:	NV20212059290	Exp: 3/31/2023
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:	T32010751	
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

Shawn Patrick
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:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Division of Parol and Probation 555 Wright Way Carson City, Nevada 89711 Melissa Sabatini T: 775.684.4809 E: msabatini@dps.state.nv.us						
Remarks:	This is a renewal of an existing lease						
Exceptions/Special notes:	DPS Specific Janitorial						
2. Name of Lessor:	Locke Holdings, LLC						
3. Address of Lessor:	900 Avenue O Ely, Nevada 89301						
4. Property contact:	Jeanine Locke T: 775.293.7245 E: jlocke@jmtruckinginc.com						
5. Address of Lease property:	1665 Avenue F, Suite B Ely, Nevada 89301						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 2,128						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improvement cost per square foot	Base Rent cost per square foot	Actual cost per square foot
	0%	\$ 3,043.04	12	\$ 36,516.48	May 1, 2022 - April 30, 2023	\$0.00	\$0.00
	3%	\$ 3,128.16	12	\$ 37,537.92	May 1, 2023 - April 30, 2024	\$0.00	\$0.00
	0%	\$ 3,128.16	12	\$ 37,537.92	May 1, 2024 - April 30, 2025	\$0.00	\$0.00
	3%	\$ 3,213.28	12	\$ 38,559.36	May 1, 2025 - April 30, 2026	\$0.00	\$0.00
	0%	\$ 3,213.28	12	\$ 38,559.36	April 1, 2026 - April 30, 2027	\$0.00	\$0.00
c. Total Lease Consideration:		60	\$ 188,711.04				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 365 Renewal terms: One Identical Term						
f. Holdover notice:	# of Days required 90 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 type="checkbox"/> Rural 5 day <input checked="" 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:	None Available						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3740						
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		

RECEIVED
MAR 09 2022
GOVERNOR'S FINANCE OFFICE
JESSIE L. LUTSEN

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 ☐ Doc Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

[Signature] 2/28/22
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? **If Yes, explain....	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
c. Does the Lessor have a current Nevada State Business License? **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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:	NV20171314050	Exp: 5/31/2022
g. Is the Lessor's Name the same as the Legal Entity Name? **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
h. Is the Legal Entity active and in good standing with the Nevada Secretary of State's Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
i. State of Nevada Vendor number:	T29038303	
j. Is this an Arms Length Transaction (No Conflict of Interest) **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

8. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. We have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. We have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] 3/8/22
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:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Highway Patrol Division 555 Wright Way Carson City, Nevada 89711 Melissa Sabetini T: 775.684.4523 E: msabetini@dps.state.nv.us						
Remarks:	This is a renewal of a current lease.						
Exceptional/Special notes:							
2. Name of Lessor:	Beatty General Improvement District						
3. Address of Lessor:	PO Box 316 Beatty, Nevada 89003						
4. Property contact:	Robin Scarborough T: 775.653.9393 E: bgid@sbcglobal.net						
5. Address of Lease property:	211 West Montgomery Street Beatty, Nevada 89003						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 199						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	improvement cost per square foot	Base Rent cost per square foot	Actual cost per square foot
	\$344.27	12	\$ 4,131.24	July 1, 2022 - June 30, 2023	\$0.00	\$0.00	\$1.73
2%	\$350.24	12	\$ 4,202.88	July 1, 2023 - June 30, 2024	\$0.00	\$0.00	\$1.78
0%	\$360.24	12	\$ 4,202.88	July 1, 2024 - June 30, 2025	\$0.00	\$0.00	\$1.78
2%	\$366.21	12	\$ 4,274.62	July 1, 2025 - June 30, 2026	\$0.00	\$0.00	\$1.79
0%	\$366.21	12	\$ 4,274.62	July 1, 2026 - June 30, 2027	\$0.00	\$0.00	\$1.79
c. Total Lease Consideration:	60			\$ 21,066.04			
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 90		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						
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:	None Available, Rural Area						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	4713						
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		

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 _____ Doc Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Pat J. O'Connell 2-9-2022
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 checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*If Yes, explain.... <u>County</u>		
c. Does the Lessor have a current Nevada State Business License?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
*If No, explain.... <u>Exempt</u>		
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 type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	<u>Government</u>	
f. Nevada Business ID Number:	<u>Exempt</u>	Exp: _____
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:	<u>T80044580A</u>	
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. We have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. We have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

David A. Patrick 2/18/22
Authorized Signature Date
Public Works Division

For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	<i>Dish Sam</i>
Reviewed by:	<i>LA 3/16/22</i>
Reviewed by:	

**REAL PROPERTY LEASE SUMMARY
(FOR BOARDS - COMMISSIONS - STORAGE)**

1. Tenant:	Nevada Department of Wildlife Game Division 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89519 Cynthia Prasad T: 775-688-1526 E: ndowcontracts@ndow.org						
Remarks:	This is a new month-to-month lease for RV spaces for technicians to use when doing mountain lion kill site investigations. <i>renewal of an existing performing</i>						
Exceptions/Special notes:							
2. Name of Lessor:	Susan Willingham & John Willingham dba Young's RV Park						
3. Address of Lessor:	1352 Front Street Caliente, Nevada 89008						
4. Property Contact:	Susan Willingham & John Willingham Susan Willingham E: youngsrv@gmail.com						
5. Address of Lease property:	1352 Front Street Caliente, Nevada 89008						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,800						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improvement cost per square foot	Base Rent cost per square foot	Actual or Approximate cost per square foot
	\$ 640.00	12	\$ 7,680.00	May 1, 2022 through April 30, 2023			\$ 0.36
-100%			\$ -				
#DIV/0!			\$ -				
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#DIV/0!			\$ -				
#DIV/0!			\$ -				
c. Total Lease Consideration:		12	\$ 7,680.00				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Renewal terms:				
f. Holdover notice:	# of Days required		Holdover terms:				
g. Term:	12 Months						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
i. Utilities:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant						
j. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant		<input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
k. Repairs:	Major: <input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant		Minor: <input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant				
l. Comparable Area Market Rate Average:	not available, specific area						
m. Specific termination clause in lease:	Breach / Default / Lack of Funding						
n. Lease will be paid for by Agency Budget Account Number:	4464						
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"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

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

Bonnie Lag 2/15/22
Authorized Agency Signature Date
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 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 type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Sole Proprietorship	
f. Nevada Business ID Number:	NV20171805132	Exp: 12/31/2021
g. Is the Lessor's Name the same as the Legal Entity Name?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
**If No, explain.... Susan Willingham & John Willingham do business as Young's RV Park		
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

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:	LA 3/7/22
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION FIRST AMENDMENT


1. Agency:	Governor's Office Agency for Nuclear Projects 1761 College Parkway, Suite 118 Carson City, Nevada 89706 Fred Dilger T: 775.687.5277 E: fdilger@anp.nv.gov						
Remarks:	This is a renewal of an existing lease. renewal						
Exceptions/Special notes:							
2. Name of Lessor:	Tassajara Properties, LLC						
3. Address of Lessor:	c/o Sperry Van Ness/Gold Dust Commercial Associates 311 Up North Carson Street Carson City, Nevada 89701						
4. Property contact:	Dan Shaheen T: 775.883.3936 E: dan.shaheen@svn.com						
5. Address of Lease property:	1761 College Parkway, Suite 118 Carson City, Nevada 89706						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 3,053						
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
	3% \$ 4,854.27	12	\$ 58,251.24	April 1, 2022 - March 31, 2023	\$0.00	\$0.00	\$1.59
	0% \$ 4,854.27	12	\$ 58,251.24	April 1, 2023 - March 31, 2024	\$0.00	\$0.00	\$1.59
c. Total Lease Consideration:		24	\$ 116,502.48				
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:	Two (2) 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 checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input 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:	\$1.80						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	1005						
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		

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

 2/7/22
Authorized Agency Signature Date

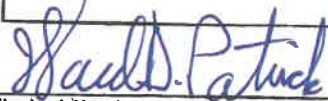
For Public Works Information:

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? **If Yes, explain....	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
c. Does the Lessor have a current Nevada State Business License? **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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:	NV20041039351	Exp: 2/28/2022
g. Is the Lessor's Name the same as the Legal Entity Name? **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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:	T29002561	
j. Is this an Arms Length Transaction (No Conflict of Interest) **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

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

 2/18/22
Authorized Signature Date
Public Works Division

For Board of Examiners ☒ YES ☐ NO

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 _____ No _____ Dec Unft _____ N/A _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Authorized Agency Signature

Date

staff count

7. State of Nevada Business License Information:

a. Is the Lessor a Nevada based business?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
b. Is the Lessor Exempt from obtaining a Business License?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*If Yes, explain.... <u>Lessor is the State. Lessee is a Non-Profit Organization</u>		
c. Does the Lessor have a current Nevada State Business License?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
**If No, explain.... <u>Lessor is the State.</u>		
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 type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	<u>N/A</u>	
f. Nevada Business ID Number:	<u>N/A</u>	Exp: _____
g. Is the Lessor's Name the same as the Legal Entity Name?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain.... <u>N/A</u>		
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.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY RENEWABLE ENERGY, ENERGY EFFICIENCY AND ENERGY CONSERVATION	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	FEDERAL	\$535,127	Exempt
	Contract Description:	This is a new interlocal agreement to provide support for the installation of electric vehicle charging infrastructure at public agencies.				
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 25317		
2.	014	GOVERNOR'S OFFICE - OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	HR&A ADVISORS	FEDERAL	\$250,000	
	Contract Description:	This is a new contract to provide a study of Nevada's middle-mile broadband landscape, including the identification of gaps, present possible solutions and provide recommendations to bring about universal access to broadband for all Nevadans.				
		Term of Contract:	Upon Approval - 10/31/2022	Contract # 25736		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - AGRICULTURE CIP PROJECTS - NON-EXEC	SHAW ENGINEERING, LTD	BONDS 30% OTHER: AGENCY FUNDED 70%	\$131,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Management Area Water Wells and Water Systems Construction CIP Projects, including preliminary and final investigations, drawings and specifications, construction administration services, electrical, structural, and mechanical engineering design services related to the construction and modification of the water wells and water systems at the Kirch Wildlife Management Area and the Key Pittman Wildlife Management Area: CIP Project No. 19-M40; SPWD Contact No. 114687.				
		Term of Contract:	Upon Approval - 06/30/2025	Contract # 25703		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - AGRICULTURE CIP PROJECTS - NON-EXEC	SHAW ENGINEERING, LTD	BONDS	\$278,450	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Wildlife Fish Hatchery - Water Wells and Water Systems Construction CIP Project, including design drawings and specifications, construction administration services, and electrical, structural, and mechanical engineering services related to the water systems and well improvements planned for the Gallagher Fish Hatchery and Spring Creek Rearing Station: CIP Project No. 19-M14 & 21-M08; SPWD Contract No. 114688.				
	Term of Contract:	Upon Approval - 06/30/2023	Contract # 25706			
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	LUMOS & ASSOCIATES	BONDS 28% FEDERAL 72%	\$910,100	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Marlette Lake - Hobart Reservoir Dam Rehabilitation CIP project, including biological/environmental studies and permitting, design development, construction documents, bidding and submittal review, cultural studies, and construction administration services to complete upgrades to the Hobart Lake Dam and associated facilities: CIP Project No. 21-C06; SPWD Contract No. 114587.				
	Term of Contract:	Upon Approval - 06/30/2025	Contract # 25478			
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS	LG ARCHITECTS, INC. DBA LGA	OTHER: AGENCY FUNDED	\$186,060	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Nevada State Museum - East Ely Railroad Museum Freight Barn Remodel Advanced Planning CIP project, including architectural services, historic architectural building survey, structural, mechanical, electrical, plumbing, fire protection, and civil engineering and cost estimating services for the remodel of the East Ely Railroad Museum Freight Barn: CIP Project No. 22-A007-02; SPWD Contract No. 114679.				
	Term of Contract:	Upon Approval - 06/30/2025	Contract # 25745			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS	LG ARCHITECTS, INC. DBA LGA	OTHER: AGENCY FUNDED	\$1,106,965	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Nevada State Museum - Boulder City Railroad Museum Visitor Center Advance Planning CIP project, including civil, structural, and mechanical engineering, design development, construction documents, and permitting and conformed documents related to the advanced planning of the Boulder City Railroad Visitor Center: CIP Project No. 22-A007-01; SPWD Contract No. 114678.				
		Term of Contract:	Upon Approval - 06/30/2025	Contract # 25740		
8.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - TOURISM	BETTER DESTINATIONS, LLC	OTHER: LODGING TAX	\$250,000	
	Contract Description:	This is a new contract to provide destination development facilitation services for rural areas.				
		Term of Contract:	Upon Approval - 06/30/2024	Contract # 25707		
9.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - TOURISM	OMNITRAK RESEARCH & MARKETING GROUP, INC. DBA OMNITRAK GROUP	OTHER: LODGING TAX	\$112,650	
	Contract Description:	This is a new contract to provide ongoing assistance in developing and reporting domestic visitor profile studies.				
		Term of Contract:	07/01/2022 - 12/31/2023	Contract # 25636		
10.	130	DEPARTMENT OF TAXATION	CLEAN HARBORS ENVIRONMENTAL	GENERAL	\$352,000	
	Contract Description:	This is a new contract to provide hazardous waste disposal services for seized vapor products.				
		Term of Contract:	Upon Approval - 04/11/2026	Contract # 25713		
11.	240	DEPARTMENT OF VETERANS SERVICES - SOUTHERN NEVADA VETERANS HOME ACCOUNT	WESTCARE MANAGEMENT, INC.	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$424,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing certified public accountant services for billing, collection, audit and compliance reporting to the Medicare and Medicaid programs.				
		Term of Contract:	06/01/2022 - 05/31/2024	Contract # 25226		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - FEDERAL PROGRAMS AND ADMINISTRATION	SOLIX, INC.	GENERAL 20% OTHER: COST ALLOCATION 80%	\$141,907	
	Contract Description:	This is a new service agreement to provide cost allocation services including time and effort reporting.				
		Term of Contract:	Upon Approval - 12/31/2025	Contract # 25735		
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	ELKO COUNTY SCHOOL DISTRICT	OTHER: REVENUE	\$1,033,629	Exempt
	Contract Description:	This is a new revenue interlocal agreement to provide funds for 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 # 25162		
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE	OTHER: REVENUE	\$3,336,000	Exempt
	Contract Description:	This is a new revenue interlocal agreement to provide funds for the non-federal share of the Practitioner Upper Payment Limit supplemental payment program and Targeted Case Management.				
		Term of Contract:	07/01/2022 - 06/30/2026	Contract # 25146		
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	SOLIX, INC.	GENERAL 50% FEDERAL 50%	\$141,907	
	Contract Description:	This is a new service agreement to provide cost allocation services including time and effort reporting.				
		Term of Contract:	Upon Approval - 12/14/2025	Contract # 25737		

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 - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	WASHOE COUNTY JUVENILE SERVICES	FEDERAL	\$130,920	Exempt
	Contract Description:	This is a new interlocal agreement to provide Targeted Case Management and administrative service cost recovery.				
	Term of Contract:	10/01/2022 - 09/30/2026	Contract # 25237			
17.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	HENDERSON FIRE DEPARTMENT	FEDERAL	\$37,128,000	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 # 24828			
18.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	RENO FIRE DEPARTMENT	FEDERAL	\$1,450,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing emergency ambulance services to Medicaid recipients.				
	Term of Contract:	07/01/2019 - 06/30/2023	Contract # 24078			
19.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	TRUCKEE MEADOWS FIRE AND PROTECTION DISTRICT	FEDERAL	\$10,500,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing emergency ambulance services to Medicaid recipients.				
	Term of Contract:	07/01/2020 - 06/30/2024	Contract # 25569			
20.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - PUBLIC HEALTH PREPAREDNESS PROGRAM	SHERRI MICONE DBA ELITE HEALTH	FEDERAL	\$770,000	Exempt
	Contract Description:	This is a new contract to provide COVID-19 patient services, referrals for treatment, provider assessment and COVID-19 therapeutics.				
	Term of Contract:	02/15/2022 - 04/12/2022	Contract # 25731			

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 - PUBLIC HEALTH PREPAREDNESS PROGRAM	SHERRI MICONE DBA ELITE HEALTH	FEDERAL	\$700,000	Exempt
	Contract Description:	This is a new contract to provide COVID-19 telehealth visits to Nevada residents to determine patient eligibility for therapeutics and provide eligible patients prescriptions for the therapeutics.				
	Term of Contract:	02/15/2022 - 04/12/2022	Contract # 25733			
22.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	DELOITTE CONSULTING, LLP	FEDERAL	\$3,960,000	Sole Source
	Contract Description:	This is a new contract to provide project management, design, development, implementation, maintenance and operations services for system enhancements to implement a Medicaid automated renewal process to support ex-parte renewals, auto-renewal, passive renewal or administrative renewal.				
	Term of Contract:	Upon Approval - 10/31/2023	Contract # 25701			
23.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	DELOITTE CONSULTING, LLP	FEDERAL	\$277,200	
	Contract Description:	This is the second amendment to the original contract which provides Pandemic-Electronic Benefit Transfer benefits to children who qualify for the National School Lunch Program. This amendment increases the maximum amount from \$4,856,967 to \$5,134,167 to extend post-production support services.				
	Term of Contract:	06/08/2021 - 06/30/2022	Contract # 24393			
24.	550	DEPARTMENT OF AGRICULTURE - LIVESTOCK INSPECTION	CATTOOR LIVESTOCK ROUNDUP, INC.	FEDERAL	\$188,100	
	Contract Description:	This is a new contract to provide removal services for the stray and feral cattle population located in the McCullough Mountain and Highland Wilderness Ranges in southern Nevada. This contract is contingent upon IFC approval of work program #C57956.				
	Term of Contract:	Upon Approval - 02/07/2023	Contract # 25346			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - FEDERAL PROGRAMS- NON-EXEC	TAYLOR STUDIOS, INC.	FEE: LICENSE PLATE 19.1% BONDS 40.1% FEDERAL 40.8%	\$220,980	
	Contract Description:	This is a new contract to provide planning, content and design for interpretive displays for Lake Tahoe Nevada State Parks and Washoe Lake State Park.				
		Term of Contract:	Upon Approval - 04/11/2026	Contract # 25632		
26.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	SUPER SUMMER THEATRE	OTHER: REVENUE	\$395,751	
	Contract Description:	This is a new revenue contract to provide family entertainment, educational, and live productions at the outdoor stage and special event facility located at Spring Mountain Ranch State Park.				
		Term of Contract:	05/01/2022 - 09/30/2024	Contract # 25315		
27.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	GANNETT FLEMING, INC.	GENERAL	\$298,591	
	Contract Description:	This is the fourth amendment to the original contract which provides professional engineering services for the safe management of South Fork Dam. This amendment increases the maximum amount from \$556,601 to \$855,192 due to the construction and observation of the toe drain and relief well rehabilitation project.				
		Term of Contract:	07/09/2019 - 07/01/2023	Contract # 22013		
28.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	PERSHING COUNTY	OTHER: REVENUE	\$262,128	Exempt
	Contract Description:	This is a new revenue interlocal agreement to provide services under the Wildland Fire Protection Program.				
		Term of Contract:	07/01/2021 - 06/30/2023	Contract # 25588		
29.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION	TERRAPHASE ENGINEERING, INC.	OTHER: MITIGATION	\$1,400,000	
	Contract Description:	This is a new contract to provide ongoing support services for the Abandoned Mine Land Program at the Anaconda Copper Mine Site by conducting a specific review and assessment of clean-up activities.				
		Term of Contract:	05/09/2022 - 05/08/2026	Contract # 25631		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION	WINDSOR SOLUTIONS, INC.	FEDERAL	\$300,000	
	Contract Description:	This is the third amendment to the original contract which provides information technology system services to participate in the U.S. Environmental Protection Agency Environmental Information Exchange Network. This amendment increases the maximum amount from \$1,130,000 to \$1,430,000 due to the development of a recycling database. This contract is contingent upon IFC approval of work program #C57950.				
	Term of Contract:	10/01/2020 - 09/30/2024	Contract # 23225			
31.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION	YERINGTON PAIUTE TRIBE - ADMINISTRATIVE OFFICE	OTHER: MITIGATION	\$100,000	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement which provides technical support and tribal monitoring services for the interpretation of reports, studies or related decisions and field activities at the Anaconda Copper Mine Site. This amendment increases the maximum amount from \$100,000 to \$200,000 due to an increased need for tribal support and monitoring services.				
	Term of Contract:	03/10/2020 - 03/09/2024	Contract # 22861			
32.	810	DEPARTMENT OF MOTOR VEHICLES - MOTOR CARRIER DIVISION	EXPLORE INFORMATION SERVICES, LLC	HIGHWAY 33.3% FEDERAL 66.7%	\$138,900	Sole Source
	Contract Description:	This is the second amendment to the original contract which provides custom programming for the commercial motor vehicles International Registration Plan system. This amendment increases the maximum amount from \$1,503,750 to \$1,642,650 due to the need for programming changes.				
	Term of Contract:	09/10/2019 - 12/26/2022	Contract # 22246			
33.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO COLLEGE OF SOUTHERN NEVADA	FEDERAL	\$200,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing registered apprenticeship programs to train eligible participants in registered trades.				
	Term of Contract:	01/01/2022 - 06/30/2022	Contract # 25335			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO TRUCKEE MEADOWS COMMUNITY COLLEGE	FEDERAL	\$160,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing registered apprenticeship programs to train eligible participants in registered trades.				
		Term of Contract:	01/01/2022 - 06/30/2022	Contract # 25337		
35.	950	PUBLIC EMPLOYEES' BENEFITS PROGRAM	THE SEGAL COMPANY, INC. (WESTERN STATES) INC.	OTHER: STATE SUBSIDY AND PARTICIPANT PREMIUMS	\$3,940,000	
	Contract Description:	This is a new contract to provide ongoing actuarial consulting services.				
		Term of Contract:	Upon Approval - 06/30/2027	Contract # 25557		
36.	950	PUBLIC EMPLOYEES' BENEFITS PROGRAM	UMR, INC.	OTHER: PREMIUM AND SUBSIDY REVENUE	\$2,623,986	
	Contract Description:	This is the first amendment to the original contract which provides third-party administration services. This amendment increases the maximum amount from \$62,789,120 to \$65,413,106 due to the addition of retroactive clinical reviews and claims payment services for 1 year after the contract terminates.				
		Term of Contract:	12/14/2021 - 06/30/2028	Contract # 25155		
37.	950	PUBLIC EMPLOYEES' BENEFITS PROGRAM	UNITEDHEALTHCARE INSURANCE COMPANY	OTHER: STATE SUBSIDY AND PARTICIPANT PREMIUM	\$12,824,248	
	Contract Description:	This is a new contract to provide ongoing basic life insurance services for participants.				
		Term of Contract:	Upon Approval - 06/30/2026	Contract # 25607		
38.	B011	LICENSING BOARDS AND COMMISSIONS - CONTRACTORS BOARD	MARQUIS AURBACH, CHTD.	FEE: LICENSURE	\$200,000	Professional Service
	Contract Description:	This is a new contract to provide advice on disciplinary complaints and proceedings, matters affecting members of the general public and amendments to regulation and legislation processes.				
		Term of Contract:	Upon Approval - 06/30/2024	Contract # 25815		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
39.	B011	LICENSING BOARDS AND COMMISSIONS - CONTRACTORS BOARD	THE FERRARO GROUP	FEE: LICENSURE	\$288,000	
	Contract Description:	This is a new contract to provide lobbyist services and public outreach to train and inform community partnerships.				
		Term of Contract:	Upon Approval - 05/31/2025	Contract # 25783		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25317**Agency Name: **STATE ENERGY OFFICE**Agency Code: **011**Appropriation Unit: **4875-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name:

Department of Administration

Contractor Name: **Department of Administration**Address: **State Public Works Division****515 E. Musser St., Suite 102**City/State/Zip: **Carson City, NV 89701**Contact/Phone: **Markus McEntee 775-684-5935**

Vendor No.:

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 %

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 Applicable3. Termination Date: **06/30/2023**Contract term: **1 year and 90 days**4. Type of contract: **Interlocal Agreement**Contract description: **EV Infrastructure**

5. Purpose of contract:

This is a new interlocal agreement to provide support for the installation of electric vehicle charging infrastructure at public agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$535,127.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This interlocal agreement will support the installation of EV charging infrastructure at state agency locations to assist the agency in meeting its fleet electrification goals. These funds are being granted to the State Public Works Division (SPWD) to install EV charging infrastructure. SPWD is responsible for overseeing construction projects at statewide owned facilities and this project will be completed through a modification to the existing CIP 21-S05.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of expertise9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **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:

Robin Yochum, Energy Program Manager Ph: 775-434-3087

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmcdani	12/20/2021 11:29:30 AM
Division Approval	tmilazz1	02/10/2022 16:15:27 PM
Department Approval	ssands	02/22/2022 14:05:41 PM
Contract Manager Approval	ssands	02/22/2022 14:05:51 PM
Budget Analyst Approval	rjacob3	03/08/2022 08:34:35 AM
BOE Agenda Approval	laaron	03/10/2022 11:44:44 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 CONTRACT1. Contract Number: **25736**

Agency Name: OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	Legal Entity Name: HR&A Advisors
Agency Code: 014	Contractor Name: HR&A Advisors
Appropriation Unit: 1003-25	Address: 99 Hudson Street, Third Floor
Is budget authority available?: Yes	City/State/Zip: New York, NY 10013
If "No" please explain: Not Applicable	Contact/Phone: Danny Fuchs 212-977-6171
	Vendor No.: Pending
	NV Business ID: NV20222398000

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 #: **01GO-S1855**

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 Applicable3. Termination Date: **10/31/2022**Contract term: **213 days**4. Type of contract: **Contract**Contract description: **Feasibility Study**

5. Purpose of contract:

This is a new contract to provide a study of Nevada's middle-mile broadband landscape, including the identification of gaps, present possible solutions and provide recommendations to bring about universal access to broadband for all Nevadans.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Per Itemized Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Office of Science, Innovation and Technology (OSIT) received \$135 million from the Capital Projects Fund to improve broadband and connectivity infrastructure in Nevada. In order to ensure the State uses the funds as efficiently and effectively as possible to meet the Governor's Goal of Universal Access to broadband, OSIT needs to understand the feasibility and desirability of building additional middle mile infrastructure. The US Congress provided administrative funds in order to facilitate the work required by the program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State lacks both the expertise and the manpower to do the work required for the study.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 #01GO-S1855, and in accordance with NRS 333, the selected vendor was the only vendor that submitted a bid for this service.

d. Last bid date: 02/09/2022 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 as a:

Foreign Corporation

Pending-They are in the process of registering.

16. a. Is 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.

Pending-They are in the process of registering.

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.

Pending-They are in the process of registering.

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcarlso4	03/08/2022 14:53:28 PM
Division Approval	tmilazz1	03/08/2022 15:24:48 PM
Department Approval	ssands	03/08/2022 15:28:25 PM
Contract Manager Approval	jsmedes	03/08/2022 15:31:10 PM
Budget Analyst Approval	mranki1	03/16/2022 15:39:52 PM
BOE Agenda Approval	dlenzner	03/21/2022 16:31:17 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25703**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	SHAW ENGINEERING, LTD
Agency Code:	082	Contractor Name:	SHAW ENGINEERING, LTD
Appropriation Unit:	1591-35	Address:	20 VINE ST
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89503-5520
If "No" please explain:	Not Applicable	Contact/Phone:	775-329-5559
		Vendor No.:	T29002238
		NV Business ID:	NV19951060977

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 %	X Bonds	30.00 %
Highway Funds	0.00 %	X Other funding	70.00 % Agency funded

Agency Reference #: 114687

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 Applicable3. Termination Date: **06/30/2025**Contract term: **3 years and 91 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 Management Area Water Wells and Water Systems Construction CIP Projects, including preliminary and final investigations, drawings and specifications, construction administration services, electrical, structural, and mechanical engineering design services related to the construction and modification of the water wells and water systems at the Kirch Wildlife Management Area and the Key Pittman Wildlife Management Area: CIP Project No. 19-M40; SPWD Contact No. 114687.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$131,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 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:

Smith, Aaron, Project Managr Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	03/08/2022 11:27:57 AM
Division Approval	nmann	03/08/2022 11:28:01 AM
Department Approval	nmann	03/08/2022 11:28:06 AM
Contract Manager Approval	lwildes	03/08/2022 11:39:49 AM
Budget Analyst Approval	nkephart	03/16/2022 10:01:58 AM
BOE Agenda Approval	jrodrig9	03/21/2022 17:43:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25706**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: SHAW ENGINEERING, LTD
Agency Code: 082	Contractor Name: SHAW ENGINEERING, LTD
Appropriation Unit: 1591-31	Address: 20 VINE ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89503-5520
If "No" please explain: Not Applicable	Contact/Phone: 775-329-5559
	Vendor No.: T29002238
	NV Business ID: NV19951060977

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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 114688

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 Applicable3. Termination Date: **06/30/2023**Contract term: **1 year and 90 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 Wildlife Fish Hatchery - Water Wells and Water Systems Construction CIP Project, including design drawings and specifications, construction administration services, and electrical, structural, and mechanical engineering services related to the water systems and well improvements planned for the Gallagher Fish Hatchery and Spring Creek Rearing Station: CIP Project No. 19-M14 & 21-M08; SPWD Contact No. 114688.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$278,450.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Leg approved CIP
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:
Smith, Aaron, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	03/08/2022 10:13:19 AM
Division Approval	nmann	03/08/2022 10:13:22 AM
Department Approval	nmann	03/08/2022 10:18:37 AM
Contract Manager Approval	lwildes	03/08/2022 10:19:14 AM
Budget Analyst Approval	nkephart	03/10/2022 16:03:27 PM
BOE Agenda Approval	jrodrig9	03/21/2022 18:21:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25478**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: LUMOS & ASSOCIATES
Agency Code: 082	Contractor Name: LUMOS & ASSOCIATES
Appropriation Unit: 1594-10	Address: 308 N. CURRY ST. #200
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89703
If "No" please explain: Not Applicable	Contact/Phone: 775-883-7077
	Vendor No.: T80912843
	NV Business ID: NV19791006982

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 %
X Federal Funds	72.00 %	X Bonds	28.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 114587

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 Applicable3. Termination Date: **06/30/2025**Contract term: **3 years and 91 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 Marlette Lake - Hobart Reservoir Dam Rehabilitation CIP project, including biological/environmental studies and permitting, design development, construction documents, bidding and submittal review, cultural studies, and construction administration services to complete upgrades to the Hobart Lake Dam and associated facilities: CIP Project No. 21-C06; SPWD Contract No. 114587.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$910,100.00**

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:

Smith, Aaron, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	03/07/2022 10:45:55 AM
Division Approval	nmann	03/07/2022 10:45:57 AM
Department Approval	nmann	03/07/2022 10:46:03 AM
Contract Manager Approval	lwildes	03/07/2022 14:32:07 PM
Budget Analyst Approval	nkephart	03/16/2022 07:30:11 AM
BOE Agenda Approval	jrodrig9	03/21/2022 18:14:46 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 CONTRACT1. Contract Number: **25745**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 2941, expenditure category 15, Construction Planning and Admin.

Legal Entity Name: **LG ARCHITECTS, INC, DBA LGA**Contractor Name: **LG ARCHITECTS, INC, DBA LGA**Address: **241 W.CHARLESTON BLVD. SUITE 107**City/State/Zip: **LAS VEGAS, NV 89102-2592**Contact/Phone: **702-263-7111**Vendor No.: **T27041309**NV Business ID: **NV19861005290**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 % Agency Funded

Agency Reference #: **114679**

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 Applicable3. Termination Date: **06/30/2025**Contract term: **3 years and 91 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 Nevada State Museum - East Ely Railroad Museum Freight Barn Remodel Advanced Planning CIP project, to include architectural services, historic architectural building survey, structural, mechanical, electrical, plumbing, fire protection, and civil engineering and cost estimating services for the remodel of the East Ely Railroad Museum Freight Barn: CIP Project No. 22-A007-02; SPWD Contract No. 114679.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$186,060.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

Agency Submitted Application

8. Explain why State employees in your agency or other State agencies are not able to do this work:

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:

Nalley, Kirsten, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	03/08/2022 13:01:26 PM
Division Approval	nmann	03/08/2022 13:01:30 PM
Department Approval	nmann	03/08/2022 13:01:34 PM
Contract Manager Approval	lwildes	03/08/2022 15:50:15 PM
Budget Analyst Approval	nkephart	03/11/2022 11:55:33 AM
BOE Agenda Approval	jrodrig9	03/21/2022 18:19:08 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 CONTRACT1. Contract Number: **25740**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 2941, expenditure category 15, construction planning.

Legal Entity Name: **LG ARCHITECTS, INC. DBA LGA**Contractor Name: **LG ARCHITECTS, INC. DBA LGA**Address: **241 W.CHARLESTON BLVD. SUITE 107**City/State/Zip: **LAS VEGAS, NV 89102-2592**Contact/Phone: **702-263-7111**Vendor No.: **T27041309**NV Business ID: **19861005290**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 % Agency Funded

Agency Reference #: **114678**

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 Applicable3. Termination Date: **06/30/2025**Contract term: **3 years and 91 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 Nevada State Museum - Boulder City Railroad Museum Visitor Center Advance Planning CIP project, to include civil, structural, and mechanical engineering, design development, construction documents, and permitting and conformed documents related to the advanced planning of the Boulder City Railroad Visitor Center: CIP Project No. 22-A007-01; SPWD Contract No. 114678.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,106,965.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

"Agency Submitted Application"

8. Explain why State employees in your agency or other State agencies are not able to do this work:

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:

Nalley, Kirsten, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	03/07/2022 15:58:54 PM
Division Approval	nmann	03/07/2022 15:58:57 PM
Department Approval	nmann	03/07/2022 15:59:00 PM
Contract Manager Approval	lwildes	03/08/2022 11:55:15 AM
Budget Analyst Approval	nkephart	03/11/2022 12:38:31 PM
BOE Agenda Approval	jrodrig9	03/21/2022 18:17:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25707**Agency Name: **DTCA - DIVISION OF TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BETTER DESTINATIONS, LLC**Contractor Name: **BETTER DESTINATIONS, LLC**Address: **631 MONROE STREET**City/State/Zip: **DENVER, CO 80206**Contact/Phone: **CATHY RITTER 847-774-0106**Vendor No.: **T29045130**NV Business ID: **NV20222381124**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 %	X Other funding	100.00 % LODGING TAX

Agency Reference #: **RFP #10TCA-S1843 AM**

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 Applicable3. Termination Date: **06/30/2024**Contract term: **2 years and 91 days**4. Type of contract: **Contract**Contract description: **Destination Develop**

5. Purpose of contract:

This is a new contract to provide destination development facilitation services for rural areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Division of Tourism serves as the State's consumer-focused travel marketing organization and travel trade (as Travel Nevada) to promote statewide visitation, resulting in an increase in revenue for Nevada's communities. Destination Development is a long-range, tourism-based community planning program which enables Nevada's rural communities to be more intentional about the way their visitor economies develop over time. Communities that create a Destination Development plan will examine the intrinsic qualities of their destination and build an economic/marketing plan around those strengths. The Division of Tourism is undertaking a robust program schedule for Destination Development grants in 2022-23, due in a large part to a US Department of Commerce EDA award from the American Rescue Plan Act which augments the program funding by \$1.5M. In order to engage and assess all eligible Nevada communities, the agency requires an experienced facilitator to execute the program strategy through community stakeholder workshops and reporting. A facilitator will be retained to assist the agency with application assessment, stakeholder surveys, in-person workshops, and final marketing and project reporting.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have staff experienced to facilitate this program.

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):

CORAGGIO GROUP LLC
LANDKAMER CONSULTING LLC
JLL
BETTER DESTINATIONS

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #10TCA-S1843, 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: 12/19/2021 Anticipated re-bid date: 01/15/2024

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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

FOREIGN LIMITED LIABILITY COMPANY

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	03/01/2022 15:46:41 PM
Division Approval	amathies	03/01/2022 15:46:43 PM
Department Approval	amathies	03/01/2022 15:46:45 PM
Contract Manager Approval	amathies	03/16/2022 09:08:02 AM
Budget Analyst Approval	tsmorra	03/16/2022 09:43:03 AM

BOE Agenda Approval
BOE Final Approval

hfield
Pending

03/17/2022 14:43:40 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25636**Agency Name: **DTCA - DIVISION OF TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **OMNITRAK RESEARCH & MARKETING GROUP, INC. DBA OMNITRAK GROUP**Contractor Name: **OMNITRAK RESEARCH & MARKETING GROUP, INC. DBA OMNITRAK GROUP**Address: **GROUP INC DBA OMNITRAK GROUP
841 BISHOP ST STE 1250**City/State/Zip: **HONOLULU, HI 96813-3916**Contact/Phone: **CHRISTOPHER KAM 808/528-7594**Vendor No.: **T32006232**NV Business ID: **NV20181118362**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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 %	X Other funding	100.00 % LODGING TAX

Agency Reference #: **RFP #10TCA-S1806-AM**

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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2023**Contract term: **1 year and 183 days**4. Type of contract: **Contract**Contract description: **Domestic Visit Study**

5. Purpose of contract:

This is a new contract to provide ongoing assistance in developing and reporting domestic visitor profile studies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$112,650.00**

Other basis for payment: Billing will be done on a quarterly basis for all activities and costs incurred.

II. JUSTIFICATION

7. What conditions require that this work be done?

The purpose of this contract is to disseminate statistics on travel and tourism in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This type of service needs specialized online data collection programming/model and objective expertise. There are no employees in the State with this type of knowledge.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):

DATASTAT, INC
MGT OF AMERICA CONSULTING LLC
COGNOSANTE LLC
OMNITRAK GROUP, INC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #10TCA-S1806, and in accordance with NRS 333, the selected vendor was the only vendor to submit a proposal and is the current contracted vendor.

d. Last bid date: 11/09/2021 Anticipated re-bid date: 03/15/2025

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:

Currently for Division of Tourism. They are 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:

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	amathies	02/18/2022 14:13:59 PM
Division Approval	amathies	02/18/2022 14:14:01 PM
Department Approval	amathies	02/18/2022 14:14:04 PM
Contract Manager Approval	amathies	03/09/2022 13:12:54 PM
Budget Analyst Approval	tsmorra	03/10/2022 13:50:07 PM
BOE Agenda Approval	hfield	03/14/2022 13:53:52 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 CONTRACT1. Contract Number: **25713**Agency Name: **DEPARTMENT OF TAXATION**Agency Code: **130**Appropriation Unit: **2361-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CLEAN HARBORS ENVIRONMENTAL**Contractor Name: **CLEAN HARBORS ENVIRONMENTAL SERVICES INC**Address: **42 LONGWATER DR**City/State/Zip: **NORWELL, MA 02061**Contact/Phone: **707/747-6699**Vendor No.: **T27000924A**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.

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 # 13DAT-S1842**

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 Applicable3. Termination Date: **04/11/2026**Contract term: **4 years and 11 days**4. Type of contract: **Contract**Contract description: **Hazardous Waste**

5. Purpose of contract:

This is a new contract to provide hazardous waste disposal services for seized vapor products.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$352,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department of Taxation is responsible for enforcing the licensing and tax administration for entities that buy and sell "Vapor Products", which are now taxable as "Other Tobacco Products" as defined in NRS 370. As part of the enforcement efforts, the Department performs compliance inspections and investigations, which often result in the seizure of Vapor Products as contraband pursuant to NRS 370.025. Due to the nicotine contained in Vapor Products, these products are considered acutely hazardous waste when designated for waste. Pursuant to NRS 370.415, the Department needs to dispose of these products as it does with other products the Department seizes. Pursuant to EPA regulations, the destruction of acutely hazardous waste can only be done through a properly permitted business and only at a properly permitted destruction site.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees and agencies do not have the specialized skills and training, licenses or permits, or equipment required to transport and dispose of hazardous waste materials in a safe 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):

HERO Environmental
Heritage Environmental
AET Environmental

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP#13DAT-S1842, 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Environmental Protection

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jgrimmer	03/14/2022 15:01:50 PM
Division Approval	jgrimmer	03/14/2022 15:01:53 PM
Department Approval	jgrimmer	03/14/2022 15:01:56 PM
Contract Manager Approval	lhans4	03/14/2022 15:03:39 PM
Budget Analyst Approval	hfield	03/14/2022 15:54:20 PM
BOE Agenda Approval	hfield	03/14/2022 15:54:27 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25226**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WESTCARE MANAGEMENT, INC.**Contractor Name: **WESTCARE MANAGEMENT, INC.**Address: **3155 RIVER RD S STE 100**City/State/Zip: **SALEM, OR 97302-9819**Contact/Phone: **Jason McArthur 503/362-5235**Vendor No.: **T27007546**NV Business ID: **NV20101384894**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 %
X Federal Funds	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % private/county

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2024**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Accountant Services**

5. Purpose of contract:

This is a new contract to provide ongoing certified public accountant services for billing, collection, audit and compliance reporting to the Medicare and Medicaid programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$424,000.00**

Other basis for payment: See #6 under considerations for the total contract installments payable \$65.00-\$150 per hour depending on type of service

II. JUSTIFICATION

7. What conditions require that this work be done?

The Southern Nevada Veterans Home is required to file a Medicare and Medicaid cost report in order for the home to be in compliance and remain eligible for reimbursement. Westcare also complies and maintains resident records and keeps the home in compliance with regulatory agencies, which is a requirement of NRS 449.490. The services provided by Westcare also require a CPA to audit and ensure all the fiscal documents are correct and meet audit requirements.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency and other state agencies do not have the staff or expertise to perform the work outlined in the contract.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Westcare provides a Certified Public Accountant (CPA) which is critical in making sure the fiscal documents are compliant with Medicare and Medicaid requirements. The CPA also ensures all fiscal documents are accurate and in compliance for audit purposes. In addition to providing a CPA, key Members of Westcare serve in a leadership capacity with the National Association of State Veterans Homes (NASVH), the only association specifically representing State Veterans Homes. In this capacity, Westcare has the unique ability to be informed about issues affecting the State Home Program and keep the Nevada State Veterans Homes informed of these issues and their impact on the Nevada State Home program. Westcare members also serve in various committees with the American Health Care Association so that upcoming national issues affecting nursing homes are known well in advance of implementation. Westcare is familiar with NSVH practices and has experience in Medicare/Medicaid cost reporting.

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:

This contractor is currently employed by the Department of Veterans Services and their work 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:

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	jtheil1	02/28/2022 10:42:07 AM
Division Approval	jtheil1	02/28/2022 10:42:10 AM
Department Approval	jtheil1	02/28/2022 10:42:13 AM
Contract Manager Approval	cbenham	03/15/2022 15:23:02 PM
Budget Analyst Approval	kanders2	03/15/2022 15:27:05 PM

BOE Agenda Approval
BOE Final Approval

afrantz
Pending

03/17/2022 15:37:38 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25735**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3151-04**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 D. 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.

X	General Funds	20.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	80.00 % Cost Allocation

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 Applicable3. Termination Date: **12/31/2025**Contract term: **3 years and 275 days**4. Type of contract: **Other (include description): Service Agreement**Contract description: **Cost Allocation**

5. Purpose of contract:

This is a new service agreement to provide cost allocation services including time and effort reporting.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$141,907.00**

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?

Code of Federal Regulations Part 200, CMS requirements, Title XIX, 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?

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):

Public Consulting Group
Fusellogix LLC
Interactive Voice Applications
b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to 40DHHS-S1568, and in accordance with NRS 333, the selected vendor was the highest scoring vendor as determined by an independently appointed evaluation committee.

d. Last bid date: 07/27/2021 Anticipated re-bid date: 07/30/2024

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:

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	amanocha	03/04/2022 15:25:26 PM
Division Approval	amanocha	03/04/2022 15:25:29 PM
Department Approval	dschmid5	03/07/2022 12:34:43 PM
Contract Manager Approval	maceved1	03/07/2022 12:51:22 PM
EITS Approval	daxtel1	03/11/2022 00:14:42 AM
Budget Analyst Approval	laaron	03/15/2022 16:27:07 PM
BOE Agenda Approval	laaron	03/15/2022 16:27:10 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 | 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 CONTRACT1. Contract Number: **25162**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Elko County School District
Agency Code:	403	Contractor Name:	Elko County School District
Appropriation Unit:	3157-00	Address:	850 Elm Street
Is budget authority available?:	Yes	City/State/Zip	Elko, NV 89801
If "No" please explain:	Not Applicable	Contact/Phone:	Raymond Smith 775-738-5196
		Vendor No.:	
		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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. 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 funds for 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: **\$1,033,628.62**

Other basis for payment: Per Attachment A; FY23 - \$207,000, FY24 - \$238,050, FY25 - \$273,757.50, FY26 - \$314,821.12

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 2019 - 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	02/08/2022 14:11:04 PM
Division Approval	ltuttl1	02/08/2022 14:52:20 PM
Department Approval	pburrel1	02/15/2022 03:13:40 AM
Contract Manager Approval	ltuttl1	02/15/2022 09:13:44 AM
Budget Analyst Approval	laaron	03/07/2022 14:57:05 PM
BOE Agenda Approval	laaron	03/07/2022 14:57:08 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 CONTRACT1. Contract Number: **25146**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3157-00**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, School of Medicine**Address: **4505 South Maryland Pkwy.**City/State/Zip: **Las Vegas, NV 89154**

Contact/Phone: Marc J. Kahn 702-895-1296

Vendor No.:

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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Supp Payments/TCM**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide funds for the non-federal share of the Practitioner Upper Payment Limit supplemental payment program and Targeted Case Management.**6. NEW CONTRACT**The maximum amount of the contract for the term of the contract is: **\$3,336,000.00**

Payment for services will be made at the rate of \$834,000.00 per year

Other basis for payment: Administrative Fee: 5% of total Supplemental Payment per quarter; estimated at \$25,000/quarter (included in annual cost)

II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DHCFP does not have the staff or expertise required 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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmayhall	02/16/2022 11:33:02 AM
Division Approval	ltuttl1	02/17/2022 08:14:54 AM
Department Approval	pburrel1	02/17/2022 19:32:54 PM
Contract Manager Approval	ltuttl1	02/18/2022 08:15:27 AM
Budget Analyst Approval	laaron	03/07/2022 16:16:58 PM
BOE Agenda Approval	laaron	03/07/2022 16:17:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25737**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Solix, Inc.
Agency Code: 403	Contractor Name: Solix, Inc.
Appropriation Unit: 3158-04	Address: 10 Lanidex Plaza West Suite 300
Is budget authority available?: Yes	City/State/Zip: Parsippany, NJ 07054
If "No" please explain: Not Applicable	Contact/Phone: Eric D. 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.

X General Funds	50.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/14/2025**Contract term: **3 years and 228 days**4. Type of contract: **Other (include description): Service Agreement**Contract description: **Cost Allocation**

5. Purpose of contract:

This is a new service agreement to provide cost allocation services including time and effort reporting.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$141,907.00**

Other basis for payment: FY22 - \$6,400, FY23 - \$20,207.66, FY24 - \$45,767.34, FY25 - \$46,242, FY26 - \$23,290

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 and 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 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):

Fusellogix, LLC
Public Consulting Group, LLC
Solix, Inc.
Interactive Voice Applicationsb. 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:

7/1/20 Public Utilities Commission. 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:

Marko Markovic, ASO II Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroma2	03/14/2022 09:23:17 AM
Division Approval	ltuttl1	03/14/2022 09:48:31 AM
Department Approval	pburrel1	03/16/2022 13:17:45 PM
Contract Manager Approval	ltuttl1	03/16/2022 13:21:17 PM
EITS Approval	daxtel1	03/17/2022 11:19:30 AM
Budget Analyst Approval	laaron	03/21/2022 15:29:51 PM
BOE Agenda Approval	laaron	03/21/2022 15:29:56 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 | 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 CONTRACT1. Contract Number: **25237**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Washoe County
Agency Code:	403	Contractor Name:	Washoe County Juvenile Services
Appropriation Unit:	3158-24	Address:	1001 E. 9th St.
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89512
If "No" please explain:	Not Applicable	Contact/Phone:	Jon Bozanich 775-325-7800
		Vendor No.:	T40283400
		NV Business ID:	Governmental Entity

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2022**

Anticipated BOE meeting date 05/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **TCM /Admin Services**

5. Purpose of contract:

This is a new interlocal agreement to provide Targeted Case Management and administrative service cost recovery.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$130,920.00**

Other basis for payment: FY23 - \$22,500, FY24 - \$31,500, FY25 - \$33,075, FY26 - \$34,729, FY27 - \$9,116

II. JUSTIFICATION

7. What conditions require that this work be done?

Targeted Case Management Services are pervaded per the Medicaid State Plan Amendment in the Nevada Medicaid Services Manual.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies do not have the staff available 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 Applicableb. 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	aroma2	03/07/2022 11:54:09 AM
Division Approval	ltuttl1	03/07/2022 12:04:51 PM
Department Approval	pburrel1	03/11/2022 15:11:58 PM
Contract Manager Approval	ltuttl1	03/11/2022 16:59:12 PM
Budget Analyst Approval	laaron	03/21/2022 15:17:59 PM
BOE Agenda Approval	laaron	03/21/2022 15:18:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **24828**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	City of Henderson
Agency Code:	403	Contractor Name:	Henderson Fire Department
Appropriation Unit:	3243-24	Address:	250 Water Street MSC 1012
Is budget authority available?:	Yes	City/State/Zip	Henderson, NV 89015
If "No" please explain:	Not Applicable	Contact/Phone:	Shawn White 702-267-2222
		Vendor No.:	
		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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Fire District - CPE**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing emergency ambulance services to Medicaid recipients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,128,000.00**

Other basis for payment: FY23 - \$8,000,000, FY24 - \$8,800,000, FY25 - \$9,680,000, FY26 - \$10,648,000

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 Applicableb. 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?

Yes If "Yes", please provide details of the litigation and facts supporting approval of the contract:

DHCFP since 2017 - Satisfactory

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	03/04/2022 10:41:25 AM
Division Approval	ltuttl1	03/04/2022 10:50:35 AM
Department Approval	pburrel1	03/04/2022 10:59:43 AM
Contract Manager Approval	ltuttl1	03/04/2022 11:01:15 AM
Budget Analyst Approval	laaron	03/07/2022 16:33:50 PM
BOE Agenda Approval	laaron	03/07/2022 16:33:53 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **24078**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	City of Reno
Agency Code:	403	Contractor Name:	Reno Fire Department
Appropriation Unit:	3243-24	Address:	1 East First Street
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89504
If "No" please explain:	Not Applicable	Contact/Phone:	Aaron Wike, Administrative Services Mgr 775-334-4260
		Vendor No.:	T40266000
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2019**

Anticipated BOE meeting date 04/2022

Retroactive? **Yes**

If "Yes", please explain

The contract requires a retroactive start date due to discussions with the City of Reno 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, the City of Reno has requested a start date of July 1, 2019 in order to maximize its reimbursement.

3. Termination Date: **06/30/2023**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 ongoing emergency ambulance services to Medicaid recipients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,450,000.00**

Other basis for payment: FY20 - \$150,000, FY21 - \$250,000, FY22 - \$500,000, FY23 - \$550,000

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:

20. Contract Status:

Contract Approvals:


Approval Level	User	Signature Date
Budget Account Approval	rmayhall	06/09/2021 08:48:40 AM
Division Approval	ltuttl1	06/09/2021 09:58:16 AM
Department Approval	pburrel1	03/03/2022 08:55:40 AM
Contract Manager Approval	ltuttl1	03/03/2022 15:46:50 PM
Budget Analyst Approval	laaron	03/07/2022 16:40:38 PM
BOE Agenda Approval	laaron	03/07/2022 16:40:40 PM
BOE Final Approval	Pending	



MEMORANDUM

DATE: February 28, 2022

TO: Lynnette Aaron, Executive Branch Budget Officer, Governor's Finance Office

FROM: Suzanne Bierman, Administrator, Division of Health Care Financing and Policy (DHCFP) 
SB

RE: Request for Retroactive Start Date of July 1, 2019, for Contract with City of Reno on behalf of the Reno Fire Department

This memorandum requests that the contract for the City of Reno on behalf of the Reno Fire Department be approved for a retroactive start date of July 1, 2019.

This interlocal agreement is to certify the public expenditure reimbursement methodology for emergency transportation to Medicaid recipients. The Reno Fire Department 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 the City of Reno 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, the City of Reno has requested a start date of July 1, 2019, in order to maximize its reimbursement. Without the retroactive start date, the Reno Fire Department 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.



Suzanne Bierman (Mar 3, 2022 07:25 PST)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25569**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: Truckee Meadows Fire and Protection District

Contractor Name: **Truckee Meadows Fire and Protection District**Address: **3663 Barron Way**City/State/Zip: **Reno, NV 89511**

Contact/Phone: Vaughn Hartung, Chairman, Board of Fire Commissions 775-328-2007

Vendor No.: T40283400A

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2020**

Anticipated BOE meeting date 05/2022

Retroactive? **Yes**

If "Yes", please explain

The contract requires a retroactive start date due to discussions with Truckee Meadows Fire 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, Truckee Meadows Fire and Rescue has requested a start date of July 1, 2020, in order to maximize its 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 ongoing emergency ambulance services to Medicaid recipients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,500,000.00**

Other basis for payment: FY21 - \$2,100,000, FY22 - \$2,450,000, FY23 - \$2,800,000, FY24 - \$3,150,000

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?

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	jkemmere	03/11/2022 12:58:22 PM
Division Approval	trya4	03/11/2022 13:49:13 PM
Department Approval	pburrel1	03/14/2022 10:07:01 AM
Contract Manager Approval	ltuttl1	03/14/2022 11:56:48 AM
Budget Analyst Approval	laaron	03/21/2022 15:02:11 PM
BOE Agenda Approval	laaron	03/21/2022 15:02:15 PM
BOE Final Approval	Pending	



MEMORANDUM

DATE: March 14, 2022

TO: Lynnette Aaron, Executive Branch Budget Officer, Governor's Finance Office

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 Truckee Meadows Fire and Protection District

This memorandum requests that the contract for Truckee Meadows Fire and 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. Truckee Meadows Fire and 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 Truckee Meadows Fire and 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, Truckee Meadows Fire and Protection District has requested a start date of July 1, 2020, to maximize its reimbursement. Without the retroactive start, Truckee Meadows Fire and 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.



Suzanne Bierman (Mar 14, 2022 10:33 PDT)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25731**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	SHERRI MICONE DBA ELITE HEALTH
Agency Code:	406	Contractor Name:	SHERRI MICONE DBA ELITE HEALTH
Appropriation Unit:	3218-12	Address:	6170 Ridgeview Court, Suite C
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89519
If "No" please explain:	Not Applicable	Contact/Phone:	Sherri Micone 775-455-0110
		Vendor No.:	
		NV Business ID:	NV20171220873

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17971

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/15/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **Yes**

If "Yes", please explain

This vendor has a Master Service Agreement (MSA) currently scheduled on BOE agenda for approval in March 2022. Due to the need for these services prior to the approval of the MSA, the Division requested and received an emergency approval for interim services through the State Purchasing Division.

3. Termination Date: **04/12/2022**Contract term: **55 days**4. Type of contract: **Contract**Contract description: **COVID Therapeutics**

5. Purpose of contract:

This is a new contract to provide COVID 19 patient services, referrals for treatment, provider assessment and COVID 19 therapeutics.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$770,000.00**

Other basis for payment: Attachment AA: Scope of Work and Deliverables

II. JUSTIFICATION

7. What conditions require that this work be done?

Provide fixed site or mobile treatment to Nevada citizens who may or may not have the means (physically or financially) to receive COVID 19 treatments.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized therapeutic service not performed by state agencies.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. 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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	03/04/2022 10:35:11 AM
Division Approval	rmille8	03/04/2022 10:35:18 AM
Department Approval	lsherych	03/08/2022 16:33:41 PM
Contract Manager Approval	rmille8	03/31/2022 20:43:25 PM
Budget Analyst Approval	kanders2	04/01/2022 10:24:58 AM
BOE Agenda Approval	sbrown	04/01/2022 10:45:59 AM
BOE Final Approval	Pending	

From: Kevin D. Doty <kddoty@admin.nv.gov>

Sent: Tuesday, February 15, 2022 8:56 AM

To: Kelli Quintero <kquintero@health.nv.gov>

Cc: Gideon K. Davis <gkdavis@admin.nv.gov>

Subject: RE: Request for an Emergency Contract _ Elite Health for Monoclonal Antibody Treatment and Oral Antivirals for COVID-19 Therapies

Hi Kelli,

Pursuant to NAC 333.114 and due to the pressing need for specific therapies to treat COVID, you are authorized to proceed with a contract with Elite Health on an emergency basis. As you mention below, Elite Health has already been awarded a contract that should be approved at the April BOE. Any emergency contract should expire once the BOE approves that contract.

Kevin

Kevin D. Doty
Administrator
Purchasing Division
Department of Administration
State of Nevada
775-684-0183

From: Kelli Quintero <kquintero@health.nv.gov>

Sent: Monday, February 14, 2022 6:40 PM

To: Kevin D. Doty <kddoty@admin.nv.gov>

Subject: Request for an Emergency Contract _ Elite Health for Monoclonal Antibody Treatment and Oral Antivirals for COVID-19 Therapies

Good evening, Mr. Doty.

On behalf of the Division of Public and Behavioral Health (DPBH), I am requesting approval to enter into an emergency contract with Elite Health for COVID-19 therapeutic services in Northern Nevada (Washoe, Carson City, Douglas, Storey, and Lyon Counties) for fixed, mobile/home, and telemedicine health services. Elite Health will provide both monoclonal antibody treatment (Mab) and oral antivirals for COVID-19.

It is critical DPBH ensures that all counties have equitable and easy access to all COVID-19 therapeutics. Specifically in the rural counties, oral antiviral treatment may be a more viable option.

Elite Health submitted a proposal for the monoclonal antibody treatment (Mab) opportunity through State Purchasing and is in align for April BOE approval. It is critical we move quickly to provide COVID Therapies. When the RFP for Mab was released, there were not any oral antivirals readily available for COVID-19 treatment; therefore, this service was not including the RFP. Since the release of the RFP, oral antivirals have become an important and rapid part of the treatment services for patients.

Nevada is plagued with healthcare resource limitations; DPBH is requesting to enter into the emergency contract with Elite Health to not only offer the Mab services, as outlined in the RFP, but also to offer telehealth screening to residents in all counties outside of Clark County and, if appropriate, provide delivery of an oral antiviral or provide a prescription to a local pharmacy. The oral antiviral medication must be started within 3 days of symptom onset for the patient. Therefore, if the patient has a delayed screening or is unable to access the medication within that timeframe, they are not eligible, and their illness can progress. For this reason, DPBH feels a timely telehealth visit is imperative to implementing this service. DPBH is requesting this occur with Elite Health for a centralized screening process, working with the DPBH call center to screen patients and help them navigate and expedite services.

The inability to access these treatments and services has the potential of negative health outcomes to Nevada citizens that are home-bound or do not have the ability to pay for COVID-19 therapies. Therefore, we need to act rapidly.

Funding Source – Approved ARPA funds from the Office of the Governor.

Thank you for your consideration.



Kelli Quintero

Administrative Services Officer III
Nevada Department of Health and Human Services
Division of Public and Behavioral Health | Contracts and Grants
4150 Technology Way | Carson City, Nevada 89706
T: (775) 684-4207 | F: (775) 684-4211 | E: kquintero@health.nv.gov
www.dhhs.nv.gov | <http://dpbh.nv.gov>

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Steve Sisolak
Governor

Richard Whitley, MS
Director



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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: March 4, 2022

TO: Kelli Anderson, 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 – SHERRI MICON DBA ELITE HEALTH CETS#25731 C17971

This memorandum requests that the following Contract be approved for a retroactive start.

The following information is required:

- Name of Vendor: Sherri Micone dba Elite Health
- Services to be provided: COVID therapeutic administration via a home health model or fixed site model in the counties of Washoe, Lyon, Douglas, and Storey and Carson City.
- Funding source and expenditure category: BA# 3218 - CAT 12; ARPA
- Requested start date of work: February 15, 2022
- Expected execution date of agreement: Immediately following Board of Examiners (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 has a Master Service Agreement (MSA) currently scheduled on BOE agenda for approval in March 2022. Due to the need for these services prior to the approval of the MSA, the Division requested and received an emergency approval for interim services through the State Purchasing Division.
 - This vendor is currently able and willing to serve the needs of residents in the counties noted above who are home-bound or have transportation issues or through a fixed site. The equity issues are present in the system now, and it is ideal for this project to launch as soon as possible to mimic the project in Clark County, which started 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.

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 CONTRACT1. Contract Number: **25733**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	SHERRI MICONE DBA ELITE HEALTH
Agency Code:	406	Contractor Name:	SHERRI MICONE DBA ELITE HEALTH
Appropriation Unit:	3218-12	Address:	6170 Ridgeview Court, Suite C
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89519
If "No" please explain:	Not Applicable	Contact/Phone:	Sherri Micone 775-455-0110
		Vendor No.:	
		NV Business ID:	NV20171220873

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17972

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/15/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **Yes**

If "Yes", please explain

This vendor has a Master Service Agreement (MSA) currently scheduled on BOE agenda for approval in March 2022. Due to the need for these services prior to the approval of the MSA, the Division requested and received an emergency approval for interim services through the State Purchasing Division.

3. Termination Date: **04/12/2022**Contract term: **55 days**4. Type of contract: **Contract**Contract description: **COVID Oral Therapy**

5. Purpose of contract:

This is a new contract to provide COVID 19 telehealth visits to Nevada residents to determine patient eligibility for therapeutics and provide eligible patients prescriptions for the therapeutics.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$700,000.00**

Other basis for payment: Per Attachment AA: Scope of Work and Deliverables

II. JUSTIFICATION

7. What conditions require that this work be done?

Provide fixed site or mobile treatment to Nevada citizens who may or may not have the means (physically or financially) to receive COVID 19 treatments.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized therapeutic service not performed by state agencies.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. 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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	03/07/2022 14:31:57 PM
Division Approval	rmille8	03/07/2022 14:31:59 PM
Department Approval	lsherych	03/08/2022 16:29:44 PM
Contract Manager Approval	rmille8	03/31/2022 19:20:51 PM
Budget Analyst Approval	kanders2	04/01/2022 10:13:25 AM
BOE Agenda Approval	sbrown	04/01/2022 10:45:34 AM
BOE Final Approval	Pending	

From: Kevin D. Doty <kddoty@admin.nv.gov>

Sent: Tuesday, February 15, 2022 8:56 AM

To: Kelli Quintero <kquintero@health.nv.gov>

Cc: Gideon K. Davis <gkdavis@admin.nv.gov>

Subject: RE: Request for an Emergency Contract _ Elite Health for Monoclonal Antibody Treatment and Oral Antivirals for COVID-19 Therapies

Hi Kelli,

Pursuant to NAC 333.114 and due to the pressing need for specific therapies to treat COVID, you are authorized to proceed with a contract with Elite Health on an emergency basis. As you mention below, Elite Health has already been awarded a contract that should be approved at the April BOE. Any emergency contract should expire once the BOE approves that contract.

Kevin

Kevin D. Doty
Administrator
Purchasing Division
Department of Administration
State of Nevada
775-684-0183

From: Kelli Quintero <kquintero@health.nv.gov>

Sent: Monday, February 14, 2022 6:40 PM

To: Kevin D. Doty <kddoty@admin.nv.gov>

Subject: Request for an Emergency Contract _ Elite Health for Monoclonal Antibody Treatment and Oral Antivirals for COVID-19 Therapies

Good evening, Mr. Doty.

On behalf of the Division of Public and Behavioral Health (DPBH), I am requesting approval to enter into an emergency contract with Elite Health for COVID-19 therapeutic services in Northern Nevada (Washoe, Carson City, Douglas, Storey, and Lyon Counties) for fixed, mobile/home, and telemedicine health services. Elite Health will provide both monoclonal antibody treatment (Mab) and oral antivirals for COVID-19.

It is critical DPBH ensures that all counties have equitable and easy access to all COVID-19 therapeutics. Specifically in the rural counties, oral antiviral treatment may be a more viable option.

Elite Health submitted a proposal for the monoclonal antibody treatment (Mab) opportunity through State Purchasing and is in align for April BOE approval. It is critical we move quickly to provide COVID Therapies. When the RFP for Mab was released, there were not any oral antivirals readily available for COVID-19 treatment; therefore, this service was not including the RFP. Since the release of the RFP, oral antivirals have become an important and rapid part of the treatment services for patients.

Nevada is plagued with healthcare resource limitations; DPBH is requesting to enter into the emergency contract with Elite Health to not only offer the Mab services, as outlined in the RFP, but also to offer telehealth screening to residents in all counties outside of Clark County and, if appropriate, provide delivery of an oral antiviral or provide a prescription to a local pharmacy. The oral antiviral medication must be started within 3 days of symptom onset for the patient. Therefore, if the patient has a delayed screening or is unable to access the medication within that timeframe, they are not eligible, and their illness can progress. For this reason, DPBH feels a timely telehealth visit is imperative to implementing this service. DPBH is requesting this occur with Elite Health for a centralized screening process, working with the DPBH call center to screen patients and help them navigate and expedite services.

The inability to access these treatments and services has the potential of negative health outcomes to Nevada citizens that are home-bound or do not have the ability to pay for COVID-19 therapies. Therefore, we need to act rapidly.

Funding Source – Approved ARPA funds from the Office of the Governor.

Thank you for your consideration.



Kelli Quintero

Administrative Services Officer III

Nevada Department of Health and Human Services

Division of Public and Behavioral Health | Contracts and Grants

4150 Technology Way | Carson City, Nevada 89706

T: (775) 684-4207 | F: (775) 684-4211 | E: kquintero@health.nv.gov

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Steve Sisolak
Governor

Richard Whitley, MS
Director



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Lisa Sherych
Administrator

Ihsan Azzam,
Ph.D., M.D.
Chief Medical Officer

MEMORANDUM

DATE: March 4, 2022

TO: Kelli Anderson, 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 – SHERRI MICON DBA ELITE HEALTH CETS#25733 C17972

This memorandum requests that the following Contract be approved for a retroactive start.

The following information is required:

- Name of Vendor: Sherri Micone dba Elite Health
- Services to be provided: COVID therapeutic administration via a home health model or fixed site model in the counties of Washoe, Lyon, Douglas, and Storey and Carson City.
- Funding source and expenditure category: BA# 3218 - CAT 12; ARPA
- Requested start date of work: February 15, 2022
- Expected execution date of agreement: Immediately following Board of Examiners (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 has a Master Service Agreement (MSA) currently scheduled on BOE agenda for approval in March 2022. Due to the need for these services prior to the approval of the MSA, the Division requested and received an emergency approval for interim services through the State Purchasing Division.
 - This vendor is currently able and willing to serve the needs of residents in the counties noted above who are home-bound or have transportation issues or through a fixed site. The equity issues are present in the system now, and it is ideal for this project to launch as soon as possible to mimic the project in Clark County, which started 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.

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 CONTRACT1. Contract Number: **25701**

Agency Name:	DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name:	DELOITTE CONSULTING, LLP
Agency Code:	407	Contractor Name:	DELOITTE CONSULTING, LLP
Appropriation Unit:	3228-52	Address:	4022 SELLS DR
Is budget authority available?:	No	City/State/Zip	HERMITAGE, TN 37076-2903
If "No" please explain: Work Program Number 22FR32281 pending April IFC approval.		Contact/Phone:	615/882-7158
		Vendor No.:	T27024237A
		NV Business ID:	NV20081436471

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **407**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2023**Contract term: **1 year and 213 days**4. Type of contract: **Contract**Contract description: **Medicaid Ex Parte**

5. Purpose of contract:

This is a new contract to provide project management, design, development, implementation, maintenance, and operations services for system enhancements to implement a Medicaid automated renewal process to support ex-parte renewals, auto-renewal, passive renewal or administrative renewal.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,960,000.00**

Other basis for payment: As outlined in Attachment BB - Deliverable Payment Schedule

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS Chapter 422A, the Division of Welfare and Supportive Services funds the administrative expenses associated with ensuring public assistance programs are administered in accordance with federal and state regulations. The requested system enhancements to implement an automated renewal will significantly reduce the person hours spent on case work manual process estimated to make up 90% of the Medicaid caseload closures, eliminate unnecessary terminations, and increase the number of monthly redeterminations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division staff does not possess the expertise required to perform these enhancements to the existing Medicaid 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 #: 220207

Approval Date: 02/10/2022

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? 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 under contract with multiple agencies. Currently under contract with DWSS and providing satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Lisa Swearingen, Chief, Eligibility & Payments Unit Ph: 775-684-0560

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cbusay	03/07/2022 12:41:26 PM
Division Approval	bberry	03/07/2022 14:01:42 PM
Department Approval	mchappel	03/07/2022 14:37:20 PM
Contract Manager Approval	mpomerle	03/07/2022 15:39:36 PM
EITS Approval	daxtel1	03/07/2022 18:18:41 PM

Budget Analyst Approval
BOE Agenda Approval
BOE Final Approval

afrantz
myoun3
Pending

03/15/2022 09:25:28 AM
03/22/2022 09:29:46 AM



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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Steve Fisher, Administrator, DWSS
Bart London, CITM, DWSS
Brenda Berry, CFO, DWSS
Lisa Swearingen, Eligibility & Payments Unit Chief, DWSS

CC: Tim Galluzi, Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
Sean Montierth, IT Chief, Computing, EITS, DOA
Kathleen McLaughlin, IT Manager, Mainframe, EITS, DOA
Jason Benshoof, IT Chief, Agency IT Services, EITS, DOA
Jon Mathews, IT Chief, Communication, EITS, DOA

FROM: David Axtell, State Chief Enterprise Architect, EITS, DOA

SUBJECT: TIN Completion Memo - DWSS - 340 - Medicaid Ex Parte Renewals
update b – BA3228

DATE: February 25, 2022

We have completed an update review for DWSS’ – *Medicaid Ex Parte Renewals update b* - TIN340.

This TIN update, for an estimated value of \$3,960,000 this biennium only changed the funding amount from \$3,900,000 (100% ARPA funded).

All other project details remain the same. The purpose is to implement the changes to the Medicaid renewal process to automate eligibility renewal. The vendor (Deloitte) has specific experience with the array of components involved in this project. Detailed activities include:

- “Implement system modifications to identify Medicaid cases eligible for the ex-parte renewal processing.
- Implement batches to trigger auto verification API calls against data verification sources available

to DWSS (up to 6 data sources).

- Implement interface changes to make batch mode calls to the available data verification sources (up to 6 data sources).
- Implement RD initiation screen for caseworkers to process ex-parte renewals.
- Implement notices for cases that are auto-renewed to notify beneficiaries of the auto-renewal, provide updated details, and the opportunity to report inaccuracies or opt-out.
- Implement changes in Worker Portal (“AMPS”) to track ex-parte renewal results, verification statuses, received results, and thresholds.
- Implement changes in Self-Service Portal (“Access Nevada”) to allow users to respond to ex-parte renewal notices electronically when needed.
- Update existing redetermination batch to work parallel with the new ex-parte renewal batch and coordinate both processes.”

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.



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#: <u>2202070</u>

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	ENTER STATE AGENCY NAME HERE: <i>Division of Welfare and Supportive Services</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Lisa Swearingen Chief of Eligibility and Payments Unit</i>	<i>(775) 684-0560</i>	<i>lswearingen@dwss.nv.gov</i>

1b	Vendor Information:	
	Vendor Name:	<i>Deloitte Consulting LLP</i>
	Contact Name:	<i>Rakesh Dutttagupta</i>
	Complete Address:	<i>980 9th St Suite 1800</i>
	City, State, and Zip Code	<i>Sacramento, CA 95814</i>
	Telephone Number:	<i>(916) 761-6466</i>
	Email Address:	<i>rdutttagupta@deloitte.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<input checked="" type="checkbox"/> X
	Professional Service Exemption:	

1d	Contract Information:				
	Is this a new Contract? Check One:	Yes:	<input checked="" type="checkbox"/> X	No:	
	If 'No' Enter Amendment Number:	#			
	Enter CETS Number:	#			

1e	Term:				
	One (1) Time Purchase? Check One:	Yes:		No:	
	Contract:	Start Date:	<i>Pending BOE approval</i>	End Date:	<i>October 31, 2023</i>

1f	Funding:	
	State Appropriated:	
	Federal Funds:	<i>100% State ARPA funds</i>
	Grant Funds:	

	Other (Explain):	

Purchasing Use Only:

Approval #:

220207C

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$3,960,000

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p><i>Deloitte Consulting LLP will provide services necessary to implement an automated Medicaid renewal process. The project scope includes modifying the current Medicaid renewal process to support ex-parte renewal, also known as, auto renewal, passive renewal or administrative renewal.</i></p> <p><i>This type of redetermination of eligibility is based on using reliable verified information already available to the Division of Welfare and Supportive Services (DWSS) in the beneficiary's case data or more current information available to the DWSS, including information accessed through electronic data sources. This allows benefits to be renewed automatically without beneficiary involvement vs. the current renewal process approach that depends on the beneficiary confirming or updating their case data in a pre-populated form that they receive by mail when their redetermination is due and then needs to be verified and processed by a case worker all in a timely fashion. Delays in responding or processing usually result in temporary interruptions of eligibility.</i></p> <p><i>The detailed activities to be performed and features to be implemented include:</i></p> <ul style="list-style-type: none"> • <i>Implementing system modifications to identify Medicaid cases that are eligible for the ex-parte renewal processing.</i> • <i>Implementing batches to trigger auto verification API calls against data verification sources available to DWSS (up to 6 data-sources)</i> • <i>Implement interface changes to make batch mode calls to the available data verification sources (up to 6 data-sources)</i> • <i>Implement notices for cases that are auto renewed to notify beneficiaries of the auto renewal, provide updated details and the opportunity to report inaccuracies or opt-out.</i> • <i>Implement changes in Worker Portal ("AMPS") to track ex-parte renewal results including verification statuses, results received and threshold results.</i> • <i>Implement changes in Self-Service Portal ("Access Nevada") to allow users to respond to ex-parte renewal notices electronically when needed.</i> • <i>Update existing redetermination batch process to work in parallel with the new ex-parte renewal process and coordinate both processes.</i> <p><i>Additionally, a period of stabilization after system is live is needed to monitor and enhance the process based on monthly production performance.</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>The implementing vendor needs to implement the project within a very aggressive timeline in order to have features available to support DWSS once the Public Health Emergency ("PHE") expires on April 16th 2022 along with the waiver that currently allows auto renewal and non-downgrade of Medicaid benefits for all beneficiaries with some exceptions such as death or moving out of state. After that date, already strained division resources will need to add processing approximately 35K redetermination applications monthly.</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><u><i>Knowledge and Expertise:</i></u></p> <p><i>The proposed project scope pertains to modifying existing system components and leveraging existing technology and application platforms to support public assistance program needs.</i></p> <p><i>The system enhancements require a strong understanding of these components (AMPS, Inbox, Access Nevada, FileNet, Rules Engine and NOMADS). Deloitte Consulting LLP is the only vendor with the required experience, knowledge and skills in all these areas since they have worked with them over the past several years in DWSS and EITS environments and they were the vendor that designed and implemented the current system components and the integration points between them.</i></p> <p><i>Deloitte has expert knowledge of Nevada public assistance program policies and rules and how various DHHS divisions interact with each other to serve Nevadans and can implement this project with very little oversight and support.</i></p> <p><u><i>Risks and Quality:</i></u></p> <p><i>Increased risk to project quality.</i></p> <ul style="list-style-type: none"> • <i>Bugs in the implementation of the new features may impact the availability and performance of Access Nevada and AMPS if not implemented correctly.</i> • <i>Issues in Access Nevada could prevent citizens from using the system to perform key self-service activities such as applying for benefits, renewing benefits or reporting changes online.</i> • <i>Issues in AMPS Inbox could interrupt case worker productivity and their ability to process tasks on a timely basis.</i> • <i>Issues in Rules Engine, increased risks in the ability to provide continuous benefit issuance to DWSS's 1,321,476 (as of December 2021) recipients if eligibility rules are incorrectly modified.</i> <ul style="list-style-type: none"> ○ <i>865,922 Medicaid customers</i> ○ <i>439,595 SNAP customers</i> ○ <i>15,959 TANF customers</i> <p><i>Deloitte has demonstrated the ability to rollout 16 major change requests to AMPS and Access Nevada since 2010 with no interruption to the production environment.</i></p> <ul style="list-style-type: none"> • <i>Deloitte's team has prior experience integrating with these components successfully.</i> • <i>Deloitte is the vendor that implemented the self-service portal (Access Nevada) and the electronic communication engine, they are the most qualified vendor to make modifications to this system to implement DWSS new business needs</i> • <i>The Deloitte team built the current Rules Engine and has the in-depth knowledge of rules applications and program eligibility rules to modify the rules correctly to meet DWSS's business needs.</i>

Timeline and Funding:

- To address the concerns of PHE ending and the possible impact to individuals currently on Medicaid, the project must follow a strict timeline.

As a result of the COVID-19 pandemic DWSS's teams are stretched thin due to working on DWSS project implementations in response to the COVID-19 pandemic. This has put a strain on additional DWSS staff resources and has involved additional training to learn and become familiar with existing policies, business processes, systems, and interfaces.

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.			
	<p><i>Knowledge and understanding of AMPS, Inbox, Access Nevada, and NOMADS and how various sub-systems are integrated together is a key success factor in this project.</i></p> <p><i>DWSS's teams' current workload will not allow them to take on additional comprehensive project implementations or invest an extensive amount of time needed to onboard and familiarize new vendors with their existing systems, processes and business needs.</i></p> <p><i>As a result of the COVID-19 pandemic DWSS's teams are stretched thin due to working on DWSS project implementations in response to the COVID-19 pandemic.</i></p>			
	b. <u>If not</u> , why were alternatives not evaluated?			

Purchasing Use Only:

Approval #:

6	Has the agency purchased this service or commodity in the past? Check One:			Yes	No
					X
	<p>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>.</p>				
	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			
			\$		
			\$		
			\$		
			\$		
			\$		

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>Process inefficiencies and process lag due to the volume of renewal applications that will need to be manually processed at the end of the PHE.</i></p> <p><i>Service and access to care interruption due to cases being terminated, causing the individual to reapply.</i></p> <p><i>This is a complex integration project. The Deloitte team has the technical skillset and understanding of DWSS systems needed to be successful.</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>Since Deloitte has a deep functional and technical understanding of all the components impacted by this project it would not be cost effective for the state to use another vendor.</i></p>						
9	<table border="1"> <tr> <td data-bbox="233 802 1360 892"> <p>Will this purchase obligate the State to this vendor for future purchases? Check One:</p> </td> <td data-bbox="1360 802 1442 892">Yes</td> <td data-bbox="1442 802 1518 892">No</td> </tr> <tr> <td data-bbox="233 892 1360 1039"> <p><u><i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i></u></p> </td> <td data-bbox="1360 892 1442 1039">X</td> <td data-bbox="1442 892 1518 1039"></td> </tr> </table> <p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> <p><i>Deloitte Consulting's knowledge of our system(s) allows for them to develop and implement necessary changes within a shortened timeline. In the event a required system update or if additional funding becomes available, DWSS may request to have Deloitte assist with additional enhancements.</i></p>	<p>Will this purchase obligate the State to this vendor for future purchases? Check One:</p>	Yes	No	<p><u><i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i></u></p>	X	
<p>Will this purchase obligate the State to this vendor for future purchases? Check One:</p>	Yes	No					
<p><u><i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i></u></p>	X						

Purchasing Use Only:

Approval #:

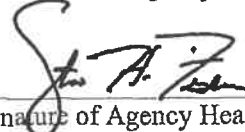
#20207 @

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.


Signature of Agency Representative Initiating Request

Lisa Swearingin
Print Name of Agency Representative Initiating Request

2.1.22
Date


Signature of Agency Head Authorizing Request

Steve H Fisher
Print Name of Agency Head Authorizing Request

02/01/2022

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.

**** TIN Approval memo must be included as an attachment**
Name of agency or entity who provided information or review:
in CETS** @

Representative Providing Review

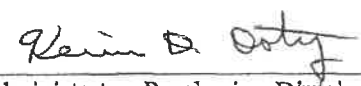
Print Name of Representative Providing Review

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

2/10/22
Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **24393**Amendment Number: **2**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Legal Entity Name: **DELOITTE CONSULTING, LLP**Agency Code: **407**Contractor Name: **DELOITTE CONSULTING, LLP**Appropriation Unit: **3228-47**Address: **4022 SELLS DR**Is budget authority available?: **Yes**City/State/Zip: **HERMITAGE, TN 37076-2903**

If "No" please explain: Not Applicable

Contact/Phone: **615/882-7158**Vendor No.: **T27024237A**NV Business ID: **NV20081436471**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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **407**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2021**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2022**Contract term: **1 year and 22 days**4. Type of contract: **Contract**Contract description: **P-EBT Benefits**

5. Purpose of contract:

This is the second amendment to the original contract which provides Pandemic-Electronic Benefit Transfer benefits to children who qualify for the National School Lunch Program. This amendment increases the maximum amount from \$4,856,967 to \$5,134,167 to extend post-production support services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,300,568.00	\$3,300,568.00	\$3,300,568.00	Yes - Action
a. Amendment 1:	\$1,556,399.00	\$1,556,399.00	\$1,556,399.00	Yes - Action
2. Amount of current amendment (#2):	\$277,200.00	\$277,200.00	\$277,200.00	Yes - Action
3. New maximum contract amount:	\$5,134,167.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Consolidated Appropriations Act provides states with the opportunity to provide P-EBT benefits to children who qualify for the National School Lunch Program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Staff does not possess the expertise required to perform this modification to the TANF system.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

Pursuant to RFP #40DHHS-S1537, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/26/2021 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:

Vendor under contract with multiple agencies. Currently under contract with DWSS and providing satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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	cbuscay	03/07/2022 12:42:40 PM
Division Approval	bberry	03/07/2022 15:16:51 PM
Department Approval	mchappel	03/07/2022 15:35:27 PM
Contract Manager Approval	mpomerle	03/07/2022 15:39:59 PM
EITS Approval	daxtel1	03/16/2022 09:10:55 AM

Budget Analyst Approval
BOE Agenda Approval

afrantz
myoun3

03/16/2022 10:54:38 AM
03/22/2022 09:30:23 AM



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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Robert Thompson, Administrator, DWSS
Brenda Berry, Chief Financial Officer, DWSS
Bart London, Chief IT Manager, DWSS
Sheri Gallucci, Program Specialist III, DWSS

CC: Tim Galluzi, Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
Sean Montierth, IT Chief, Computing, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, Business Process Analyst III, EITS, DOA

SUBJECT: TIN Completion Memo – DWSS – 223 – *PEBT 2021-2023* – BA3228 – Update-C

DATE: March 15, 2022

We have completed an updated review for the Division of Welfare and Supportive Services' (DWSS) – *PEBT 2021-2023*, TIN 223.

The State of Nevada's Division of Welfare and Supportive Services (DWSS) is requesting an additional \$3,265,200 in funding for the current biennium (100% USDA Federal Grant funding) to implement changes in the scope of work for the P-EBT project for School Year 21-22. The new scope includes:

"AMPS (DWSS's eligibility system)

- * Complete the development of the PEBT-case,
- * processing BAP Develop a P-EBT electronic casefile and storage system Develop P-EBT notices.

Access Nevada (DWSS's online application portal)

Make enhancements to Access Nevada so parents/primary guardians have the ability to upload documents.

1. Issue SY21-22 Summer P-EBT benefits. Please note that FNS has not released guidance on the Summer P-EBT Program for the SY21-22. DWSS anticipates that all FRL eligible children, which is approximately 390,000 children will be eligible for Summer P- EBT benefits.

2. Issue benefits to any students that may have been missed from the SY20-21 issuances:

*Students whose data was not processed due to incomplete addresses, guardian information, school codes, and FRL enrolment dates received from Nevada Department of Education (“NDE”). DWSS will work with NDE and Nevada Department of Agriculture (“NDA”) to collect the necessary data to make appropriate corrections.

*Students who may have been excluded initially will also be included in this data correction. DWSS will work with Nevada Department of Education (“NDE”) and Nevada Department of Agriculture (“NDA”) to collect the necessary student data.”

This request is in addition to the \$4,856,967.00 in funding requested in the 6/7/2021 Completion Memo (Update-B) that was in response to USDA’s memos issued on 11/16/2020 (Pandemic EBT – State Plans for School Year 2020-2021) and April 26, 2021 (Pandemic EBT – Summer 2021).

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 CONTRACT1. Contract Number: **25346**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4546-23**Is budget authority available?: **No**

If "No" please explain: WP C57956

Legal Entity Name: Cattoor Livestock Roundup, Inc.

Contractor Name: **Cattoor Livestock Roundup, Inc.**Address: **P.O. Box 289**City/State/Zip: **Nephi, UT 84648**

Contact/Phone: Sue Cattoor 801-361-3100

Vendor No.: T32011920

NV Business ID: NV20212282361

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 #: RFP #55AGR-S1744 tb

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 Applicable3. Termination Date: **02/07/2023**Contract term: **312 days**4. Type of contract: **Contract**Contract description: **Cattle Gather LV**

5. Purpose of contract:

This is a new contract to provide removal services for the stray and feral cattle population located in the McCullough Mountain and Highland Wilderness Ranges in southern Nevada.
This contract is contingent upon IFC approval of work program #C57956.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$188,100.00**

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 Bureau of Land Management (BLM) has determined that the stray/feral cattle are continuing to damage springs, vegetation and compete with native wild game species for water.

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 or equipment to gather or move these stray/feral cattle.

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):

Uhalde Livestock LLC
Cattoor Livestock Roundup Inc.
JY Livestock Gathering LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #55AGR-S1744, 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: 11/04/2021 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	btait	01/11/2022 14:35:01 PM
Division Approval	tdoucett	01/12/2022 13:46:36 PM
Department Approval	tdoucett	01/12/2022 13:46:38 PM
Contract Manager Approval	melli2	01/12/2022 13:52:42 PM
Budget Analyst Approval	laaron	03/07/2022 11:51:16 AM
BOE Agenda Approval	laaron	03/07/2022 11:51:18 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 CONTRACT1. Contract Number: **25632**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4103-40**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Taylor Studios, Inc.

Contractor Name: **Taylor Studios, Inc.**Address: **1320 Harmon Drive**City/State/Zip: **Rantoul, IL 61866**

Contact/Phone: Betty Brennan 217-893-4874

Vendor No.: T32012146

NV Business ID: NV20222400766

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 %	X	Fees	19.10 % License Plate
X Federal Funds	40.80 %	X	Bonds	40.10 %
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 Applicable3. Termination Date: **04/11/2026**Contract term: **4 years and 11 days**4. Type of contract: **Contract**Contract description: **Interpretive Display**

5. Purpose of contract:

This is a new contract to provide planning, content and design for interpretive displays for Lake Tahoe Nevada State Parks and Washoe Lake State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$220,980.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This project is part of the Lake Tahoe Environmental Improvement Program and will enhance recreation in the Tahoe Basin.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada State Parks does not have the expertise to complete 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):

Taylor Studios Inc
Pacific Studioss
Fallon Multimedia
CREO Industrial Arts

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #70CNR-S1694, 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: 09/29/2021 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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

State Purchasing is working with the vendor to register with the Secretary of the State's Office.

16. a. Is 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.

State Purchasing is working with the vendor.

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Jay Howard, CONSERVATION STAFF SPEC 2 Ph: 775-684-2740

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	03/17/2022 13:11:28 PM
Division Approval	kcopelan	03/17/2022 13:11:33 PM
Department Approval	kcopelan	03/17/2022 13:11:38 PM
Contract Manager Approval	kcopelan	03/17/2022 13:11:42 PM
Budget Analyst Approval	laaron	03/21/2022 10:30:05 AM
BOE Agenda Approval	laaron	03/21/2022 10:30:09 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25315**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: State Parks Cultural Arts Board

Contractor Name: **Super Summer Theatre**Address: **4340 Valley View Blvd
Suite 208**City/State/Zip: **Las Vegas, NV 89103**

Contact/Phone: Christy Miller 702-579-7529

Vendor No.: T27043703

NV Business ID: NV19801002537

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 % Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2024**Contract term: **2 years and 153 days**4. Type of contract: **Revenue Contract**Contract description: **Live Entertainment**

5. Purpose of contract:

This is a new revenue contract to provide family entertainment, educational, and live productions at the outdoor stage and special event facility located at Spring Mountain Ranch State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$395,750.88**

Other basis for payment: \$350 per performance, \$10 per vehicle

II. JUSTIFICATION

7. What conditions require that this work be done?

This vendor will provide quality family entertainment, educational, and live productions during the evenings within the unique outdoors cultural events theater at Spring Mountain Ranch State Park.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Parks staff does not have the expertise to provide this kind of event.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #70CNR-S1695, 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:

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:

Rick Keller, Park Supervisor Ph: 702.875.9174

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	02/28/2022 15:35:56 PM
Division Approval	kcopelan	02/28/2022 15:35:59 PM
Department Approval	kcopelan	02/28/2022 15:36:01 PM
Contract Manager Approval	kcopelan	02/28/2022 15:36:03 PM
Budget Analyst Approval	rjacob3	03/07/2022 15:19:26 PM
BOE Agenda Approval	laaron	03/10/2022 12:11:00 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 CONTRACT1. Contract Number: **22013**Amendment Number: **4**Agency Name: **DCNR - DIVISION OF WATER RESOURCES**Legal Entity Name: **Gannett Fleming, Inc.**Agency Code: **705**Contractor Name: **Gannett Fleming, Inc.**Appropriation Unit: **4171-15**Address: **585 W. 500 S.**Is budget authority available?: **Yes****Suite 250**City/State/Zip: **Bountiful, UT 84010**

If "No" please explain: Not Applicable

Contact/Phone: **Gregory Richards 717-827-7207**Vendor No.: **T32009199A**NV Business ID: **NV19931034047**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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/09/2019**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **07/01/2023**

Termination Date:

Contract term: **3 years and 358 days**4. Type of contract: **Contract**Contract description: **South Fork Eng Svcs**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides professional engineering services for the safe management of South Fork Dam. This amendment increases the maximum amount from \$556,601 to \$855,192 due to the construction and observation of the toe drain and relief well rehabilitation project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$90,000.00	\$90,000.00	\$90,000.00	Yes - Action
a. Amendment 1:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
b. Amendment 2:	\$424,341.00	\$424,341.00	\$449,341.00	Yes - Action
c. Amendment 3:	\$17,260.00	\$17,260.00	\$17,260.00	Yes - Info
2. Amount of current amendment (#4):	\$298,591.00	\$298,591.00	\$315,851.00	Yes - Action
3. New maximum contract amount:	\$855,192.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

All dams are inspected by a third party engineer to ensure the safety of the structure, but the South Fork Dam has never been inspected by a third party / outside entity.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Water Resources (NDWR) has been conducting inspections over the last 30 years; however, it is standard practice to have an outside entity perform a visual inspection and conduct a comprehensive review every 5 years. NDWR does not have adequate time, staff ability, or expertise necessary to conduct this comprehensive 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?

Vendor was chosen based on committee proposal review using pre-determined evaluation criteria. This vendor received the highest average score from the review committee.

d. Last bid date: 03/07/2019 Anticipated re-bid date: 03/07/2023

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:

Yes, the Division of Water Resources has been engaged with this contractor since 2019. The service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sweb4	03/02/2022 08:29:26 AM
Division Approval	sweb4	03/02/2022 08:29:30 AM
Department Approval	kwilliam	03/02/2022 08:45:36 AM

Contract Manager Approval	sweb4
Budget Analyst Approval	rjacob3
BOE Agenda Approval	laaron

03/02/2022 08:50:11 AM
03/17/2022 11:26:32 AM
03/21/2022 16:26:50 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25588**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4195-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Pershing County**Contractor Name: **Pershing County**Address: **400 Main Street**City/State/Zip: **Lovelock, NV 89419**Contact/Phone: **775-273-2342**

Vendor No.:

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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: **NDF21-037**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2021**Anticipated BOE meeting date **04/2022**Retroactive? **Yes**

If "Yes", please explain

NDF and Pershing County have been in negotiation for continued participation in the Wildland Fire Protection Program for several months. It has always been the intention of both parties for this agreement to be effective on July 1, 2021 as the current contract for this service expires on June 30, 2021. A delay in getting this agreement signed prevented NDF from meeting the BOE deadline for the June meeting.

3. Termination Date: **06/30/2023**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **WFPP Pershing**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide services under the Wildland Fire Protection Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$262,128.00**

Payment for services will be made at the rate of \$32,766.00 per Quarter

Other basis for payment: Payment in advance quarterly on the first of each quarter, starting July 1 of each fiscal year.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Forestry and Pershing County will work closely together to maintain effective wildfire management to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract to the Division of Forestry. State employees will be utilized to perform work for which the county will make payment to the Division.

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:

Ron Bollier, State Fire Program Manager Ph: 775-684-2556

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dchelin1	02/16/2022 10:51:09 AM
Division Approval	dsorensen	02/16/2022 11:08:33 AM
Department Approval	dchelin1	02/16/2022 12:41:18 PM
Contract Manager Approval	dchelin1	02/16/2022 12:41:21 PM
Budget Analyst Approval	rjacob3	03/08/2022 09:04:36 AM
BOE Agenda Approval	laaron	03/10/2022 11:59:38 AM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY
2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2570

MEMORANDUM

DATE: February 10, 2022

TO: Richard Jacobs, Executive Branch Budget Officer
Governor's Finance Office

FROM: Kacey KC, State Forester

A handwritten signature in blue ink, appearing to read "Kacey KC", is written over the name.

RE: Request for Retroactive start date approval for WFPP Contract with Pershing County, CETS #25588

This memorandum requests that the above referenced Nevada Division of Forestry (NDF) contract be approved with a retroactive effective date of July 1, 2021. It is of critical importance that the Division implements this revenue contract in order to continue to procure resources that will provide protection of life and property for the citizens of this State.

NDF and Pershing have been in negotiation for continued participation in the Wildland Fire Protection Program for several months. It has always been the intention of both parties for this agreement to be effective on July 1, 2021 as the current contract for this service expires on June 30, 2021. A delay in getting this agreement signed prevented NDF from meeting the Board of Examiners' deadline for the June meeting.

Thank you for your consideration of this request. Should you have any questions, or require additional information, please do not hesitate to contact me at 775.684.2501.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25631**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3187-75**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Terraphase Engineering, Inc.

Contractor Name: **Terraphase Engineering, Inc.**Address: **6774 S. McCarran Blvd. Suite 101**City/State/Zip: **Reno, NV 89509**

Contact/Phone: Mark Gookin 775-234-2459

Vendor No.: T27042197

NV Business ID: NV20181232189

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 % Mitigation

Agency Reference #: RFP70CNR-S1771 / DEP22-022

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/09/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/08/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Abandoned Mine Land**

5. Purpose of contract:

This is a new contract to provide ongoing support services for the Abandoned Mine Land Program at the Anaconda Copper Mine Site by conducting a specific review and assessment of clean-up activities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,400,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To provide technical reviews, content verification and comments to the State on required reports generated by the company responsible for the environmental cleanup.

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 have the staffing capacity, technical expertise, or resources to fulfill this work.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

McGinley and Associates
OGI Environmental
Robinson Engineering Co.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3518, 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: 11/15/2021 Anticipated re-bid date: 11/14/2025

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 contractor provides ongoing satisfactory contract services for the Nevada Division of Environmental Protection, Bureau of Corrective Actions under two current contracts.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	sgenzler	02/24/2022 14:31:49 PM
Division Approval	jcollin5	02/28/2022 08:02:04 AM
Department Approval	jcollin5	02/28/2022 08:02:07 AM
Contract Manager Approval	kvalde1	02/28/2022 08:04:28 AM
Budget Analyst Approval	rjacob3	03/10/2022 15:07:45 PM
BOE Agenda Approval	laaron	03/14/2022 14:49:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **23225**Amendment Number: **3**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Legal Entity Name: **WINDSOR SOLUTIONS, INC.**Agency Code: **709**Contractor Name: **WINDSOR SOLUTIONS, INC.**Appropriation Unit: **3187-10**Address: **4386 S. MACADAM AVE.**Is budget authority available?: **No****SUITE 101**City/State/Zip: **PORTLAND, OR 97239-6432**

If "No" please explain: Budget Authority will be available upon April IFC approval of WP #C57950

Contact/Phone: **Craig Austin 503-675-7833**Vendor No.: **T27010424**NV Business ID: **NV20111356993**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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP21-001**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2020**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **EN Tech Support**

5. Purpose of contract:

This is the third amendment to the original contract which provides information technology system services to participate in the U.S. Environmental Protection Agency Environmental Information Exchange Network. This amendment increases the maximum amount from \$1,130,000 to \$1,430,000 due to the development of a recycling database.

This contract is contingent upon IFC approval of work program #C57950.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$350,000.00	\$350,000.00	\$350,000.00	Yes - Action
a. Amendment 1:	\$450,000.00	\$450,000.00	\$450,000.00	Yes - Action
b. Amendment 2:	\$330,000.00	\$330,000.00	\$330,000.00	Yes - Action
2. Amount of current amendment (#3):	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
3. New maximum contract amount:	\$1,430,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Annually, since FY 2002 the Federal Government (Environmental Protection Agency) provides States with the opportunity to participate in the Exchange Network Grant Solicitation program. The Grant Program provides funding for States to establish IT systems to allow the required regulatory data to be submitted electronically to the Federal Government. The Federal EPA has been steadily moving away from paper submission of regulatory data, and is increasingly requiring States to submit data electronically. The Federal EPA is regularly changing business rules, the amount of data required, the submission elements required and other aspects of regulatory data for the States. The new contract will be used to keep up with changing IT technologies, modernize old systems as necessary, and adapt to regulatory changes by the Federal Government.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The work is highly specialized, in most cases new IT systems are required to be built using Federal Grant money by a team of contract developers. Current IT staffing levels do not allow for the size, complexity and specialized work required to submit regulatory data in a timely manner.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only vendor that submitted a proposal

d. Last bid date: 05/08/2020 Anticipated re-bid date: 05/01/2024

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:

The contractor has provided services to NDEP since 2002, and the quality of service was greater than satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sgenzler	03/07/2022 08:43:14 AM
Division Approval	dwinkelm	03/07/2022 15:34:01 PM
Department Approval	dwinkelm	03/07/2022 15:35:01 PM
Contract Manager Approval	ssimpso2	03/07/2022 15:42:35 PM
EITS Approval	tgalluzi	03/16/2022 11:05:46 AM
Budget Analyst Approval	rjacob3	03/17/2022 11:19:40 AM
BOE Agenda Approval	laaron	03/21/2022 16:26:05 PM



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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Stephanie Simpson, Management Analyst III, NDEP
Kevin Weiss, Information Technology Manager, NDEP
Greg Lovato, Administrator, NDEP

CC: Alan Cunningham, State CIO, EITS, DOA
Tim Galluzi, Administrator, EITS, DOA

FROM: David Axtell, Chief Enterprise Architect, EITS, DOA

SUBJECT: TIN Completion Memo – NDEP - 227 - Environmental Information
Exchange Network - Windsor Contract – BA3173 TIN227

DATE: February 3, 2021

We have completed the review of *NDEP's – Environmental Information Exchange Network - Windsor Contract* – TIN-227.

The submitted TIN, for an estimated cost of \$200,000 in this biennium and \$620,000 in the next biennium (90% Federal ECOS Grant / 10% State Fees) to continue the existing contract to build and implement IT systems related to the electronic submission of environmental data to the U.S. Environmental Protection Agency. This effort is critical to keep up with changing technologies and adapt to regulatory changes by the Federal Government.

There are no expected impacts to EITS' Server or Network infrastructure.

It is expected that this solution will continue to follow all state security standards and policies.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify EITS as soon as possible.

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 CONTRACT1. Contract Number: **22861**Amendment Number: **1**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Legal Entity Name: **Yerington Paiute Tribe Administrative Office**Agency Code: **709**Contractor Name: **Yerington Paiute Tribe Administrative Office**Appropriation Unit: **3187-75**Address: **171 Campbell Lane**Is budget authority available?: **Yes**City/State/Zip: **Yerington, NV 89447**

If "No" please explain: Not Applicable

Contact/Phone: **Elwood Emm, Tribal Chairman 775-783-0200**Vendor No.: **T80981952**NV Business ID: **Governmental Entity**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 %	X Other funding	100.00 % Mitigation

Agency Reference #: **DEP20-032**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/10/2020**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **03/09/2024**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Yerington Paiute Tr.**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement which provides technical support and tribal monitoring services for the interpretation of reports, studies or related decisions and field activities at the Anaconda Copper Mine Site. This amendment increases the maximum amount from \$100,000 to \$200,000 due to an increased need for tribal support and monitoring services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
2. Amount of current amendment (#1):	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
3. New maximum contract amount:	\$200,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Terms of the Anaconda Copper Mine Site Interim Administrative Settlement Agreement and Order On Consent stipulate the NDEP provide the Yerington Paiute Tribe funding for approved independent technical support and tribal monitor services at the Site.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDEP staff does not have the ability to provide independent technical support and tribal monitor services to the Tribe.

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:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sgezler	02/08/2022 12:29:02 PM
Division Approval	jcollin5	02/08/2022 16:01:57 PM
Department Approval	jcollin5	02/08/2022 16:02:02 PM
Contract Manager Approval	kvalde1	02/08/2022 16:06:03 PM
Budget Analyst Approval	rjacob3	03/11/2022 07:05:57 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: **22246** Amendment Number: **2**

Agency Name: **DEPARTMENT OF MOTOR VEHICLES** Legal Entity Name: **Explore Information Services, LLC**

Agency Code: **810** Contractor Name: **Explore Information Services, LLC**

Appropriation Unit: **4717-26** Address: **2750 BLUE WATER R STE 200**

Is budget authority available?: **Yes** City/State/Zip: **Eagan, MN 55121**

If "No" please explain: Not Applicable Contact/Phone: **John Christenson 651-405-4268**

Vendor No.: **T32008341**

NV Business ID: **NV20021140479**

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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	66.70 %	Bonds	0.00 %
X Highway Funds	33.30 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/10/2019**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **12/26/2022**

Termination Date:

Contract term: **3 years and 108 days**4. Type of contract: **Contract**Contract description: **IRP IFTA System**

5. Purpose of contract:

This is the second amendment to the original contract which provides custom programming for the commercial motor vehicles International Registration Plan system. This amendment increases the maximum amount from \$1,503,750 to \$1,642,650 due to the need for programming changes.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	Yes - Action
a. Amendment 1:	\$303,750.00	\$303,750.00	\$303,750.00	Yes - Action
2. Amount of current amendment (#2):	\$138,900.00	\$138,900.00	\$138,900.00	Yes - Action
3. New maximum contract amount:	\$1,642,650.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) requires all states to participate in International Registration Program (IRP) to establish, maintain or enforce commercial motor vehicle registration law, regulation or agreement that limits the operation in that State of a commercial motor vehicle that is not registered under the laws of the State, if the vehicle is registered under the laws of a State participating in the Plan (� 31704. Vehicle Registration); and International Fuel Tax Agreement (IFTA) to maintain compliance with the IFTA Articles of Agreement, Procedure Manual, Audit Manual and the Clearinghouse information exchange protocols and procedures.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

None have the knowledge or resources to perform the duties needed

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 #: 190501

Approval Date: 05/03/2019

- 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?

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	pgra1	02/17/2022 13:21:48 PM
Division Approval	asmit3	02/18/2022 10:11:07 AM
Department Approval	asmit3	02/18/2022 10:11:12 AM
Contract Manager Approval	bjobe	02/18/2022 10:17:28 AM
EITS Approval	daxtel1	03/08/2022 01:25:39 AM
Budget Analyst Approval	nkephart	03/14/2022 14:40:45 PM
BOE Agenda Approval	jrodrig9	03/22/2022 10:09:26 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25335**

Agency Name:	DETR - EMPLOYMENT SECURITY	Legal Entity Name:	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO
Agency Code:	902	Contractor Name:	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO
Appropriation Unit:	4770-11	Address:	COLLEGE OF SOUTHERN NEVADA 3200 E CHEYENNE AVE
Is budget authority available?:	Yes	City/State/Zip	NORTH LAS VEGAS, NV 89030
If "No" please explain:	Not Applicable	Contact/Phone:	702/651-4344
		Vendor No.:	D35000800
		NV Business ID:	Governmental Entity

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **APPRENTICE**

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

Funding for the Apprenticeship Programs was previously awarded to GOWINN. In December 2021, GOWINN informed DETR/WISS they would not be able to work with the programs due to recent changes during the 2021 Legislative Session. The January 1, 2022 start date provides support for the training program at the community colleges during the Spring 2022 semester.

3. Termination Date: **06/30/2022**Contract term: **179 days**4. Type of contract: **Interlocal Agreement**Contract description: **PY21-GR-CSN-APPREN**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing registered apprenticeship programs to train eligible participants in registered trades.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

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?

Apprenticeship programs are a requirement under the Department of Labor - Workforce Innovation and Opportunity Act (WIOA) of 2014. During the 2011 the Nevada Legislature session the source of funding for the Apprenticeship Program was moved from the Department of Education to DETR in the Governor's budget.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not employ staff who are qualified to operate an apprenticeship 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: **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	jmarhevk	03/08/2022 13:46:53 PM
Division Approval	jmarhevk	03/08/2022 13:46:56 PM
Department Approval	jmarhevk	03/08/2022 13:46:58 PM
Contract Manager Approval	llarki1	03/08/2022 13:47:55 PM
Budget Analyst Approval	vfajota	03/17/2022 09:38:54 AM
BOE Agenda Approval	dlenzner	03/21/2022 16:53:54 PM
BOE Final Approval	Pending	

**EMPLOYMENT SECURITY
DIVISION**

Workforce Investment
Support Services



STEVE SISOLAK
Governor

ELISA CAFFERATA
Director

LYNDA PARVEN
ESD Administrator

MEMORANDUM

Date: February 18, 2022

To: Venus B. Fajota, Executive Branch Budget Officer
Department of Administration

From: Elisa Cafferata, Director, Department of Employment, Training and Rehabilitation

Subject: Governor's Reserve Funds, Apprenticeship Contract, Program Year 2021

The Department of Employment Training and Rehabilitation (DETR), Employment Security Division (ESD), Workforce Investment Support Services (WISS) respectfully requests approval of the attached contract with **College of Southern Nevada**, retroactive to January 1, 2022, for its contract for Governor's Reserve Apprenticeship Program funding (PY21-GR-CSN-APPREN) with **College of Southern Nevada**.

The original funding for Apprenticeship programs was awarded to the Governor's Office on Workforce Innovation for a New Nevada (GOWINN). In December, GOWINN informed DETR/Workforce Investment Support Services (WISS) they would not be able to work with the Apprenticeship programs due to recent legislation changes. Necessary documentation could not be obtained from the colleges for completion of the contracts in time to meet the BOE deadline. To provide the college(s) with the full contractual time frame of six (6) months (January 1 – June 30, 2022), we (DETR/WISS) are requesting a retroactive begin date of January 1, 2022, which will allow students enrolled in the programs to enjoy the full benefits of the funding being provided in support of the Apprenticeship programs.

Necessary documentation from the college(s) for completion of contracts could not be received in time to meet the February BOE deadline of **January 4, 2022**.

Thank you for your consideration of this request.

Lindsay Thompson
DETR Contract Manager

Attachments: Memorandum from GOWINN to DETR Financial Officers

[SUBJECT]

[DATE]

Page 2 of 2

DETR Financial Management, Approved by:

DocuSigned by:

02855722808242D

Elisa Cafferata, Director, DETR

Date: 2/24/2022

MEMORANDUM

Date: December 14, 2021

To: Joshua Marhevka, Department of Employment, Training & Rehabilitation (DETR) Chief Financial Officer
Kristine Nelson, DETR Deputy Chief Financial Officer

From: Isla Young, Governor's Office of Workforce Innovation (GOWINN), Executive Director

CC: Elisa Cafferata, DETR Director
Jenny Casselman, DETR Deputy Director

Subject: WIOA/GOVRES SFY22 & SFY23 G-CCAP Funding Allocation for Community Colleges Contracts

Due to the anticipated February 2022 approval date for the Governor's Office of Workforce Innovation (GOWINN) to receive authority for the WIOA/GOVRES G-CCAP funds of \$400,000 for the community college apprenticeship funds and in order to remain good stewards of the funding, GOWINN is very concerned that it will not be able to have Interlocal Contracts approved by the Board of Examiners, and the colleges would not be able to have the time and ability to expense the funds prior to June 30, 2022.

The colleges that normally receives this funding are:

- Western Nevada College (WNC);
- Truckee Meadows Community College (TMCC); and,
- College of Southern Nevada (CSN)

In the interests of the colleges receiving the funds in a more timely manner, GOWINN respectfully requests that DETR contracts with the colleges directly instead, as DETR already has authority of the funding and can finalize the contracts with the colleges sooner.

GOWINN works closely with each of the colleges and on numerous projects and GOWINN values the colleges' time, commitment and trust. With the Governor's Finance Office (GFO) pushing the authority for G-CCAP back until at least February 2022 and with the funds expiring in June 2022, it would leave an unreasonable amount of time for the work to be completed and put the colleges in a precarious situation with an unrealistic expectation they can perform accordingly and expense the funds within the short time-frame. In addition, GOWINN does not want to jeopardize our existing relationships with the community colleges by putting them in the situation where they may be unable to successfully complete all performance outcomes.

GOWINN greatly appreciates the G-CCAP funding and being able to assist in the past with contracting with the colleges to expend these funds. However, at this time, GOWINN wants to ensure it does what is best for the state and its partners.

In addition, due to the Interim Finance Committee's expressed desire (at December 2021 IFC Meeting) that GOWINN does not serve in the traditional apprenticeship space, which the G-CCAP contracts provide through the community colleges to support apprentices in the trade programs, GOWINN requests for DETR to also retain the SFY23 G-CCAP funding allocation.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25337**

Agency Name:	DETR - EMPLOYMENT SECURITY	Legal Entity Name:	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO TRUCKEE
Agency Code:	902	Contractor Name:	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO TRUCKEE
Appropriation Unit:	4770-11	Address:	MEADOWS COMMUNITY COLLEGE 7000 DANDINI BLVD
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89512-3999
If "No" please explain:	Not Applicable	Contact/Phone:	775/673-7155
		Vendor No.:	D35000812
		NV Business ID:	Governmental Entity

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **Apprentices**

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

Funding for the Apprenticeship Programs was previously awarded to GOWINN. In December 2021, GOWINN informed DETR/WISS they would not be able to work with the programs due to recent changes during the 2021 Legislative Session. The January 1, 2022 start date provides support for the training program at the community colleges during the Spring 2022 semester.

3. Termination Date: **06/30/2022**Contract term: **179 days**4. Type of contract: **Interlocal Agreement**Contract description: **PY21-GR-TMCC-APPREN**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing registered apprenticeship programs to train eligible participants in registered trades.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00**

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?

Apprenticeship programs are a requirement under the Department of Labor - Workforce Innovation and Opportunity Act (WIOA) of 2014. During the 2011 the Nevada Legislature session the source of funding for the Apprenticeship Program was moved from the Department of Education to DETR in the Governor's budget.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division does not employ staff who are qualified to operate an apprenticeship 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: **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	cedlefse	02/24/2022 09:38:54 AM
Division Approval	cedlefse	02/24/2022 09:38:57 AM
Department Approval	cedlefse	02/24/2022 09:39:36 AM
Contract Manager Approval	llarki1	03/08/2022 13:40:17 PM
Budget Analyst Approval	vfajota	03/17/2022 09:40:15 AM
BOE Agenda Approval	dlenzner	03/21/2022 17:09:42 PM
BOE Final Approval	Pending	

**EMPLOYMENT SECURITY
DIVISION**

Workforce Investment
Support Services



STEVE SISOLAK
Governor

ELISA CAFFERATA
Director

LYNDA PARVEN
ESD Administrator

MEMORANDUM

Date: February 18, 2022

To: Venus B. Fajota, Executive Branch Budget Officer
Department of Administration

From: Elisa Cafferata, Director, Department of Employment, Training and Rehabilitation

Subject: Governor's Reserve Funds, Apprenticeship Contract, Program Year 2021

The Department of Employment Training and Rehabilitation (DETR), Employment Security Division (ESD), Workforce Investment Support Services (WISS) respectfully requests approval of the attached contract with **Truckee Meadows Community College**, retroactive to January 1, 2022, for its contract for Governor's Reserve Apprenticeship Program funding (**PY21-GR-TMCC-APPREN**) with **Truckee Meadows Community College**.

The original funding for Apprenticeship programs was awarded to the Governor's Office on Workforce Innovation for a New Nevada (GOWINN). In December, GOWINN informed DETR/Workforce Investment Support Services (WISS) they would not be able to work with the Apprenticeship programs due to recent legislation changes. Necessary documentation could not be obtained from the colleges for completion of the contracts in time to meet the BOE deadline. To provide the college(s) with the full contractual time frame of six (6) months (January 1 – June 30, 2022), we (DETR/WISS) are requesting a retroactive begin date of January 1, 2022, which will allow students enrolled in the programs to enjoy the full benefits of the funding being provided in support of the Apprenticeship programs.

Necessary documentation from the college(s) for completion of contracts could not be received in time to meet the February BOE deadline of **January 4, 2022**.

Thank you for your consideration of this request.

Lindsay Thompson
DETR Contract Manager

Attachments: Memorandum from GOWINN to DETR Financial Officers


[SUBJECT]

[DATE]

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DETR Financial Management, Approved by:

DocuSigned by:



02655722806242D

Elisa Cafferata, Director, DETR

Date: 2/24/2022

MEMORANDUM

Date: December 14, 2021

To: Joshua Marhevka, Department of Employment, Training & Rehabilitation (DETR) Chief Financial Officer
Kristine Nelson, DETR Deputy Chief Financial Officer

From: Isla Young, Governor's Office of Workforce Innovation (GOWINN), Executive Director

CC: Elisa Cafferata, DETR Director
Jenny Casselman, DETR Deputy Director

Subject: WIOA/GOVRES SFY22 & SFY23 G-CCAP Funding Allocation for Community Colleges Contracts

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The colleges that normally receives this funding are:

- Western Nevada College (WNC);
- Truckee Meadows Community College (TMCC); and,
- College of Southern Nevada (CSN)

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GOWINN works closely with each of the colleges and on numerous projects and GOWINN values the colleges' time, commitment and trust. With the Governor's Finance Office (GFO) pushing the authority for G-CCAP back until at least February 2022 and with the funds expiring in June 2022, it would leave an unreasonable amount of time for the work to be completed and put the colleges in a precarious situation with an unrealistic expectation they can perform accordingly and expense the funds within the short time-frame. In addition, GOWINN does not want to jeopardize our existing relationships with the community colleges by putting them in the situation where they may be unable to successfully complete all performance outcomes.

GOWINN greatly appreciates the G-CCAP funding and being able to assist in the past with contracting with the colleges to expend these funds. However, at this time, GOWINN wants to ensure it does what is best for the state and its partners.

In addition, due to the Interim Finance Committee's expressed desire (at December 2021 IFC Meeting) that GOWINN does not serve in the traditional apprenticeship space, which the G-CCAP contracts provide through the community colleges to support apprentices in the trade programs, GOWINN requests for DETR to also retain the SFY23 G-CCAP funding allocation.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25557**Agency Name: **PUBLIC EMPLOYEES' BENEFITS PROGRAM**Agency Code: **950**Appropriation Unit: **1338-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: The SEGAL COMPANY (WESTERN STATES), INC.

Contractor Name: **The SEGAL COMPANY (WESTERN STATES), INC.**Address: **500 N. BRAND BLVD SUITE 1400**City/State/Zip: **GLENDALE, CA 91203**

Contact/Phone: RICHARD WARD 818/956-6714

Vendor No.: T81090934A

NV Business ID: NV19801000696

To what State Fiscal Year(s) will the contract be charged? **2022-2027**

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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % State Subsidy and Participant Premiums

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 Applicable3. Termination Date: **06/30/2027**Contract term: **5 years and 91 days**4. Type of contract: **Contract**Contract description: **Actuarial Consultant**

5. Purpose of contract:

This is a new contract to provide ongoing actuarial consulting services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,940,000.00**

Other basis for payment: Attachment DD - Fee Schedule

II. JUSTIFICATION

7. What conditions require that this work be done?

The Public Employees' Benefits Program requires the services of an actuary consultant.

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 advise on a plan the size and scope of PEBP.

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 95PEBP-S1797, 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	ceaton	02/09/2022 11:26:52 AM
Division Approval	ceaton	02/09/2022 11:26:55 AM
Department Approval	ceaton	02/09/2022 11:26:57 AM
Contract Manager Approval	ceaton	02/11/2022 09:01:42 AM
Budget Analyst Approval	hfield	03/22/2022 12:13:23 PM
BOE Agenda Approval	hfield	03/22/2022 12:13:29 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: **25155** Amendment Number: **1**

Legal Entity Name: **UMR, Inc.**

Agency Name: **PUBLIC EMPLOYEES' BENEFITS PROGRAM** Contractor Name: **UMR, Inc.**

Agency Code: **950** Address: **2720 N Tenaya Way**

Appropriation Unit: **1338 - All Categories** City/State/Zip: **Las Vegas, NV 89128**

Is budget authority available?: **Yes** Contact/Phone: **Nathan Maier 702-304-6907**

If "No" please explain: **Not Applicable** Vendor No.: **T29044777**

NV Business ID: **NV29044777**

To what State Fiscal Year(s) will the contract be charged? **2022-2028**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Premium and Subsidy Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2021**

Anticipated BOE meeting date **04/2022**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2028**

Termination Date:

Contract term: **6 years and 199 days**

4. Type of contract: **Contract**

Contract description: **TPA/OtherServices**

5. Purpose of contract:

This is the first amendment to the original contract which provides third-party administration services. This amendment increases the maximum amount from \$62,789,120 to \$65,413,106 due to the addition of retroactive clinical reviews and claims payment services for 1 year after the contract terminates.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$62,789,120.00	\$62,789,120.00	\$62,789,120.00	Yes - Action
2. Amount of current amendment (#1):	\$2,623,986.00	\$2,623,986.00	\$2,623,986.00	Yes - Action
3. New maximum contract amount:	\$65,413,106.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Public Employees' Benefits Program requires a Third Party Administrator to administer and manage the healthcare benefits program for PEBPs self-funded medical, dental and vision PPO plans.

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 services 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. RFP#95PEBP-S1579; RFP#95PEBP-S1658; RFP#95PEBP-S1671.

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	02/23/2022 21:48:54 PM
Division Approval	ceaton	02/23/2022 21:50:32 PM
Department Approval	ceaton	02/23/2022 21:50:41 PM
Contract Manager Approval	ceaton	02/23/2022 21:50:45 PM
Budget Analyst Approval	hfield	03/18/2022 11:12:07 AM
BOE Agenda Approval	hfield	03/18/2022 11:12:15 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25607**

Agency Name:	PUBLIC EMPLOYEES' BENEFITS PROGRAM	Legal Entity Name:	UNITEDHEALTHCARE INSURANCE COMPANY
Agency Code:	950	Contractor Name:	UNITEDHEALTHCARE INSURANCE COMPANY
Appropriation Unit:	1338 - All Categories	Address:	185 Asylum Street
Is budget authority available?:	Yes	City/State/Zip	Hartford, CT 06103
If "No" please explain:	Not Applicable	Contact/Phone:	NATHAN MAIER 702/304-6907
		Vendor No.:	T27014148B
		NV Business ID:	NV20181928491

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 % State Subsidy and Participant Premium

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 Applicable3. Termination Date: **06/30/2026**Contract term: **4 years and 91 days**4. Type of contract: **Contract**Contract description: **Basic Life Insurance**

5. Purpose of contract:

This is a new contract to provide ongoing basic life insurance services for participants.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,824,248.00**

Other basis for payment: Attachment DD - Fee Schedule

II. JUSTIFICATION

7. What conditions require that this work be done?

Basic life insurance for active and retired PEBP participants are part of the State's core benefit package.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State of Nevada is not licensed as a life insurance provider.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 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	02/14/2022 15:35:26 PM
Division Approval	ceaton	02/14/2022 15:35:31 PM
Department Approval	ceaton	02/14/2022 15:35:34 PM
Contract Manager Approval	ceaton	02/14/2022 15:35:37 PM
Budget Analyst Approval	hfield	03/15/2022 15:31:40 PM
BOE Agenda Approval	hfield	03/15/2022 15:31:44 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 CONTRACT1. Contract Number: **25815**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	MARQUIS AURBACH, CHTD.
Agency Code:	BDC	Contractor Name:	MARQUIS AURBACH, CHTD.
Appropriation Unit:	B011 - All Categories	Address:	10001 PARK RUN DRIVE
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89117
If "No" please explain:	Not Applicable	Contact/Phone:	JACK JUAN 702-382-0711
		Vendor No.:	
		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 %	X	Fees	100.00 % Licensure
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2024**Contract term: **2 years and 61 days**4. Type of contract: **Contract**Contract description: **Legal**

5. Purpose of contract:

This is a new contract to provide advice on disciplinary complaints and proceedings, matters affecting members of the general public and amendments to regulation and legislation processes.

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 \$225.00 per hour for attorney

Other basis for payment: \$125.00 per hour for Paralegal staff

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires legal representation as needed and requested to carry out the duties set forth in NRS 624.115

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Ongoing litigation and contractors expertise in field.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. 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 was contracted by the Department of Corrections and has been contracted by this Board.

14. Is the contractor currently involved in litigation with the State 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

CHTD.

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dlumbert	03/16/2022 13:16:27 PM
Division Approval	dlumbert	03/16/2022 13:16:33 PM
Department Approval	dlumbert	03/16/2022 13:16:39 PM
Contract Manager Approval	dlumbert	03/16/2022 13:28:43 PM
Budget Analyst Approval	hfield	03/18/2022 16:00:01 PM
BOE Agenda Approval	hfield	03/18/2022 16:00:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25783**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	The Ferraro Group
Agency Code:	BDC	Contractor Name:	The Ferraro Group
Appropriation Unit:	B011 - All Categories	Address:	165 W. Liberty St, Suite 210
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89501
If "No" please explain:	Not Applicable	Contact/Phone:	Greg Ferraro 775-331-4555
		Vendor No.:	T27023338A
		NV Business ID:	NV20041598724

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	100.00 % Licensure
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2025**Contract term: **3 years and 61 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide lobbyist services and public outreach to train and inform community partnerships.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$288,000.00**

Payment for services will be made at the rate of \$12,000.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

To ensure the Board's interest are adequately represented and addressed in a consistent manner.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Board staff does not possess the required legal, regulatory and legislative experience required to perform the 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):

Griffin Company
 R&R Partners
 The Ferraro Group
 McDonald Carano Wilson LLP

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only Vendor to Respond

d. Last bid date: 01/24/2022 Anticipated re-bid date: 03/01/2024

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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada State Contractors Board and the Governor's Office of Economic Development

14. Is the contractor currently involved in litigation with the State 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

LTD

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dlumbert	03/11/2022 12:18:02 PM
Division Approval	dlumbert	03/11/2022 12:18:05 PM
Department Approval	dlumbert	03/11/2022 12:18:10 PM
Contract Manager Approval	dlumbert	03/11/2022 12:18:15 PM
Budget Analyst Approval	hfield	03/15/2022 10:27:39 AM
BOE Agenda Approval	hfield	03/15/2022 10:27:43 AM
BOE Final Approval	Pending	

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	AMCE PHYSICIANS GROUP	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing general medicine and mental health services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25601		
2.		VARIOUS STATE AGENCIES	AVANTPAGE, INC.	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via remote over-the-phone and over-video-remote services.				
		Term of Contract:	Upon Approval - 03/31/2026	Contract # 25717		
3.		VARIOUS STATE AGENCIES	CAPABILITY HEALTH & HUMAN SERVICES	OTHER: VARIOUS AGENCIES	\$500,000	Exempt
	Contract Description:	This is a new contract to provide ongoing labor services such as printing, culinary staffing, cleaning, document imaging, and packaging and assembly.				
		Term of Contract:	Upon Approval - 04/30/2026	Contract # 25605		
4.		VARIOUS STATE AGENCIES	DR. SARA MARCHON, PLLC	OTHER: VARIOUS AGENCIES	\$5,100,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, early intervention, mental health, counseling, social worker, and substance abuse counseling.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25688		
5.		VARIOUS STATE AGENCIES	ELEVATING TO NEW HEIGHTS, LLC	OTHER: VARIOUS AGENCIES	\$6,800,000	
	Contract Description:	This is a new contract to provide ongoing services for speech pathology, therapy and counseling, behavioral support, case management, counseling, marriage and family therapy, mental health, rehabilitation, and social worker.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25690		
6.		VARIOUS STATE AGENCIES	ELITE HEALTH	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 governmental entities.				
		Term of Contract:	Upon Approval - 12/31/2024	Contract # 25742		
7.		VARIOUS STATE AGENCIES	ELITE HEALTH	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 # 25741		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.		VARIOUS STATE AGENCIES	FIREBIRD, LLC	OTHER: VARIOUS AGENCIES	\$7,200,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, mental health, behavioral support, counseling, emergency shelter care, group home, marriage and family therapy, and rehabilitation.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25494		
9.		VARIOUS STATE AGENCIES	FOCUS INTERPRETING	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via in-person, remote over-the-phone, over-video-remote, captioning, communication access real-time translation, and sign language services.				
		Term of Contract:	Upon Approval - 03/31/2026	Contract # 25722		
10.		VARIOUS STATE AGENCIES	FOUNDATION FOR POSITIVELY KIDS, A NONPROFIT CORPORATION	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, early intervention, general medicine, mental health, occupational therapy, pediatric, physical therapy, speech pathology, therapy, and counseling, autism treatment assistance program, and counseling.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25489		
11.		VARIOUS STATE AGENCIES	GENTLE DENTISTRY OF LAS VEGAS, LLC	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing dental services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25490		
12.		VARIOUS STATE AGENCIES	GIL R. FOLK	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 # 25492		
13.		VARIOUS STATE AGENCIES	GLOBAL RESOURCES & SUPPORTS, INC.	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for adult daycare, applied behavioral analysis, assisted living, behavioral support, case management, community work experience programs, customized employment, disabilities support, employment support, home health care, job development, personal care, residential provider, respite care, social worker, and supportive living arrangement.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25493		
14.		VARIOUS STATE AGENCIES	GO THERAPY, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing disabilities support, early intervention, and speech pathology, therapy and counseling services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25495		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.		VARIOUS STATE AGENCIES	GOALS FOR AUTISM, INC.	OTHER: VARIOUS AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis, autism treatment assistance programs, and early intervention services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25497		
16.		VARIOUS STATE AGENCIES	GOING PLACES	OTHER: VARIOUS AGENCIES	\$15,000,000	
	Contract Description:	This is a new contract to provide ongoing community-based living arrangements, job development, and supportive living arrangement services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25496		
17.		VARIOUS STATE AGENCIES	GOOD LIFE THERAPY, LLC	OTHER: VARIOUS AGENCIES	\$2,000,000	
	Contract Description:	This is a new contract to provide ongoing occupational therapy, physical therapy, and speech pathology, therapy, and counseling services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25499		
18.		VARIOUS STATE AGENCIES	GOODWILL INDUSTRIES OF SOUTHERN NEVADA	OTHER: VARIOUS AGENCIES	\$4,000,000	
	Contract Description:	This is a new contract to provide ongoing community work experience programs, job development, and pre-employment services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25500		
19.		VARIOUS STATE AGENCIES	GREGORY P. BROWN, M.D., PROFESSIONAL CORPORATION	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing general medicine services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25501		
20.		VARIOUS STATE AGENCIES	GARDAWORLD FEDERAL SERVICES	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 governmental entities.				
		Term of Contract:	Upon Approval - 12/31/2024	Contract # 25743		
21.		VARIOUS STATE AGENCIES	GENTLECARE THERAPY, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for disabilities support, early intervention, occupational therapy, physical therapy, speech pathology, therapy and counseling, applied behavioral analysis, autism treatment assistance program, behavioral support, and educational tutoring and support.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25491		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.		VARIOUS STATE AGENCIES	HEART FELT PERSONAL CARE, LLC	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 # 25503		
23.		VARIOUS STATE AGENCIES	HELIX BEHAVIORAL SERVICES	OTHER: VARIOUS AGENCIES	\$6,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis, behavioral support, and respite care services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25505		
24.		VARIOUS STATE AGENCIES	HIGH CLASS PERSONAL CARE, LLC	OTHER: VARIOUS AGENCIES	\$4,500,000	
	Contract Description:	This is a new contract to provide ongoing personal care and respite services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25506		
25.		VARIOUS STATE AGENCIES	HIGH SIERRA INDUSTRIES, INC.	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for disabilities support, educational tutoring and support, job development, pre-employment, social worker, and supportive living arrangement.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25498		
26.		VARIOUS STATE AGENCIES	HUMBOLDT HUMAN DEVELOPMENT SERVICES, INC.	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, community-based living arrangements, disabilities support, host home and homeless youth, residential provider, and supportive living arrangements.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25510		
27.		VARIOUS STATE AGENCIES	HEALTH PSYCHOLOGY ASSOCIATES	OTHER: VARIOUS AGENCIES	\$4,600,000	
	Contract Description:	This is a new contract to provide ongoing services for behavioral support, counseling, marriage and family therapy, and psychology.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25502		
28.		VARIOUS STATE AGENCIES	HOMELAND LANGUAGE SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via in-person, remote over-the-phone, over-video-remote, captioning, communication access real-time translation, and sign language services.				
	Term of Contract:	Upon Approval - 03/31/2026		Contract # 25729		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.		VARIOUS STATE AGENCIES	IMPACT ABA SERVICES, LLC	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 # 25511		
30.		VARIOUS STATE AGENCIES	IN KARING ARMS, INC.	OTHER: VARIOUS AGENCIES	\$3,500,000	
	Contract Description:	This is a new contract to provide ongoing community-based living arrangements and personal care services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25512		
31.		VARIOUS STATE AGENCIES	INDEPENDENCE LOW VISION, LLC	OTHER: VARIOUS AGENCIES	\$800,000	
	Contract Description:	This is a new contract to provide ongoing assistive technology, supportive services for the blind and visually impaired, and employment support services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25543		
32.		VARIOUS STATE AGENCIES	INTEGRATED PSYCHOLOGICAL SOLUTIONS, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for disabilities support, mental health, counseling, psychology, and substance abuse.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25545		
33.		VARIOUS STATE AGENCIES	INVISION EYE CENTER, INC.	OTHER: VARIOUS AGENCIES	\$400,000	
	Contract Description:	This is a new contract to provide ongoing ophthalmology and optometry services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25548		
34.		VARIOUS STATE AGENCIES	J.M. PINSON, PLLC	OTHER: VARIOUS AGENCIES	\$900,000	
	Contract Description:	This is a new contract to provide ongoing medical, mental health, and psychiatry services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25549		
35.		VARIOUS STATE AGENCIES	JAMAL S. HEJAZI	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing mental health and psychiatry services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25551		
36.		VARIOUS STATE AGENCIES	JEIDER LIMITED	OTHER: VARIOUS AGENCIES	\$6,900,000	
	Contract Description:	This is a new contract to provide ongoing services for mental health, pediatric, psychiatry, behavioral support, and residential provider.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25566		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.		VARIOUS STATE AGENCIES	JOURNEYS COMMUNITY SERVICES, INC.	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 # 25575		
38.		VARIOUS STATE AGENCIES	JUNE L. STRETCH	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 # 25597		
39.		VARIOUS STATE AGENCIES	JENNA ORTIZ THERAPY	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing mental health and marriage and family therapy services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25573		
40.		VARIOUS STATE AGENCIES	K.E.T. CONSULTING, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for community work experience programs, disabilities support, educational tutoring and support, employment support, job development, pre-employment, and rehabilitation.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25598		
41.		VARIOUS STATE AGENCIES	KAHMIEN LARUSCH, MD	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing mental health and psychiatry services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25599		
42.		VARIOUS STATE AGENCIES	KIDS FIRST FAMILY SERVICES	OTHER: VARIOUS AGENCIES	\$4,800,000	
	Contract Description:	This is a new contract to provide ongoing services for behavioral support, counseling, marriage and family therapy, mental health, and social workers.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25602		
43.		VARIOUS STATE AGENCIES	KIMBERLY L. GARCIA	OTHER: VARIOUS AGENCIES	\$5,100,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, medical, behavioral support, and mental health.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25603		
44.		VARIOUS STATE AGENCIES	LAS VEGAS INTERPRETERS CONNECTION, LLC	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide ongoing document translation and interpretation of languages via in-person, remote over-the-phone, and over-video-remote services.				
		Term of Contract:	Upon Approval - 03/31/2026	Contract # 25725		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
45.		VARIOUS STATE AGENCIES	LAURA BAKER COUNSELING, LLC	OTHER: VARIOUS AGENCIES	\$4,300,000	
	Contract Description:	This is a new contract to provide ongoing behavioral support, counseling, and mental health services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25606		
46.		VARIOUS STATE AGENCIES	LIFE COACHING SERVICES	OTHER: VARIOUS AGENCIES	\$6,000,000	
	Contract Description:	This is a new contract to provide ongoing services for customized employment, educational tutoring and support, job development, and pre-employment.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25608		
47.		VARIOUS STATE AGENCIES	LITTLE EARS AUDIOLOGY, INC.	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing audiology services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25612		
48.		VARIOUS STATE AGENCIES	LACUNA AUTISM SERVICES, LLC	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 # 25604		
49.		VARIOUS STATE AGENCIES	LANGUAGE TRANSLATION SERVICES	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via remote over-the-phone, over-video-remote, in-person, communication access real-time translation (CART), captioning, and sign language services.				
		Term of Contract:	Upon Approval - 03/31/2026	Contract # 25622		
50.		VARIOUS STATE AGENCIES	LIFEABA, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for medical, mental health, applied behavioral analysis, autism treatment assistance programs, behavioral support, disabilities support, and psychology.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25609		
51.		VARIOUS STATE AGENCIES	LIMITLESS BEHAVIORAL HEALTH & ABA ASSOCIATES, LLC	OTHER: VARIOUS AGENCIES	\$1,300,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis and mental health services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25610		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
52.		VARIOUS STATE AGENCIES	LISA CAMPANARO	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing host home and homeless youth services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25611		
53.		VARIOUS STATE AGENCIES	LIZ BLIEDEN COUNSELING, LLC	OTHER: VARIOUS AGENCIES	\$1,600,000	
	Contract Description:	This is a new contract to provide ongoing counseling, marriage and family therapy, and mental health services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25613		
54.		VARIOUS STATE AGENCIES	MAPLE STAR NEVADA, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for behavioral support, case management, counseling, early intervention, emergency shelter care, foster care, group home, marriage and family therapy, mental health, rehabilitation, residential provider, respite care, social worker, and substance abuse counseling.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25640		
55.		VARIOUS STATE AGENCIES	MARTHA B. MAHAFFEY, PH.D.	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing mental health services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25645		
56.		VARIOUS STATE AGENCIES	MICHELLE G. PAUL, PH.D.	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing mental health and psychology services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25643		
57.		VARIOUS STATE AGENCIES	MIJN CORPORATION	OTHER: VARIOUS AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to provide ongoing community-based living arrangements services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25646		
58.		VARIOUS STATE AGENCIES	MINDFUL LIVING COUNSELING & CONSULTING SERVICES	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing psychiatry and psychology services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25647		
59.		VARIOUS STATE AGENCIES	MINGO HEALTH SOLUTIONS, LLC	OTHER: VARIOUS AGENCIES	\$3,300,000	
	Contract Description:	This is a new contract to provide ongoing services for applied behavioral analysis, autism treatment assistance programs, marriage and family therapy, and occupational therapy.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25652		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
60.		VARIOUS STATE AGENCIES	MINKABOO, LLC	OTHER: VARIOUS AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to provide ongoing community-based living arrangements services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25649		
61.		VARIOUS STATE AGENCIES	MAKING LEARNING SPECIAL	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, disabilities support, early intervention, home health care, pediatric, and speech pathology, therapy and counseling.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25641		
62.		VARIOUS STATE AGENCIES	MEBE NEVADA, LLC	OTHER: VARIOUS AGENCIES	\$7,700,000	
	Contract Description:	This is a new contract to provide ongoing early intervention, occupational therapy, pediatric services, speech pathology, therapy and counseling, applied behavioral analysis, autism treatment assistance program and related services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25644		
63.		VARIOUS STATE AGENCIES	MEDSCOPE AMERICA, 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 # 25639		
64.		VARIOUS STATE AGENCIES	MINDCOLOR AUTISM, 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 # 25642		
65.		VARIOUS STATE AGENCIES	MINDS MOVING FORWARD, LLC	OTHER: VARIOUS AGENCIES	\$8,100,000	
	Contract Description:	This is a new contract to provide ongoing services for behavioral support, counseling, early intervention, educational tutoring and support, marriage and family therapy, and mental health.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25648		
66.		VARIOUS STATE AGENCIES	MOBILE MEDICAL SERVICES AND TECHNOLOGY	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 governmental entities.				
	Term of Contract:		Upon Approval - 12/31/2024	Contract # 25739		
67.		VARIOUS STATE AGENCIES	MOVING MOUNTAINS BX, LLC	OTHER: VARIOUS AGENCIES	\$4,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis and behavioral support services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25653		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
68.		VARIOUS STATE AGENCIES	NEVADA BEHAVIOR AND AUTISM	OTHER: VARIOUS AGENCIES	\$4,500,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis, autism treatment assistance programs, and behavioral support services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25696		
69.		VARIOUS STATE AGENCIES	NEVADA BEST PCA, LLC	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 # 25654		
70.		VARIOUS STATE AGENCIES	NEVADA EDUCATION AND THERAPY SOLUTIONS, LLC	OTHER: VARIOUS AGENCIES	\$700,000	
	Contract Description:	This is a new contract to provide ongoing speech pathology, therapy, and counseling and autism treatment assistance program services.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25656		
71.		VARIOUS STATE AGENCIES	NEXT LEVEL CONNECTIONS, LLC	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 # 25663		
72.		VARIOUS STATE AGENCIES	NEVER GIVE UP RESIDENTIAL, LLC	OTHER: VARIOUS AGENCIES	\$1,800,000	
	Contract Description:	This is a new contract to provide ongoing mental health and residential provider services.				
		Term of Contract:	Upon Approval - 04/30/2026	Contract # 25563		
73.		VARIOUS STATE AGENCIES	NEW FRONTIER	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, general medicine, mental health, psychiatry, behavioral support, counseling, employment support, job development, marriage and family therapy, pre-employment, psychology, residential provider, senior care, social worker, and substance abuse counseling.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25661		
74.		VARIOUS STATE AGENCIES	ON OUR OWN, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for behavioral support, case management, community-based living arrangements, community work experience programs, customized employment, disabilities support, employment support, job development, and pre-employment.				
		Term of Contract:	Upon Approval - 01/31/2026	Contract # 25708		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
75.		VARIOUS STATE AGENCIES	ON POINT BEHAVIOR, LLC	OTHER: VARIOUS AGENCIES	\$6,500,000	
	Contract Description:	This is a new contract to provide ongoing services for applied behavioral analysis, autism treatment assistance programs, behavioral support, and respite care.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25709		
76.		VARIOUS STATE AGENCIES	OPPORTUNITY VILLAGE	OTHER: VARIOUS AGENCIES	\$42,000,000	
	Contract Description:	This is a new contract to provide ongoing services for case management, disabilities support, medical, applied behavioral analysis, assisted living, autism treatment assistance program, behavioral support, community based living arrangements, community work experience programs, customized employment, employment support, group home, job development, pre-employment, rehabilitation, residential provider, respite care, and supportive living arrangement.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25710		
77.		VARIOUS STATE AGENCIES	ONE WORLD THERAPY, LLC	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for adult daycare, applied behavioral analysis, autism treatment assistance program, behavioral support, early intervention, educational tutoring and support, job development, marriage and family therapy, mental health, occupational therapy, and social worker.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25711		
78.		VARIOUS STATE AGENCIES	POWERLING, INC.	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide ongoing document translation and desktop publishing services.				
	Term of Contract:	Upon Approval - 03/31/2026		Contract # 25700		
79.		VARIOUS STATE AGENCIES	PRESTON BASS INTERPRETING SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing document translation and interpretation of languages via in-person, remote over-the-phone, over-video-remote, and remote sign language services.				
	Term of Contract:	Upon Approval - 03/31/2026		Contract # 25726		
80.		VARIOUS STATE AGENCIES	PHYSICIANS OF AMERICA	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for mental health, pediatric, psychiatry, behavioral support, case management, counseling, marriage and family therapy, psychology, and residential provider.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25697		
81.		VARIOUS STATE AGENCIES	RAINBOW HELPERS, LLC	OTHER: VARIOUS AGENCIES	\$2,900,000	
	Contract Description:	This is a new contract to provide ongoing home health care, personal care, and respite care services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25694		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
82.		VARIOUS STATE AGENCIES	STEINBERG DIAGNOSTIC MEDICAL IMAGING	OTHER: VARIOUS AGENCIES	\$200,000	
	Contract Description:	This is a new contract to provide ongoing radiology services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25691		
83.		VARIOUS STATE AGENCIES	SECURUS TECHNOLOGIES, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is the second amendment to the original contract which provides telephone services for incarcerated offenders at all correctional facilities. This amendment increases the maximum amount from \$13,500,000 to \$14,500,000 due to a change in Federal Communications Commission regulations for inmate telephone surcharges.				
	Term of Contract:	01/15/2019 - 12/31/2022		Contract # 21354		
84.		VARIOUS STATE AGENCIES	THE CHILDREN'S CABINET, INC.	OTHER: VARIOUS AGENCIES	\$200,000,000	
	Contract Description:	This is a new contract to provide ongoing case management, counseling, and marriage and family therapy services.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25695		
85.		VARIOUS STATE AGENCIES	THERAPY MANAGEMENT GROUP, LLC	OTHER: VARIOUS AGENCIES	\$8,500,000	
	Contract Description:	This is a new contract to provide ongoing services for assistive technology, case management, early intervention, occupational therapy, physical therapy, speech pathology, therapy and counseling, applied behavioral analysis, and autism treatment assistance programs.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25692		
86.		VARIOUS STATE AGENCIES	TRANSFECTIVE LANGUAGE SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide ongoing document translation and desktop publishing services.				
	Term of Contract:	Upon Approval - 03/31/2026		Contract # 25720		
87.		VARIOUS STATE AGENCIES	THE GARDEN FOUNDATION	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for adult daycare, behavioral support, community work experience programs, disabilities support, pre-employment, and respite care.				
	Term of Contract:	Upon Approval - 01/31/2026		Contract # 25689		
88.		VARIOUS STATE AGENCIES	WORLDWIDE INTERPRETERS, INC.	OTHER: VARIOUS AGENCIES	\$500,000	
	Contract Description:	This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via remote over-the-phone, over-video-remote, and sign language services.				
	Term of Contract:	Upon Approval - 03/31/2026		Contract # 25718		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25601**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: **AMCE PHYSICIANS GROUP**Contractor Name: **AMCE PHYSICIANS GROUP**Address: **PO BOX 460**City/State/Zip: **HOOPER, UT 84315**Contact/Phone: **Wes Davis 800-440-3305**Vendor No.: **T29028298A**NV Business ID: **NV20141294056**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing general medicine 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: 06/01/2025

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	03/04/2022 11:39:35 AM
Division Approval	gdavi6	03/04/2022 11:39:37 AM
Department Approval	ldeloach	03/07/2022 09:13:28 AM
Contract Manager Approval	rvradenb	03/07/2022 10:47:58 AM
Budget Analyst Approval	dspeed1	03/10/2022 16:55:23 PM
BOE Agenda Approval	laaron	03/14/2022 16:31:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25717**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	AVANTPAGE, INC.
Agency Code:	MSA	Contractor Name:	AVANTPAGE, INC.
Appropriation Unit:	9999 - All Categories	Address:	132 E. STREET SUITE 370
Is budget authority available?:	Yes	City/State/Zip	DAVIS, CA 95616
If "No" please explain:	Not Applicable	Contact/Phone:	JOANNA OSEMAN 530-750-2040
		Vendor No.:	T32012153
		NV Business ID:	NV20222376385

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 #: **S1847-RV**

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via remote over-the-phone and over-video-remote 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?

This service provides assistance to State employees, agencies, and citizens who are required to provide or need access to these services for individuals and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to people with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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 Applicableb. 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-S1847 to provided various on demand translation and interpretation services statewide.

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	03/04/2022 11:47:27 AM
Division Approval	gdavi6	03/04/2022 11:47:30 AM
Department Approval	ldeloach	03/04/2022 16:13:15 PM
Contract Manager Approval	rvradenb	03/07/2022 11:09:07 AM
Budget Analyst Approval	laaron	03/11/2022 10:46:09 AM
BOE Agenda Approval	laaron	03/11/2022 10:46:11 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 CONTRACT1. Contract Number: **25605**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	CAPABILITY HEALTH & HUMAN SERVICES
Agency Code:	MSA	Contractor Name:	CAPABILITY HEALTH & HUMAN SERVICES
Appropriation Unit:	9999 - All Categories	Address:	7281 WEST CHARLESTON BLVD
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89117
If "No" please explain:	Not Applicable	Contact/Phone:	KEVIN ABBOTT 702-870-7050
		Vendor No.:	PUR0005112
		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 %	X Other funding	100.00 % Various Agencies

Agency Reference #: **99SWC-NV22-10893**

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 Applicable3. Termination Date: **04/30/2026**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Labor Services**

5. Purpose of contract:

This is a new contract to provide ongoing labor services such as printing, culinary staffing, cleaning, document imaging, and packaging and assembly.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Upon invoiced by the Contractor and approval by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides an option for state agencies to employ disabled persons for many of the services they seek at a competitive rate.

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 have the staffing to perform these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 333.375 authorizes the award of a contract to an organization for training and employment of persons with mental or physical disabilities, without complying with the requirements for competitive 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

7/18/18-Current Purchasing Statewide Contract-Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	03/02/2022 12:09:40 PM
Division Approval	gdavi6	03/02/2022 12:09:43 PM
Department Approval	ldeloach	03/02/2022 13:08:46 PM
Contract Manager Approval	jsmedes	03/02/2022 13:35:43 PM
Budget Analyst Approval	dspeed1	03/11/2022 12:11:45 PM
BOE Agenda Approval	laaron	03/14/2022 16:43:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25688**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. Sara Marchon, PLLC

Contractor Name: **Dr. Sara Marchon, PLLC**Address: **1450 W. Horizon Ridge Pkwy B304**City/State/Zip: **Henderson, NV 89012**

Contact/Phone: Sara Marchon 516-965-8755

Vendor No.: T32012189

NV Business ID: NV20212279940

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, counseling, social worker, and substance abuse counseling.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,100,000.00****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: 06/01/2025

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	03/04/2022 11:42:42 AM
Division Approval	gdavi6	03/04/2022 11:42:45 AM
Department Approval	ldeloach	03/07/2022 09:21:02 AM
Contract Manager Approval	rvradenb	03/07/2022 10:48:39 AM
Budget Analyst Approval	dspeed1	03/11/2022 17:07:20 PM
BOE Agenda Approval	laaron	03/14/2022 13:38:44 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 CONTRACT1. Contract Number: **25690**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: Elevating to New Heights, LLC

Contractor Name: **Elevating to New Heights, LLC**Address: **6330 McLeod Dr. Suite 7**City/State/Zip: **Las Vegas, NV 89120**

Contact/Phone: Leah Garrett 702-379-9251

Vendor No.: T29045023

NV Business ID: NV20201960941

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 speech pathology, therapy and counseling, behavioral support, case management, counseling, marriage and family therapy, mental health, rehabilitation, and social worker.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,800,000.00****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:
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	03/04/2022 11:43:17 AM
Division Approval	gdavi6	03/04/2022 11:43:19 AM
Department Approval	ldeloach	03/07/2022 09:27:57 AM
Contract Manager Approval	rvradenb	03/14/2022 08:48:32 AM
Budget Analyst Approval	dspeed1	03/15/2022 15:06:36 PM
BOE Agenda Approval	laaron	03/21/2022 11:00:32 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 CONTRACT1. Contract Number: **25742**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: Sherri Micone

Contractor Name: **Elite Health**Address: **560 Mill St Suite 306**City/State/Zip: **Reno, NV 89502**

Contact/Phone: Sherri Micone 775-455-0110

Vendor No.: T27044706

NV Business ID: NV20171220873

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2024**Contract term: **2 years and 275 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 governmental 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Statewide solicitation 99SWC-S1777 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Vendor operates under a trade name.

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	03/07/2022 14:21:03 PM
Division Approval	gdavi6	03/07/2022 14:21:06 PM
Department Approval	ldeloach	03/08/2022 08:57:49 AM
Contract Manager Approval	gdavi6	03/09/2022 14:25:19 PM
Budget Analyst Approval	dspeed1	03/15/2022 11:38:02 AM
BOE Agenda Approval	laaron	03/21/2022 11:34:57 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25741**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: Sherri Micone

Contractor Name: **Elite Health**Address: **560 Mill St Suite 306**City/State/Zip: **Reno, NV 86502**

Contact/Phone: Sherri Micone 775-455-0100

Vendor No.: T27044706

NV Business ID: NV20171220873

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2025**Contract term: **3 years and 214 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 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
ABML-IEM
Garner Environmental Services
Ambulnz Holdings, 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:

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:

Vendor operates under a trade name.

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	03/07/2022 14:19:43 PM
Division Approval	gdavi6	03/07/2022 14:19:45 PM
Department Approval	ldeloach	03/08/2022 08:55:09 AM
Contract Manager Approval	gdavi6	03/09/2022 14:25:40 PM
Budget Analyst Approval	dspeed1	03/15/2022 11:40:18 AM
BOE Agenda Approval	laaron	03/21/2022 11:27:07 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 CONTRACT1. Contract Number: **25494**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: **FIREBIRD, LLC**Contractor Name: **FIREBIRD, LLC**Address: **601 S. 10th Street**City/State/Zip: **LAS VEGAS, NV 89101**Contact/Phone: **Phung Jefferson 702-401-3632**Vendor No.: **T27035342A**NV Business ID: **NV20111626816**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, emergency shelter care, group home, marriage and family therapy, and rehabilitation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,200,000.00****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: 06/01/2025

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:
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	03/04/2022 11:38:51 AM
Division Approval	gdavi6	03/04/2022 11:38:58 AM
Department Approval	ldeloach	03/07/2022 10:31:12 AM
Contract Manager Approval	rvradenb	03/07/2022 10:47:06 AM
Budget Analyst Approval	dspeed1	03/07/2022 11:31:34 AM
BOE Agenda Approval	laaron	03/09/2022 14:36:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25722**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	FOCUS LANGUAGE INTERNATIONAL, INC.
Agency Code:	MSA	Contractor Name:	FOCUS INTERPRETING
Appropriation Unit:	9999 - All Categories	Address:	14450 PARK AVE SUITE 100
Is budget authority available?:	Yes	City/State/Zip	VICTORVILLE, CA 92392
If "No" please explain:	Not Applicable	Contact/Phone:	BEATRIZ RESENDIZ 800-374-5444
		Vendor No.:	T29045094
		NV Business ID:	NV20222367505

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 #: **S1847-RV**

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via in-person, remote over-the-phone, over-video-remote, captioning, communication access real-time translation, and sign language 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?

This service provides assistance to State employees, agencies, and citizens who are required to provide or need access to these services for individuals and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to people with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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-S1847 to provided various on demand translation and interpretation services statewide.

d. Last bid date: 12/31/2021 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:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

The vendor provides services under the DBA of Focus Interpreting

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	03/04/2022 11:48:31 AM
Division Approval	gdavi6	03/04/2022 11:48:33 AM
Department Approval	ldeloach	03/04/2022 16:30:59 PM
Contract Manager Approval	rvradenb	03/07/2022 11:10:41 AM
Budget Analyst Approval	laaron	03/11/2022 09:37:40 AM
BOE Agenda Approval	laaron	03/11/2022 09:37:44 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 CONTRACT1. Contract Number: **25489**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: Foundation for Positively Kids, A Nonprofit Corporation

Contractor Name: **Foundation for Positively Kids, A Nonprofit Corporation**Address: **2480 East Tompkins Ave Suite 222**City/State/Zip: **LAS VEGAS, NV 89121**

Contact/Phone: Jolie Courtney 702-262-0037

Vendor No.: T29005746A

NV Business ID: NV19991199570

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, general medicine, mental health, occupational therapy, pediatric, physical therapy, speech pathology, therapy, and counseling, autism treatment assistance program, and 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 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	03/04/2022 11:38:32 AM
Division Approval	gdavi6	03/04/2022 11:38:35 AM
Department Approval	ldeloach	03/07/2022 10:28:07 AM
Contract Manager Approval	rvradenb	03/07/2022 10:47:40 AM
Budget Analyst Approval	dspeed1	03/07/2022 11:37:44 AM
BOE Agenda Approval	laaron	03/09/2022 14:20:08 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 CONTRACT1. Contract Number: **25490**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: **GENTLE DENTISTRY OF LAS VEGAS, LLC**Contractor Name: **GENTLE DENTISTRY OF LAS VEGAS, LLC**Address: **501 S. Ranch Dr.
Suite G-48**City/State/Zip: **LAS VEGAS, NV 89106**Contact/Phone: **Farah Divanbeigi 702-524-2675**Vendor No.: **T27035859**NV Business ID: **NV20011008337**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing dental 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: 06/01/2025

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:

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	02/16/2022 16:54:26 PM
Division Approval	gdavi6	02/16/2022 16:54:28 PM
Department Approval	ldeloach	02/24/2022 16:10:38 PM
Contract Manager Approval	rvradenb	03/01/2022 08:11:00 AM
Budget Analyst Approval	dspeed1	03/04/2022 16:12:56 PM
BOE Agenda Approval	laaron	03/07/2022 12:51:47 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25492**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: **GIL R. FOLK**Contractor Name: **GIL R. FOLK**Address: **70 OCELET WAY**City/State/Zip: **RENO, NV 89511-4751**Contact/Phone: **Gil Folk 775-851-4292**Vendor No.: **T10995200**NV Business ID: **NV20161339350**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:

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	02/16/2022 16:55:01 PM
Division Approval	gdavi6	02/16/2022 16:55:03 PM
Department Approval	ldeloach	02/24/2022 16:15:33 PM
Contract Manager Approval	rvradenb	03/01/2022 08:11:20 AM
Budget Analyst Approval	dspeed1	03/04/2022 16:58:54 PM
BOE Agenda Approval	laaron	03/07/2022 12:40:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25493**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	GLOBAL RESOURCES & SUPPORTS, INC.
Agency Code:	MSA	Contractor Name:	GLOBAL RESOURCES & SUPPORTS, INC.
Appropriation Unit:	9999 - All Categories	Address:	2879 Saint Rose Parkway Suite 130
Is budget authority available?:	Yes	City/State/Zip	Henderson, NV 89052
If "No" please explain:	Not Applicable	Contact/Phone:	Tonya Coppin 443-813-9800
		Vendor No.:	T27043054
		NV Business ID:	NV20161022941

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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, applied behavioral analysis, assisted living, behavioral support, case management, community work experience programs, customized employment, disabilities support, employment support, home health care, job development, personal care, residential provider, respite care, 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: 06/01/2025

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:

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 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	02/16/2022 16:55:15 PM
Division Approval	gdavi6	02/16/2022 16:55:17 PM
Department Approval	ldeloach	02/24/2022 16:18:32 PM
Contract Manager Approval	rvradenb	03/01/2022 08:13:07 AM
Budget Analyst Approval	dspeed1	03/07/2022 12:05:19 PM
BOE Agenda Approval	laaron	03/09/2022 14:13:31 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 CONTRACT1. Contract Number: **25495**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: **GO Therapy, LLC**Contractor Name: **GO Therapy, LLC**Address: **1481 W. Warm Springs Rd. Suite 138**City/State/Zip: **Henderson , NV 89014**Contact/Phone: **Julianne Abuda 702-800-3391**Vendor No.: **T32011211**NV Business ID: **NV20212098601**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, early intervention, and speech pathology, therapy and counseling 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?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This 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	02/16/2022 16:55:31 PM
Division Approval	gdavi6	02/16/2022 16:55:34 PM
Department Approval	ldeloach	02/24/2022 16:22:20 PM
Contract Manager Approval	rvradenb	03/01/2022 08:13:19 AM
Budget Analyst Approval	dspeed1	03/07/2022 13:10:45 PM
BOE Agenda Approval	laaron	03/09/2022 13:52:44 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 CONTRACT1. Contract Number: **25497**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: **GOALS FOR AUTISM, INC.**Contractor Name: **GOALS FOR AUTISM, INC.**Address: **800 S. Broadway Suite 310**City/State/Zip: **Walnut Creek, CA 94596**Contact/Phone: **Adryon Ketcham 888-531-8385**Vendor No.: **T27043055A**NV Business ID: **NV20131076821**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 early intervention services.

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: 06/01/2025

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:
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	02/16/2022 16:59:24 PM
Division Approval	gdavi6	02/16/2022 16:59:26 PM
Department Approval	ldeloach	02/24/2022 16:57:45 PM
Contract Manager Approval	rvradenb	03/01/2022 08:15:38 AM
Budget Analyst Approval	laaron	03/09/2022 14:03:12 PM
BOE Agenda Approval	laaron	03/09/2022 14:03:16 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25496**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: **GOING PLACES**Contractor Name: **GOING PLACES**Address: **600 S. 18th St.**City/State/Zip: **SPARKS, NV 89431-8120**Contact/Phone: **Bart Vandamme 775-342-7323**Vendor No.: **T27008331**NV Business ID: **NV20041514174**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing community based living arrangements, job development, and supportive living arrangement services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00****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:

DHHS, 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	02/16/2022 16:55:51 PM
Division Approval	gdavi6	02/16/2022 16:55:53 PM
Department Approval	ldeloach	02/24/2022 16:29:32 PM
Contract Manager Approval	rvradenb	03/01/2022 08:13:30 AM
Budget Analyst Approval	dspeed1	03/07/2022 14:38:28 PM
BOE Agenda Approval	laaron	03/09/2022 14:07:24 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25499**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: **GOOD LIFE THERAPY, LLC**Contractor Name: **GOOD LIFE THERAPY, LLC**Address: **850 LA SCONSA DR**City/State/Zip: **LAS VEGAS, NV 89138-7562**Contact/Phone: **Corinne Trenholm 702-526-5550**Vendor No.: **T29033861**NV Business ID: **NV20131507281**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing occupational therapy, physical therapy, and speech pathology, therapy, and counseling 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: 06/01/2025

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:
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	02/16/2022 16:56:06 PM
Division Approval	gdavi6	02/16/2022 16:56:09 PM
Department Approval	ldeloach	02/25/2022 11:09:58 AM
Contract Manager Approval	rvradenb	03/01/2022 08:14:02 AM
Budget Analyst Approval	dspeed1	03/04/2022 12:44:15 PM
BOE Agenda Approval	laaron	03/07/2022 13:19:50 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 CONTRACT1. Contract Number: **25500**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: **GOODWILL INDUSTRIES OF SOUTHERN NEVADA**Contractor Name: **GOODWILL INDUSTRIES OF SOUTHERN NEVADA**Address: **250 E. Pilot Road Suite 140**City/State/Zip: **Las Vegas, NV 89119**Contact/Phone: **Mary Brabant 702-214-2010**Vendor No.: **T81016674**NV Business ID: **NV19751000845**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing community work experience programs, job development, and pre-employment services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,000,000.00****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	02/16/2022 16:56:36 PM
Division Approval	gdavi6	02/16/2022 16:56:38 PM
Department Approval	ldeloach	02/24/2022 16:34:34 PM
Contract Manager Approval	rvradenb	03/01/2022 08:14:13 AM
Budget Analyst Approval	dspeed1	03/04/2022 12:49:36 PM
BOE Agenda Approval	laaron	03/07/2022 13:25:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25501**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: **GREGORY P. BROWN, M.D., PROFESSIONAL CORPORATION**Contractor Name: **GREGORY P. BROWN, M.D., PROFESSIONAL CORPORATION**Address: **1489 West Warm Springs Rd. Suite 110**City/State/Zip: **Henderson, NV 89014**Contact/Phone: **Gregory Brown 702-232-3256**Vendor No.: **T27032410**NV Business ID: **NV19961207391**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing general medicine 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: 06/01/2025

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:

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	02/16/2022 16:56:52 PM
Division Approval	gdavi6	02/16/2022 16:56:55 PM
Department Approval	ldeloach	02/24/2022 16:40:13 PM
Contract Manager Approval	rvradenb	03/01/2022 08:14:25 AM
Budget Analyst Approval	dspeed1	03/04/2022 12:53:58 PM
BOE Agenda Approval	laaron	03/07/2022 13:32:45 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 CONTRACT1. Contract Number: **25743**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: **Aegis Defense Services, LLC**Contractor Name: **GardaWorld Federal Services**Address: **1760 Old Meadow Road Suite 400**City/State/Zip: **McLean, VA 22102**Contact/Phone: **David Watson 571-482-1260**Vendor No.: **T29045185**NV Business ID: **NV20201856417**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2024**Contract term: **2 years and 275 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 governmental 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):

OptumServe
AnyPlace MD

MMST
Elite Health

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Statewide solicitation 99SWC-S1777 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?

No b. If "No", please explain:

Vendor operates under a trade name. Business License is in Legal Name.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	03/07/2022 14:34:29 PM
Division Approval	gdavi6	03/07/2022 14:34:32 PM
Department Approval	ldeloach	03/08/2022 09:10:53 AM
Contract Manager Approval	gdavi6	03/14/2022 08:43:17 AM
Budget Analyst Approval	dspeed1	03/15/2022 17:10:43 PM
BOE Agenda Approval	laaron	03/21/2022 11:43:39 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 CONTRACT1. Contract Number: **25491**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: Gentlecare Therapy, LLC

Contractor Name: **Gentlecare Therapy, LLC**Address: **3675 Market St.
Suite 200**City/State/Zip: **Philadelphia, PA 19104**

Contact/Phone: Moshe Wachs 267-800-7566

Vendor No.: T27044088

NV Business ID: NV20212026384

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, occupational therapy, physical therapy, speech pathology, therapy and counseling, applied behavioral analysis, autism treatment assistance program, behavioral support, and educational tutoring and 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: 06/01/2025

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:

MSA awarded 10/12/2021, no work performed to date.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	02/16/2022 16:54:45 PM
Division Approval	gdavi6	02/16/2022 16:54:47 PM
Department Approval	ldeloach	02/24/2022 16:13:23 PM
Contract Manager Approval	rvradenb	03/01/2022 08:11:09 AM
Budget Analyst Approval	dspeed1	03/04/2022 16:44:28 PM
BOE Agenda Approval	laaron	03/07/2022 12:44:20 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25503**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: **HEART FELT PERSONAL CARE, LLC**Contractor Name: **HEART FELT PERSONAL CARE, LLC**Address: **2001 S JONES BLVD
SUITE H**City/State/Zip: **LAS VEGAS, NV 89146-3165**Contact/Phone: **Edgar Jimenez 702-273-6658**Vendor No.: **T27041647A**NV Business ID: **NV20151358862**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:

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	02/16/2022 16:57:37 PM
Division Approval	gdavi6	02/16/2022 16:57:39 PM
Department Approval	ldeloach	02/24/2022 16:45:23 PM
Contract Manager Approval	rvradenb	03/01/2022 08:14:50 AM
Budget Analyst Approval	dspeed1	03/04/2022 14:10:25 PM
BOE Agenda Approval	laaron	03/07/2022 13:10:19 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25505**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: **HELIX BEHAVIORAL SERVICES**Contractor Name: **HELIX BEHAVIORAL SERVICES**Address: **240 Booth St.
Apt. L**City/State/Zip: **RENO, NV 89509**Contact/Phone: **Anya Killingsworth 209-505-0634**Vendor No.: **T29039740**NV Business ID: **NV20171008801**To what State Fiscal Year(s) will the contract be charged? **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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, behavioral support, and respite care 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: 06/01/2025

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:
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	02/16/2022 16:57:53 PM
Division Approval	gdavi6	02/16/2022 16:57:55 PM
Department Approval	ldeloach	02/24/2022 16:49:30 PM
Contract Manager Approval	rvradenb	03/01/2022 08:15:00 AM
Budget Analyst Approval	dspeed1	03/07/2022 11:22:18 AM
BOE Agenda Approval	laaron	03/09/2022 14:47:08 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25506**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: **HIGH CLASS PERSONAL CARE, LLC**Contractor Name: **HIGH CLASS PERSONAL CARE, LLC**Address: **5000 W. Oakey Blvd.
E1**City/State/Zip: **LAS VEGAS, NV 89146-3165**Contact/Phone: **Edgar Jimenez 702-273-6658**Vendor No.: **T27032190A**NV Business ID: **NV20081290175**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 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: 06/01/2025

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:

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	02/16/2022 16:58:06 PM
Division Approval	gdavi6	02/16/2022 16:58:08 PM
Department Approval	ldeloach	02/24/2022 16:51:30 PM
Contract Manager Approval	rvradenb	03/01/2022 08:15:12 AM
Budget Analyst Approval	dspeed1	03/07/2022 10:38:59 AM
BOE Agenda Approval	laaron	03/09/2022 16:32:58 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 CONTRACT1. Contract Number: **25498**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: **HIGH SIERRA INDUSTRIES, INC.**Contractor Name: **HIGH SIERRA INDUSTRIES, INC.**Address: **555 REACTOR WAY**City/State/Zip: **RENO, NV 89502-4108**Contact/Phone: **LaVonne Brooks 775-829-7400**Vendor No.: **T80830900**NV Business ID: **NV19761007354**To what State Fiscal Year(s) will the contract be charged? **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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, educational tutoring and support, job development, pre-employment, 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: 06/01/2025

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:

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:
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	02/16/2022 16:58:27 PM
Division Approval	gdavi6	02/16/2022 16:58:29 PM
Department Approval	ldeloach	02/25/2022 11:53:08 AM
Contract Manager Approval	rvradenb	03/01/2022 08:15:26 AM
Budget Analyst Approval	dspeed1	03/07/2022 14:50:50 PM
BOE Agenda Approval	laaron	03/09/2022 13:48:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25510**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: **HUMBOLDT HUMAN DEVELOPMENT SERVICES, INC.**Contractor Name: **HUMBOLDT HUMAN DEVELOPMENT SERVICES, INC.**Address: **1200 E. Winnemucca Blvd.**City/State/Zip: **WINNEMUCCA, NV 89445**Contact/Phone: **Ryan Swensen 775-385-3315**Vendor No.: **T81009976A**NV Business ID: **NV19981270734**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 based living arrangements, disabilities support, host home and homeless youth, 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: 06/01/2025

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:

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:
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	02/16/2022 16:59:42 PM
Division Approval	gdavi6	02/16/2022 16:59:44 PM
Department Approval	ldeloach	02/24/2022 17:00:56 PM
Contract Manager Approval	rvradenb	03/01/2022 08:15:49 AM
Budget Analyst Approval	dspeed1	03/07/2022 11:25:57 AM
BOE Agenda Approval	laaron	03/09/2022 14:41:45 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 CONTRACT1. Contract Number: **25502**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: Health Psychology Associates, LLC

Contractor Name: **Health Psychology Associates**Address: **245 Mt. Rose Street**City/State/Zip: **Reno, NV 89509**

Contact/Phone: Natalie Sanchez 775-448-6828

Vendor No.: T29043881

NV Business ID: NV20151153700

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 behavioral support, counseling, marriage and family therapy, and psychology.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,600,000.00****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: 06/01/2025

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:

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?

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	02/16/2022 16:57:21 PM
Division Approval	gdavi6	02/16/2022 16:57:23 PM
Department Approval	ldeloach	02/24/2022 16:43:23 PM
Contract Manager Approval	rvradenb	03/01/2022 08:14:36 AM
Budget Analyst Approval	dspeed1	03/04/2022 13:23:44 PM
BOE Agenda Approval	laaron	03/07/2022 13:37:56 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 CONTRACT1. Contract Number: **25729**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: Homeland Language Services, LLC

Contractor Name: **Homeland Language Services, LLC**Address: **1000 Town Center Drive Suite 300**City/State/Zip: **Oxnard, CA 93036**

Contact/Phone: James Jones 885-457-0101

Vendor No.: Pending

NV Business ID: NV20222382428

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 #: S1847-RV

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via in-person, remote over-the-phone, over-video-remote, captioning, communication access real-time translation, and sign language 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?

This service provides assistance to State employees, agencies, and citizens who are required to provide or need access to these services for individuals and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to people with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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-S1847 to provided various on demand translation and interpretation services statewide.

d. Last bid date: 12/31/2021 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	03/04/2022 11:49:29 AM
Division Approval	gdavi6	03/04/2022 11:49:32 AM
Department Approval	ldeloach	03/04/2022 16:46:02 PM
Contract Manager Approval	rvradenb	03/07/2022 11:11:02 AM
Budget Analyst Approval	laaron	03/11/2022 11:44:05 AM
BOE Agenda Approval	laaron	03/11/2022 11:44:08 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 CONTRACT1. Contract Number: **25511**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: **IMPACT ABA SERVICES, LLC**Contractor Name: **IMPACT ABA SERVICES, LLC**Address: **2395 LINCOLN MEADOWS DR**City/State/Zip: **RENO, NV 89521-5252**Contact/Phone: **David Donegan 412-477-3812**Vendor No.: **T32005873**NV Business ID: **NV20171452941**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:
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	02/16/2022 16:59:58 PM
Division Approval	gdavi6	02/16/2022 17:00:00 PM
Department Approval	ldeloach	02/24/2022 17:03:39 PM
Contract Manager Approval	rvradenb	03/01/2022 08:16:08 AM
Budget Analyst Approval	dspeed1	03/07/2022 11:01:15 AM
BOE Agenda Approval	laaron	03/09/2022 14:55:36 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 CONTRACT1. Contract Number: **25512**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: **IN KARING ARMS, INC.**Contractor Name: **IN KARING ARMS, INC.**Address: **3052 BALCONES FAULT AVE**City/State/Zip: **NORTH LAS VEGAS, NV 89081-6409**Contact/Phone: **Devan Jones 702-325-4243**Vendor No.: **T29042362**NV Business ID: **NV20161157612**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing community based living arrangements and personal care 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?

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:

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	02/16/2022 17:00:11 PM
Division Approval	gdavi6	02/16/2022 17:00:16 PM
Department Approval	ldeloach	02/25/2022 11:44:43 AM
Contract Manager Approval	rvradenb	03/01/2022 08:16:17 AM
Budget Analyst Approval	dspeed1	03/07/2022 11:18:54 AM
BOE Agenda Approval	laaron	03/09/2022 14:52:30 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25543**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: **INDEPENDENCE LOW VISION, LLC**Contractor Name: **INDEPENDENCE LOW VISION, LLC**Address: **632 E. Silver Fox Way**City/State/Zip: **PHOENIX, AZ 85048**Contact/Phone: **Elizabeth Evans 602-300-7014**Vendor No.: **T29041984**NV Business ID: **NV20212306337**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing assistive technology, supportive services for the blind and visually impaired, and employment support 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?

Yes If "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	02/16/2022 17:00:34 PM
Division Approval	gdavi6	02/16/2022 17:00:36 PM
Department Approval	ldeloach	02/24/2022 17:10:41 PM
Contract Manager Approval	rvradenb	03/01/2022 08:09:47 AM
Budget Analyst Approval	dspeed1	03/15/2022 15:49:04 PM
BOE Agenda Approval	laaron	03/16/2022 16:20:20 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25545**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: **INTEGRATED PSYCHOLOGICAL SOLUTIONS, LLC**Contractor Name: **INTEGRATED PSYCHOLOGICAL SOLUTIONS, LLC**Address: **2860 S JONES BLVD
SUITE 110**City/State/Zip: **LAS VEGAS, NV 89146-5625**Contact/Phone: **Dr. Bonnie Brown 702-376-1219**Vendor No.: **T32004244**NV Business ID: **NV20161387169**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, mental health, counseling, psychology, and substance abuse.

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:
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	02/16/2022 17:01:32 PM
Division Approval	gdavi6	02/16/2022 17:01:35 PM
Department Approval	ldeloach	02/25/2022 08:58:22 AM
Contract Manager Approval	rvradenb	03/01/2022 08:16:58 AM
Budget Analyst Approval	laaron	03/01/2022 15:28:58 PM
BOE Agenda Approval	laaron	03/01/2022 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 CONTRACT1. Contract Number: **25548**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: **INVISION EYE CENTER, INC.**Contractor Name: **INVISION EYE CENTER, INC.**Address: **820 N. Spring St.
Suite D**City/State/Zip: **CALIENTE, NV 89008-1048**Contact/Phone: **Joshua Terry 775-726-3911**Vendor No.: **T29025436**NV Business ID: **NV20101318776**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing ophthalmology and optometry services.

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 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:

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	02/16/2022 17:01:50 PM
Division Approval	gdavi6	02/16/2022 17:01:52 PM
Department Approval	ldeloach	02/25/2022 09:02:55 AM
Contract Manager Approval	rvradenb	03/01/2022 08:10:00 AM
Budget Analyst Approval	dspeed1	03/10/2022 16:16:18 PM
BOE Agenda Approval	laaron	03/14/2022 16:00:36 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 CONTRACT1. Contract Number: **25549**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: **J.M. PINSON, PLLC**Contractor Name: **J.M. PINSON, PLLC**Address: **4553 EAST TIMBERSAW DR**City/State/Zip: **BOISE, ID 83716-7098**Contact/Phone: **Jenny Pinson 601-880-9571**Vendor No.: **T29034545**NV Business ID: **NV20131278109**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing medical, mental health, and psychiatry services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$900,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The 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:

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	02/16/2022 17:02:04 PM
Division Approval	gdavi6	02/16/2022 17:02:07 PM
Department Approval	ldeloach	02/25/2022 11:48:45 AM
Contract Manager Approval	rvradenb	03/01/2022 08:10:31 AM
Budget Analyst Approval	dspeed1	03/03/2022 13:09:53 PM
BOE Agenda Approval	laaron	03/07/2022 12:13:15 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25551**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: **JAMAL S. HEJAZI**Contractor Name: **JAMAL S. HEJAZI**Address: **3044 E PINE VIEW DR**City/State/Zip: **SALT LAKE CITY, UT 84121-3407**Contact/Phone: **Jamal Hejazi 801-652-4238**Vendor No.: **T27038303**NV Business ID: **NV20151492577**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 and psychiatry 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: 06/01/2025

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 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	03/01/2022 08:16:40 AM
Division Approval	gdavi6	03/01/2022 08:16:43 AM
Department Approval	ldeloach	03/01/2022 13:01:12 PM
Contract Manager Approval	rvradenb	03/03/2022 07:39:36 AM
Budget Analyst Approval	dspeed1	03/03/2022 15:20:40 PM
BOE Agenda Approval	laaron	03/07/2022 11:16:50 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25566**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: **JEIDER LIMITED**Contractor Name: **JEIDER LIMITED**Address: **3225 McLeod Dr.
Suite 100**City/State/Zip: **LAS VEGAS, NV 89121**Contact/Phone: **Timothy Jeider 661-312-2161**Vendor No.: **T32005581**NV Business ID: **NV20171489013**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, pediatric, psychiatry, behavioral support, and residential provider.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,900,000.00****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: 06/05/2025

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:

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	03/01/2022 08:16:59 AM
Division Approval	gdavi6	03/01/2022 08:17:01 AM
Department Approval	ldeloach	03/01/2022 12:53:04 PM
Contract Manager Approval	rvradenb	03/03/2022 07:40:22 AM
Budget Analyst Approval	dspeed1	03/03/2022 15:14:41 PM
BOE Agenda Approval	laaron	03/07/2022 11:44:08 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 CONTRACT1. Contract Number: **25575**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: **JOURNEYS COMMUNITY SERVICES, INC.**Contractor Name: **JOURNEYS COMMUNITY SERVICES, INC.**Address: **211A N. Buffalo Dr.**City/State/Zip: **LAS VEGAS, NV 89145-0397**Contact/Phone: **Barbara Keefer 702-527-7661**Vendor No.: **T29023658**NV Business ID: **NV20091096241**To what State Fiscal Year(s) will the contract be charged? **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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:

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	03/01/2022 08:18:37 AM
Division Approval	gdavi6	03/01/2022 08:18:39 AM
Department Approval	ldeloach	03/01/2022 12:50:29 PM
Contract Manager Approval	rvradenb	03/01/2022 14:00:16 PM
Budget Analyst Approval	laaron	03/01/2022 15:13:35 PM
BOE Agenda Approval	laaron	03/01/2022 15:13:37 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 CONTRACT1. Contract Number: **25597**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: **JUNE L. STRETCH**Contractor Name: **JUNE L. STRETCH**Address: **18750 PINION PINE AVE**City/State/Zip: **RENO, NV 89508-6432**Contact/Phone: **June Stretch 775-800-1536**Vendor No.: **T27001533**NV Business ID: **NV20161332020**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:

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	03/01/2022 08:18:51 AM
Division Approval	gdavi6	03/01/2022 08:18:53 AM
Department Approval	ldeloach	03/01/2022 13:10:48 PM
Contract Manager Approval	rvradenb	03/03/2022 07:40:42 AM
Budget Analyst Approval	dspeed1	03/10/2022 16:20:12 PM
BOE Agenda Approval	laaron	03/14/2022 15:30:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25573**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: Jenna Ortiz

Contractor Name: **Jenna Ortiz Therapy**Address: **1650 Hwy 395 Suite 103**City/State/Zip: **Minden, NV 89423**

Contact/Phone: Jenna Ortiz 702-606-1756

Vendor No.: T32010842

NV Business ID: NV20201781064

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 and marriage and family therapy 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: 06/01/2025

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:

Dept. Of Education, Agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

DBA

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	03/01/2022 08:17:27 AM
Division Approval	gdavi6	03/01/2022 08:17:30 AM
Department Approval	ldeloach	03/01/2022 12:59:19 PM
Contract Manager Approval	rvradenb	03/01/2022 14:00:31 PM
Budget Analyst Approval	laaron	03/01/2022 15:00:37 PM
BOE Agenda Approval	laaron	03/01/2022 15:00:39 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25598**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: **K.E.T. CONSULTING, LLC**Contractor Name: **K.E.T. CONSULTING, LLC**Address: **9491 DESCENDING CREEK ST**City/State/Zip: **LAS VEGAS, NV 89123-7610**Contact/Phone: **Kascia Tognoli 702-378-7609**Vendor No.: **T32006804**NV Business ID: **NV20151393214**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, disabilities support, 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: 06/01/2025

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	03/01/2022 08:19:03 AM
Division Approval	gdavi6	03/01/2022 08:19:05 AM
Department Approval	ldeloach	03/01/2022 13:12:42 PM
Contract Manager Approval	rvradenb	03/03/2022 07:40:56 AM
Budget Analyst Approval	laaron	03/11/2022 14:59:59 PM
BOE Agenda Approval	laaron	03/11/2022 15:00:04 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 CONTRACT1. Contract Number: **25599**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: **KAHMIEN LARUSCH, MD**Contractor Name: **KAHMIEN LARUSCH, MD**Address: **6475 MONDELL PINES CIR**City/State/Zip: **LAS VEGAS, NV 89146-6645**Contact/Phone: **Kahmien LaRusch, M.D. 702-802-9835**Vendor No.: **T27037807**NV Business ID: **NV20151463108**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 and psychiatry 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: 06/01/2025

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 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	03/01/2022 08:19:16 AM
Division Approval	gdavi6	03/01/2022 08:19:18 AM
Department Approval	ldeloach	03/01/2022 13:15:18 PM
Contract Manager Approval	rvradenb	03/03/2022 07:41:13 AM
Budget Analyst Approval	dspeed1	03/10/2022 15:56:06 PM
BOE Agenda Approval	laaron	03/14/2022 16:04:52 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 CONTRACT1. Contract Number: **25602**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: **KIDS FIRST FAMILY SERVICES**Contractor Name: **KIDS FIRST FAMILY SERVICES**Address: **4600 Kietzke Lane
Suite J-212**City/State/Zip: **RENO, NV 89502**Contact/Phone: **Mary Paszek 775-348-9047**Vendor No.: **T27034372**NV Business ID: **NV20081059266**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 behavioral support, counseling, marriage and family therapy, mental health, and social worker.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,800,000.00****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?

Yes If "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	03/01/2022 08:19:44 AM
Division Approval	gdavi6	03/01/2022 08:19:46 AM
Department Approval	ldeloach	03/01/2022 13:21:40 PM
Contract Manager Approval	rvradenb	03/03/2022 07:41:52 AM
Budget Analyst Approval	dspeed1	03/10/2022 16:56:54 PM
BOE Agenda Approval	laaron	03/14/2022 16:25:39 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25603**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: **KIMBERLY L. GARCIA**Contractor Name: **KIMBERLY L. GARCIA**Address: **716 THISTLE DR**City/State/Zip: **SPRING CREEK, NV 89815-7337**Contact/Phone: **Kimberly Garcia 775-340-2484**Vendor No.: **T29036864**NV Business ID: **NV20212305533**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, medical, behavioral support, and mental health.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,100,000.00****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: 06/01/2025

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:

DHHS, 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	03/01/2022 08:20:28 AM
Division Approval	gdavi6	03/01/2022 08:20:30 AM
Department Approval	ldeloach	03/01/2022 13:28:39 PM
Contract Manager Approval	rvradenb	03/03/2022 07:42:09 AM
Budget Analyst Approval	dspeed1	03/10/2022 16:25:24 PM
BOE Agenda Approval	laaron	03/14/2022 15:23:04 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 CONTRACT1. Contract Number: **25725**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: **LAS VEGAS INTERPRETERS CONNECTION, LLC**Contractor Name: **LAS VEGAS INTERPRETERS CONNECTION, LLC**Address: **7575 W WASHINGTON AVE
SUITE 127-246**City/State/Zip: **LAS VEGAS, NV 89128-4336**Contact/Phone: **Miriam Jimenez 702-281-5219**Vendor No.: **T27005869**NV Business ID: **NV20031202421**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 #: **S1847-RV**

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation and interpretation of languages via in-person, remote over-the-phone, and over-video-remote services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This service provides assistance to State employees, agencies, and citizens who are required to provide or need access to these services for individuals.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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-S1847 to provided various on demand translation and interpretation services statewide.

d. Last bid date: 12/31/2021 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, the 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	03/04/2022 11:48:46 AM
Division Approval	gdavi6	03/04/2022 11:48:48 AM
Department Approval	ldeloach	03/04/2022 16:07:35 PM
Contract Manager Approval	rvradenb	03/07/2022 11:09:48 AM
Budget Analyst Approval	laaron	03/11/2022 10:25:27 AM
BOE Agenda Approval	laaron	03/11/2022 10:25:31 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25606**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: **LAURA BAKER COUNSELING, LLC**Contractor Name: **LAURA BAKER COUNSELING, LLC**Address: **1090 E HUFFAKER LN**City/State/Zip: **RENO, NV 89511**Contact/Phone: **LAURA BAKER 916-458-1510**Vendor No.: **T32011390**NV Business ID: **NV20212181915**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing behavioral support, counseling, and mental health services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,300,000.00****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: 06/01/2025

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:

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	03/01/2022 08:20:57 AM
Division Approval	gdavi6	03/01/2022 08:20:59 AM
Department Approval	ldeloach	03/01/2022 13:31:04 PM
Contract Manager Approval	rvradenb	03/03/2022 07:42:45 AM
Budget Analyst Approval	dspeed1	03/11/2022 11:12:14 AM
BOE Agenda Approval	laaron	03/14/2022 16:11:37 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 CONTRACT1. Contract Number: **25608**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: **EXPANDING LIFE, LLC**Contractor Name: **LIFE COACHING SERVICES**Address: **9099 Cabin Creek Trail**City/State/Zip: **RENO, NV 89523**Contact/Phone: **Beverly Marhsall 775-337-0685**Vendor No.: **T29016503**NV Business ID: **NV20081018873**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 customized employment, educational tutoring and support, job development, and pre-employment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. 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:

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?

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	03/01/2022 08:21:11 AM
Division Approval	gdavi6	03/01/2022 08:21:13 AM
Department Approval	ldeloach	03/01/2022 13:39:06 PM
Contract Manager Approval	rvradenb	03/03/2022 07:43:09 AM
Budget Analyst Approval	dspeed1	03/11/2022 11:07:39 AM
BOE Agenda Approval	laaron	03/14/2022 16:16:15 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25612**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 EARS AUDIOLOGY, INC.**Contractor Name: **LITTLE EARS AUDIOLOGY, INC.**Address: **PO BOX 15332**City/State/Zip: **LAS VEGAS, NV 89114**Contact/Phone: **Angelia Peacock 301-221-3743**Vendor No.: **T29027997A**NV Business ID: **NV20111334665**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing audiology 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: 06/01/2025

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:

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	03/01/2022 08:22:12 AM
Division Approval	gdavi6	03/01/2022 08:22:15 AM
Department Approval	ldeloach	03/01/2022 13:53:37 PM
Contract Manager Approval	rvradenb	03/03/2022 07:44:30 AM
Budget Analyst Approval	dspeed1	03/11/2022 11:22:23 AM
BOE Agenda Approval	laaron	03/14/2022 16:50:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25604**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: Lacuna Autism Services, LLC

Contractor Name: **Lacuna Autism Services, LLC**Address: **12846 Morning Breeze Way**City/State/Zip: **Peyton, CO 80831**

Contact/Phone: Joseph Creager 719-399-0970

Vendor No.: T32011074

NV Business ID: NV20212002039

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:

Previous contract has no historic use due to late award near end date of previous state solicitation.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	03/01/2022 08:20:43 AM
Division Approval	gdavi6	03/01/2022 08:20:45 AM
Department Approval	ldeloach	03/01/2022 13:26:08 PM
Contract Manager Approval	rvradenb	03/03/2022 07:42:30 AM
Budget Analyst Approval	laaron	03/11/2022 15:05:10 PM
BOE Agenda Approval	laaron	03/11/2022 15:05:12 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 CONTRACT1. Contract Number: **25622**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 Shamebo Sabore

Contractor Name: **Language Translation Services**Address: **24726 31 CT SW**City/State/Zip: **Federal Way, WA 98023**

Contact/Phone: Daniel Sabore 253-835-0107

Vendor No.: Pending

NV Business ID: NV20222367932

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 #: S1847-RV

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via remote over-the-phone, over-video-remote, in-person, communication access real-time translation (CART), captioning, and sign language 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 state does not have the personnel to perform these services, that require specialized training.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified to provide these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as part of a multi award solicitation 99SWC-S1847 to provided various in person, over the phone, video remote and document translation services.

d. Last bid date: 12/31/2021 Anticipated re-bid date: 09/01/2025

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 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:

DBA

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	03/04/2022 11:39:49 AM
Division Approval	gdavi6	03/04/2022 11:39:52 AM
Department Approval	ldeloach	03/04/2022 15:53:49 PM
Contract Manager Approval	rvradenb	03/07/2022 10:56:36 AM
Budget Analyst Approval	dspeed1	03/15/2022 17:07:20 PM
BOE Agenda Approval	laaron	03/21/2022 11:15:11 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 CONTRACT1. Contract Number: **25609**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: **LifeABA, LLC**Contractor Name: **LifeABA, LLC**Address: **6441 Pearcrest Road**City/State/Zip: **Las Vegas, NV 89108**Contact/Phone: **Matthew Sosa 702-670-0440**Vendor No.: **T32011517**NV Business ID: **NV20212108595**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 medical, mental health, applied behavioral analysis, autism treatment assistance program, behavioral support, disabilities support, 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: 05/31/2025

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	03/01/2022 08:21:32 AM
Division Approval	gdavi6	03/01/2022 08:21:34 AM
Department Approval	ldeloach	03/01/2022 13:41:30 PM
Contract Manager Approval	rvradenb	03/03/2022 07:43:37 AM
Budget Analyst Approval	laaron	03/11/2022 14:07:30 PM
BOE Agenda Approval	laaron	03/11/2022 14:07:35 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 CONTRACT1. Contract Number: **25610**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: **Limitless Behavioral Health & ABA Associates, LLC**Contractor Name: **Limitless Behavioral Health & ABA Associates, LLC**Address: **1701 N. Green Valley Pkwy Suite 9B**City/State/Zip: **Henderson, NV 89074**Contact/Phone: **James Rouse 725-444-3803**Vendor No.: **T27044613**NV Business ID: **NV20212069066**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 mental health services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,300,000.00****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: 06/01/2025

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:

Previous contract has no historical spend. Vendor awarded from previous RFQ for similar 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:

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	03/01/2022 08:21:46 AM
Division Approval	gdavi6	03/01/2022 08:21:48 AM
Department Approval	ldeloach	03/01/2022 13:45:20 PM
Contract Manager Approval	rvradenb	03/03/2022 07:43:52 AM
Budget Analyst Approval	dspeed1	03/10/2022 17:15:43 PM
BOE Agenda Approval	laaron	03/14/2022 16:21:45 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 CONTRACT1. Contract Number: **25611**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Lisa Campanaro
Agency Code:	MSA	Contractor Name:	Lisa Campanaro
Appropriation Unit:	9999 - All Categories	Address:	480 CASEY CT
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89506-9480
If "No" please explain:	Not Applicable	Contact/Phone:	Lisa Campanaro 775-677-2316
		Vendor No.:	T81106480
		NV Business ID:	NV20161375094

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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing host home and homeless youth 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: 06/01/2025

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:

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	03/01/2022 08:22:00 AM
Division Approval	gdavi6	03/01/2022 08:22:02 AM
Department Approval	ldeloach	03/01/2022 13:50:23 PM
Contract Manager Approval	rvradenb	03/03/2022 07:44:10 AM
Budget Analyst Approval	dspeed1	03/11/2022 11:28:04 AM
BOE Agenda Approval	laaron	03/14/2022 16:47:28 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25613**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: Liz Blieden Counseling, LLC

Contractor Name: **Liz Blieden Counseling, LLC**Address: **1090 E. Huffaker Ln**City/State/Zip: **Reno, NV 89511**

Contact/Phone: Liz Blieden 303-907-9338

Vendor No.: T32011410

NV Business ID: NV20212181946

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing counseling, marriage and family therapy, and mental health services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,600,000.00****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: 06/01/2025

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:

Department of Education, 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	03/01/2022 08:22:42 AM
Division Approval	gdavi6	03/01/2022 08:22:46 AM
Department Approval	ldeloach	03/01/2022 13:58:03 PM
Contract Manager Approval	rvradenb	03/03/2022 07:44:44 AM
Budget Analyst Approval	dspeed1	03/11/2022 11:17:35 AM
BOE Agenda Approval	laaron	03/14/2022 16:53:29 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 CONTRACT1. Contract Number: **25640**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MAPLE STAR NEVADA, LLC**Contractor Name: **MAPLE STAR NEVADA, LLC**Address: **855 West 7th St.
Suite 160**City/State/Zip: **Reno, NV 89503**Contact/Phone: **Antoinette Poulson 775-677-2216**Vendor No.: **T80990386B**NV Business ID: **NV19941085161**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 behavioral support, case management, counseling, early intervention, emergency shelter care, foster care, group home, marriage and family therapy, mental health, rehabilitation, residential provider, respite care, 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 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:
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	03/01/2022 08:23:34 AM
Division Approval	gdavi6	03/01/2022 08:23:36 AM
Department Approval	ldeloach	03/01/2022 14:25:21 PM
Contract Manager Approval	rvradenb	03/03/2022 07:45:36 AM
Budget Analyst Approval	laaron	03/11/2022 13:24:44 PM
BOE Agenda Approval	laaron	03/11/2022 13:24:46 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 CONTRACT1. Contract Number: **25645**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: **MARTHA B. MAHAFFEY, PH.D.**Contractor Name: **MARTHA B. MAHAFFEY, PH.D.**Address: **216 E. Liberty St.**City/State/Zip: **RENO, NV 89501**Contact/Phone: **Martha Mahaffey 775-846-6231**Vendor No.: **T81013056**NV Business ID: **NV20151034488**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 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: 06/01/2025

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:

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	03/01/2022 08:23:49 AM
Division Approval	gdavi6	03/01/2022 08:23:51 AM
Department Approval	ldeloach	03/01/2022 14:27:38 PM
Contract Manager Approval	rvradenb	03/03/2022 07:49:55 AM
Budget Analyst Approval	laaron	03/10/2022 15:03:42 PM
BOE Agenda Approval	laaron	03/10/2022 15:03:44 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 CONTRACT1. Contract Number: **25643**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: **MICHELLE G. PAUL, PH.D.**Contractor Name: **MICHELLE G. PAUL, PH.D.**Address: **4505 S. Maryland Parkway**City/State/Zip: **Las Vegas, NV 89154**Contact/Phone: **Michelle Paul 702-682-3269**Vendor No.: **T27038882**NV Business ID: **NV20161031291**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 and 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: 06/01/2025

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 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	03/01/2022 08:24:56 AM
Division Approval	gdavi6	03/01/2022 08:25:01 AM
Department Approval	ldeloach	03/01/2022 14:35:52 PM
Contract Manager Approval	rvradenb	03/03/2022 07:46:19 AM
Budget Analyst Approval	laaron	03/11/2022 13:19:14 PM
BOE Agenda Approval	laaron	03/11/2022 13:19:17 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 CONTRACT1. Contract Number: **25646**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: **MIJN CORPORATION**Contractor Name: **MIJN CORPORATION**Address: **3933 CAPTAIN JON AVE**City/State/Zip: **LAS VEGAS, NV 89104-5024**Contact/Phone: **Michael Narciso 702-334-2273**Vendor No.: **T29009865**NV Business ID: **NV20061224487**To what State Fiscal Year(s) will the contract be charged? **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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing community based living arrangements services.

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: 06/01/2025

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	03/01/2022 08:25:22 AM
Division Approval	gdavi6	03/01/2022 08:25:26 AM
Department Approval	ldeloach	03/01/2022 14:38:13 PM
Contract Manager Approval	rvradenb	03/03/2022 07:50:39 AM
Budget Analyst Approval	laaron	03/10/2022 14:59:20 PM
BOE Agenda Approval	laaron	03/10/2022 14:59:22 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25647**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: **MYRA THOMPSON PSYD, LLC**Contractor Name: **MINDFUL LIVING COUNSELING & CONSULTING SERVICES**Address: **P.O. Box 400755**City/State/Zip: **LAS VEGAS, NV 89140**Contact/Phone: **Myra Thompson 702-444-1373**Vendor No.: **T27037829**NV Business ID: **NV20151406016**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing psychiatry 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: 06/01/2025

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:

DHHS, agency satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Vendor is sole proprietor doing business as Mindful Living Counseling & Consulting Services.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	03/01/2022 08:26:15 AM
Division Approval	gdavi6	03/01/2022 08:26:20 AM
Department Approval	ldeloach	03/01/2022 15:21:44 PM
Contract Manager Approval	rvradenb	03/03/2022 07:39:20 AM
Budget Analyst Approval	laaron	03/10/2022 14:54:07 PM
BOE Agenda Approval	laaron	03/10/2022 14:54:10 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25652**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: **MINGO HEALTH SOLUTIONS, LLC**Contractor Name: **MINGO HEALTH SOLUTIONS, LLC**Address: **2715 E RUSSELL RD**City/State/Zip: **LAS VEGAS, NV 89120-2426**Contact/Phone: **Jocelyn Guerra 702-848-1696**Vendor No.: **T27041634**NV Business ID: **NV20161175240**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, marriage and family therapy, and occupational therapy.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,300,000.00****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: 06/01/2025

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:
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	03/01/2022 08:31:45 AM
Division Approval	gdavi6	03/01/2022 08:31:47 AM
Department Approval	ldeloach	03/01/2022 14:51:14 PM
Contract Manager Approval	rvradenb	03/03/2022 07:51:58 AM
Budget Analyst Approval	laaron	03/10/2022 14:40:00 PM
BOE Agenda Approval	laaron	03/10/2022 14:40:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25649**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: **MINKABOO, LLC**Contractor Name: **MINKABOO, LLC**Address: **1630 VAN NESS AVE**City/State/Zip: **RENO, NV 89503-1338**Contact/Phone: **Mario Trinidad 775-830-0999**Vendor No.: **T27039054**NV Business ID: **NV20151458648**To what State Fiscal Year(s) will the contract be charged? **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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing community based living arrangements services.

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: 06/01/2025

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:

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	03/01/2022 08:31:59 AM
Division Approval	gdavi6	03/01/2022 08:32:01 AM
Department Approval	ldeloach	03/01/2022 14:53:10 PM
Contract Manager Approval	rvradenb	03/03/2022 07:51:21 AM
Budget Analyst Approval	laaron	03/10/2022 14:49:43 PM
BOE Agenda Approval	laaron	03/10/2022 14:49:46 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 CONTRACT1. Contract Number: **25641**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: **MLS Enterprises, LLC**Contractor Name: **Making Learning Special**Address: **7042 Azure Beach Street**City/State/Zip: **Las Vegas, NV 89148**Contact/Phone: **Madonna Lazo-Smith 408-905-6127**Vendor No.: **T29044380**NV Business ID: **NV20211994465**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, home health care, pediatric, and speech pathology, therapy and 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 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?

No b. If "No", please explain:

Vendor practices under DBA of Making Learning Special

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	03/01/2022 08:23:21 AM
Division Approval	gdavi6	03/01/2022 08:23:23 AM
Department Approval	ldeloach	03/01/2022 14:20:06 PM
Contract Manager Approval	rvradenb	03/03/2022 07:45:51 AM
Budget Analyst Approval	laaron	03/11/2022 13:30:22 PM
BOE Agenda Approval	laaron	03/11/2022 13:30:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25644**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: **MeBe Nevada LLC**Contractor Name: **MeBe Nevada LLC**Address: **8885 Rio San Diego Dr. #40**City/State/Zip: **San Diego, CA 92108**Contact/Phone: **Esteban Gonzalez 619-323-0832**Vendor No.: **T29044487**NV Business ID: **NV20201717875**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, occupational therapy, pediatric services, speech pathology, therapy and counseling, applied behavioral analysis, autism treatment assistance program and related services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,700,000.00****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: 06/01/2025

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	03/01/2022 08:24:05 AM
Division Approval	gdavi6	03/01/2022 08:24:09 AM
Department Approval	ldeloach	03/01/2022 14:30:10 PM
Contract Manager Approval	rvradenb	03/03/2022 07:46:33 AM
Budget Analyst Approval	myoun3	03/22/2022 15:22:47 PM
BOE Agenda Approval	myoun3	03/22/2022 15:22:58 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 CONTRACT1. Contract Number: **25639**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: MedScope America, LLC

Contractor Name: **MedScope America, LLC**Address: **222 W. Lancaster Avenue**City/State/Zip: **Paoli, PA 19301**

Contact/Phone: Jerry Smith 800-645-2060

Vendor No.: T32010058

NV Business ID: NV20212295151

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:

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	03/01/2022 08:24:27 AM
Division Approval	gdavi6	03/01/2022 08:24:31 AM
Department Approval	ldeloach	03/01/2022 14:32:01 PM
Contract Manager Approval	rvradenb	03/03/2022 07:45:24 AM
Budget Analyst Approval	laaron	03/11/2022 15:08:57 PM
BOE Agenda Approval	laaron	03/11/2022 15:08:59 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 CONTRACT1. Contract Number: **25642**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: Mindcolor Autism, LLC

Contractor Name: **Mindcolor Autism, LLC**Address: **142 E. 16th St. Suite 12E**City/State/Zip: **New York, NY 10003**

Contact/Phone: James Qiu 833-646-3222

Vendor No.: T29044310

NV Business ID: NV20212051263

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 05/31/2025

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:

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	03/01/2022 08:25:49 AM
Division Approval	gdavi6	03/01/2022 08:25:53 AM
Department Approval	ldeloach	03/01/2022 14:42:24 PM
Contract Manager Approval	rvradenb	03/03/2022 07:46:05 AM
Budget Analyst Approval	laaron	03/11/2022 13:34:53 PM
BOE Agenda Approval	laaron	03/11/2022 13:34:55 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25648**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: Minds Moving Forward, LLC

Contractor Name: **Minds Moving Forward, LLC**Address: **P.O. Box 5113**City/State/Zip: **El Dorado Hills, CA 95762**

Contact/Phone: Hannah Ware 702-608-2622

Vendor No.: T29044937

NV Business ID: NV20212306613

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 behavioral support, counseling, early intervention, educational tutoring and support, marriage and family therapy, and mental health.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,100,000.00****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: 06/01/2025

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	03/01/2022 08:26:45 AM
Division Approval	gdavi6	03/01/2022 08:26:49 AM
Department Approval	ldeloach	03/01/2022 14:49:40 PM
Contract Manager Approval	rvradenb	03/03/2022 07:51:07 AM
Budget Analyst Approval	laaron	03/10/2022 14:33:31 PM
BOE Agenda Approval	laaron	03/10/2022 14:33:35 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 CONTRACT1. Contract Number: **25739**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	MAD Property and Tech, LLC
Agency Code:	MSA	Contractor Name:	Mobile Medical Services and Technology
Appropriation Unit:	9999 - All Categories	Address:	6464 Lower York Rd Suite A
Is budget authority available?:	Yes	City/State/Zip	New Hope, PA 18938
If "No" please explain:	Not Applicable	Contact/Phone:	Jack Kerins 833-256-2478
		Vendor No.:	T29045126
		NV Business ID:	NV20222333395

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2024**Contract term: **2 years and 275 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 governmental 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):

Elite Health
AnyPlace MD
OptumServe

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Statewide solicitation 99SWC-S1777 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?

No b. If "No", please explain:

Vendor operates under a trade name. SOS registration matches legal name.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	03/07/2022 13:15:12 PM
Division Approval	gdavi6	03/07/2022 13:15:15 PM
Department Approval	ldeloach	03/08/2022 09:37:44 AM
Contract Manager Approval	gdavi6	03/09/2022 14:24:48 PM
Budget Analyst Approval	dspeed1	03/15/2022 17:14:55 PM
BOE Agenda Approval	laaron	03/21/2022 10:41:30 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 CONTRACT1. Contract Number: **25653**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: **Moving Mountains BX, LLC**Contractor Name: **Moving Mountains BX, LLC**Address: **5429 Flora Spray St.**City/State/Zip: **Las Vegas, NV 89130**Contact/Phone: **Ashley Tarin 702-659-2035**Vendor No.: **T32011438**NV Business ID: **NV20212011948**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 behavioral support services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,000,000.00****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	03/01/2022 08:32:12 AM
Division Approval	gdavi6	03/01/2022 08:32:15 AM
Department Approval	ldeloach	03/01/2022 14:55:27 PM
Contract Manager Approval	rvradenb	03/03/2022 07:54:04 AM
Budget Analyst Approval	laaron	03/10/2022 14:45:29 PM
BOE Agenda Approval	laaron	03/10/2022 14:45:31 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 CONTRACT1. Contract Number: **25696**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ROBERT JOHNSON BCBA, LLC**Contractor Name: **NEVADA BEHAVIOR AND AUTISM**Address: **1900 Dennis Flat Rd.
Box 57**City/State/Zip: **Deeth, NV 89823-0057**Contact/Phone: **Marianne Johnson 775-340-8580**Vendor No.: **T27019966**NV Business ID: **NV20161024259**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

This vendor does business as NEVADA BEHAVIOR AND AUTISM

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	03/04/2022 11:45:00 AM
Division Approval	gdavi6	03/04/2022 11:45:03 AM
Department Approval	ldeloach	03/07/2022 10:44:09 AM
Contract Manager Approval	rvradenb	03/07/2022 10:51:01 AM
Budget Analyst Approval	dspeed1	03/11/2022 15:27:47 PM
BOE Agenda Approval	laaron	03/15/2022 09:36:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25654**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: **NEVADA BEST PCA, LLC**Contractor Name: **NEVADA BEST PCA, LLC**Address: **2575 MONTESSOURI ST SUITE 201**City/State/Zip: **LAS VEGAS, NV 89117-3060**Contact/Phone: **Sona Hakobyan 702-207-2526**Vendor No.: **T27041432**NV Business ID: **NV20161482332**To what State Fiscal Year(s) will the contract be charged? **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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:

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	03/01/2022 08:32:59 AM
Division Approval	gdavi6	03/01/2022 08:33:01 AM
Department Approval	ldeloach	03/01/2022 14:57:15 PM
Contract Manager Approval	rvradenb	03/03/2022 07:54:20 AM
Budget Analyst Approval	laaron	03/10/2022 14:24:30 PM
BOE Agenda Approval	laaron	03/10/2022 14:24:33 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 CONTRACT1. Contract Number: **25656**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: **NEVADA EDUCATION AND THERAPY SOLUTIONS, LLC**Contractor Name: **NEVADA EDUCATION AND THERAPY SOLUTIONS, LLC**Address: **491 Casazza Dr.**City/State/Zip: **RENO, NV 89502**Contact/Phone: **Rebecca Bailey-Torres 775-453-2148**Vendor No.: **T29041730**NV Business ID: **NV20151178341**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing speech pathology, therapy, and counseling and autism treatment assistance program services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$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: 06/01/2025

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:

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 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	03/01/2022 08:33:32 AM
Division Approval	gdavi6	03/01/2022 08:33:35 AM
Department Approval	ldeloach	03/01/2022 15:00:45 PM
Contract Manager Approval	rvradenb	03/03/2022 07:55:07 AM
Budget Analyst Approval	laaron	03/10/2022 14:10:52 PM
BOE Agenda Approval	laaron	03/10/2022 14:10:56 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 CONTRACT1. Contract Number: **25663**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: **NEXT LEVEL CONNECTIONS, LLC**Contractor Name: **NEXT LEVEL CONNECTIONS, LLC**Address: **8064 West Sahara Suite 100**City/State/Zip: **LAS VEGAS, NV 89117**Contact/Phone: **Karen Machay 702-829-8929**Vendor No.: **T27041016**NV Business ID: **NV20161110301**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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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: 06/01/2025

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:
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	03/04/2022 11:42:24 AM
Division Approval	gdavi6	03/04/2022 11:42:27 AM
Department Approval	ldeloach	03/07/2022 09:15:10 AM
Contract Manager Approval	rvradenb	03/07/2022 10:48:14 AM
Budget Analyst Approval	laaron	03/10/2022 14:06:03 PM
BOE Agenda Approval	laaron	03/10/2022 14:06:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25563**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: Never Give Up Residential, LLC

Contractor Name: **Never Give Up Residential, LLC**Address: **3020 South, NV-373**City/State/Zip: **Amargosa Valley, NV 89020**

Contact/Phone: Daniel Cox 435-705-1975

Vendor No.: Pending

NV Business ID: NV20212177481

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2026**Contract term: **4 years and 30 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 and residential provider 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: 06/01/2025

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	03/02/2022 12:14:49 PM
Division Approval	gdavi6	03/02/2022 12:14:52 PM
Department Approval	ldeloach	03/02/2022 13:37:08 PM
Contract Manager Approval	rvradenb	03/15/2022 15:11:59 PM
Budget Analyst Approval	dspeed1	03/15/2022 15:41:40 PM
BOE Agenda Approval	laaron	03/16/2022 16:29:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25661**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: **CHURCHILL COUNCIL ON ALCOHOL & OTHER DRUGS**Contractor Name: **New Frontier**Address: **1490 Grimes Street**City/State/Zip: **FALLON, NV 89406**Contact/Phone: **Lana Robards 775-423-1412**Vendor No.: **T10914301**NV Business ID: **NV19711002409**To what State Fiscal Year(s) will the contract be charged? **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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, general medicine, mental health, psychiatry, behavioral support, counseling, employment support, job development, marriage and family therapy, pre-employment, psychology, residential provider, senior care, 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 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?

No b. If "No", please explain:

Vendor uses the DBA New Frontier

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	03/01/2022 08:33:49 AM
Division Approval	gdavi6	03/01/2022 08:33:51 AM
Department Approval	ldeloach	03/01/2022 15:02:32 PM
Contract Manager Approval	rvradenb	03/03/2022 07:54:51 AM
Budget Analyst Approval	dspeed1	03/11/2022 12:29:32 PM
BOE Agenda Approval	laaron	03/14/2022 16:35:58 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 CONTRACT1. Contract Number: **25708**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: **ON OUR OWN, LLC**Contractor Name: **ON OUR OWN, LLC**Address: **3021 Battle Point Avenue**City/State/Zip: **North Las Vegas, NV 89031**

Contact/Phone: Chasity Rocquemore 702-348-8980

Vendor No.: T27042337

NV Business ID: NV20181337408

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 behavioral support, case management, community based living arrangements, 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: 05/31/2025

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:
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	03/04/2022 11:45:58 AM
Division Approval	gdavi6	03/04/2022 11:46:01 AM
Department Approval	ldeloach	03/07/2022 10:48:16 AM
Contract Manager Approval	rvradenb	03/07/2022 10:51:53 AM
Budget Analyst Approval	dspeed1	03/15/2022 15:12:03 PM
BOE Agenda Approval	laaron	03/21/2022 10:55:06 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25709**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: **ON POINT BEHAVIOR, LLC**Contractor Name: **ON POINT BEHAVIOR, LLC**Address: **4894 Sparks Blvd.
Suite 109**City/State/Zip: **SPARKS, NV 89436-2808**Contact/Phone: **Randi Melvin-Brown 702-715-8472**Vendor No.: **T32009364**NV Business ID: **NV20191609788**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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 respite care.

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: 06/01/2025

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:
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	03/04/2022 11:46:18 AM
Division Approval	gdavi6	03/04/2022 11:46:20 AM
Department Approval	ldeloach	03/07/2022 10:49:59 AM
Contract Manager Approval	rvradenb	03/07/2022 10:55:22 AM
Budget Analyst Approval	dspeed1	03/11/2022 14:41:02 PM
BOE Agenda Approval	laaron	03/15/2022 10:06:18 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 CONTRACT1. Contract Number: **25710**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: **OPPORTUNITY VILLAGE**Contractor Name: **OPPORTUNITY VILLAGE**Address: **6050 S. Buffalo Dr.**City/State/Zip: **LAS VEGAS, NV 89113**Contact/Phone: **Chuck Neuwohner 702-334-4663**Vendor No.: **PUR0005506A**NV Business ID: **NV19541000506**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, medical, applied behavioral analysis, assisted living, autism treatment assistance program, behavioral support, community based living arrangements, community work experience programs, customized employment, employment support, group home, job development, pre-employment, rehabilitation, residential provider, respite care, and supportive living arrangement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,000,000.00****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	03/04/2022 11:46:52 AM
Division Approval	gdavi6	03/04/2022 11:46:55 AM
Department Approval	ldeloach	03/07/2022 10:52:47 AM
Contract Manager Approval	rvradenb	03/07/2022 10:55:42 AM
Budget Analyst Approval	dspeed1	03/11/2022 15:04:31 PM
BOE Agenda Approval	laaron	03/15/2022 09:50:56 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25711**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: One World Therapy, LLC

Contractor Name: **One World Therapy, LLC**Address: **187 E. Warm Springs Rd.
Suite B #121**City/State/Zip: **Las Vegas, NV 89119**

Contact/Phone: Jaspreet Jagpal 530-329-6368

Vendor No.: T32011501

NV Business ID: NV20212198660

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, applied behavioral analysis, autism treatment assistance program, behavioral support, early intervention, educational tutoring and support, job development, marriage and family therapy, mental health, occupational therapy, and social worker.

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:

Awarded MSA for behavioral support services, no agency use to date.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	03/04/2022 11:47:12 AM
Division Approval	gdavi6	03/04/2022 11:47:14 AM
Department Approval	ldeloach	03/07/2022 10:54:32 AM
Contract Manager Approval	rvradenb	03/07/2022 10:55:59 AM
Budget Analyst Approval	dspeed1	03/11/2022 12:35:49 PM
BOE Agenda Approval	laaron	03/15/2022 10:34:50 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25700**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: **POWERLING, INC.**Contractor Name: **POWERLING, INC.**Address: **ONE BROADWAY
14TH FLOOR**City/State/Zip: **CAMBRIDGE, MA 02142**Contact/Phone: **SEBASTIAN CHOCHOIS 857-400-8723**Vendor No.: **Pending**NV Business ID: **NV20222374231**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 #: **S1847-RV**

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation and desktop publishing services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The State is required to provide services and official documents in languages other than English.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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-S1847 to provided various on demand translation and interpretation services statewide.

d. Last bid date: 12/31/2021 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:

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	03/04/2022 11:45:37 AM
Division Approval	gdavi6	03/04/2022 11:45:40 AM
Department Approval	ldeloach	03/07/2022 10:07:44 AM
Contract Manager Approval	rvradenb	03/07/2022 11:08:08 AM
Budget Analyst Approval	laaron	03/11/2022 10:38:20 AM
BOE Agenda Approval	laaron	03/11/2022 10:38:22 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25726**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: **PRESTON BASS INTERPRETING SERVICES, LLC**Contractor Name: **PRESTON BASS INTERPRETING SERVICES, LLC**Address: **PO BOX 370162**City/State/Zip: **LAS VEGAS, NV 89137-0162**Contact/Phone: **CAROLINE BASS 702-228-5181**Vendor No.: **T27008077A**NV Business ID: **NV20041135569**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 #: **S1847-RV**

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation and interpretation of languages via in-person, remote over-the-phone, over-video-remote, and remote sign language 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?

This service provides assistance to State employees who are required to provide access to these services for individuals and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to people with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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-S1847 to provided various on demand translation and interpretation services statewide.

d. Last bid date: 12/31/2021 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, the 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	03/04/2022 11:49:04 AM
Division Approval	gdavi6	03/04/2022 11:49:06 AM
Department Approval	ldeloach	03/04/2022 16:42:52 PM
Contract Manager Approval	rvradenb	03/07/2022 11:09:30 AM
Budget Analyst Approval	laaron	03/11/2022 10:03:48 AM
BOE Agenda Approval	laaron	03/11/2022 10:03:51 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25697**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Physicians of America
Agency Code:	MSA	Contractor Name:	Physicians of America
Appropriation Unit:	9999 - All Categories	Address:	3225 McLeod Dr. Suite 100
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89121
If "No" please explain:	Not Applicable	Contact/Phone:	Timothy Jeider, MD 702-246-2620
		Vendor No.:	T32010108
		NV Business ID:	NV20201790238

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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, pediatric, psychiatry, behavioral support, case management, counseling, marriage and family therapy, psychology, and residential provider.

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:

Statewide contract awarded, no use by agencies.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	03/04/2022 11:45:18 AM
Division Approval	gdavi6	03/04/2022 11:45:20 AM
Department Approval	ldeloach	03/07/2022 10:46:17 AM
Contract Manager Approval	rvradenb	03/07/2022 10:51:23 AM
Budget Analyst Approval	dspeed1	03/11/2022 14:45:40 PM
BOE Agenda Approval	laaron	03/15/2022 10:01:30 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 CONTRACT1. Contract Number: **25694**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: Rainbow Helpers, LLC

Contractor Name: **Rainbow Helpers, LLC**Address: **5852 S. Pecos Road Suite 3**City/State/Zip: **Las Vegas, NV 89120**

Contact/Phone: Joni Stumpf 702-268-7763

Vendor No.: T32009811

NV Business ID: NV20181101699

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing home health care, personal care, and respite care services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,900,000.00****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:

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	03/04/2022 11:44:28 AM
Division Approval	gdavi6	03/04/2022 11:44:32 AM
Department Approval	ldeloach	03/07/2022 09:38:11 AM
Contract Manager Approval	rvradenb	03/07/2022 10:50:28 AM
Budget Analyst Approval	dspeed1	03/11/2022 16:36:04 PM
BOE Agenda Approval	laaron	03/14/2022 12:21:12 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 CONTRACT1. Contract Number: **25691**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: **SDMI LIMITED PARTNERSHIP**Contractor Name: **STEINBERG DIAGNOSTIC MEDICAL IMAGING**Address: **7301 Peak Dr.
Suite 200**City/State/Zip: **LAS VEGAS, NV 89128**Contact/Phone: **Jerry Hartman 702-240-1232**Vendor No.: **T80915391A**NV Business ID: **NV19941026618**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing radiology 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: 06/01/2025

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:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Vendor does business as STEINBERG DIAGNOSTIC MEDICAL IMAGING

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	03/04/2022 11:43:36 AM
Division Approval	gdavi6	03/04/2022 11:43:39 AM
Department Approval	ldeloach	03/07/2022 09:30:49 AM
Contract Manager Approval	rvradenb	03/07/2022 10:49:25 AM
Budget Analyst Approval	dspeed1	03/15/2022 15:05:07 PM
BOE Agenda Approval	laaron	03/21/2022 11:05:51 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21354**Amendment Number: **2**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Legal Entity Name: **Securus Technologies, LLC**Agency Code: **MSA**Contractor Name: **Securus Technologies, LLC**Appropriation Unit: **9999 - All Categories**Address: **4000 International Parkway**Is budget authority available?: **Yes**City/State/Zip: **Carrollton, TX 75007**

If "No" please explain: Not Applicable

Contact/Phone: **Russell Roberts 972-277-0300**Vendor No.: **T27042658A**NV Business ID: **NV20201700188**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various Agencies

Agency Reference #: **99SWC-S26**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/15/2019**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2022**Contract term: **3 years and 351 days**4. Type of contract: **MSA**Contract description: **Inmate Kiosks**

5. Purpose of contract:

This is the second amendment to the original contract which provides telephone services for incarcerated offenders at all correctional facilities. This amendment increases the maximum amount from \$13,500,000 to \$14,500,000 due to a change in Federal Communications Commission regulations for inmate telephone surcharges.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$13,500,000.00	\$13,500,000.00	\$13,500,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
3. New maximum contract amount:	\$14,500,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department must provide inmates within the Nevada Correctional System access to telephones. The FCC updated the regulations for inmate telephone charges and only allows a commission that is equal to \$0.02 per minute associated with ITS agency operations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Historically, the Nevada Department of Corrections (NDOC) has outsourced the inmate telephone services to a vendor with the technical expertise and/or equipment necessary to provide this service. NDOC and other agencies within the State of Nevada do not have the technology to provide the telephone security required by the NDOC Inspector General.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

d. Last bid date: 03/07/2018 Anticipated re-bid date: 03/07/2021

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?

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	03/01/2022 16:32:27 PM
Division Approval	gdavi6	03/01/2022 16:32:32 PM
Department Approval	ldeloach	03/02/2022 08:17:07 AM
Contract Manager Approval	hmoon	03/07/2022 08:19:44 AM

Budget Analyst Approval
BOE Agenda Approval

dspeed1
laaron

03/11/2022 17:16:00 PM
03/21/2022 14:38:59 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25695**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: **THE CHILDREN'S CABINET, INC.**Contractor Name: **THE CHILDREN'S CABINET, INC.**Address: **1090 S ROCK BLVD**City/State/Zip: **RENO, NV 89502-7116**Contact/Phone: **Kim Young 775-856-6200**Vendor No.: **T80943883**NV Business ID: **NV19851020784**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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, counseling, and marriage and family therapy services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000,000.00****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	03/04/2022 11:44:45 AM
Division Approval	gdavi6	03/04/2022 11:44:48 AM
Department Approval	ldeloach	03/07/2022 10:33:45 AM
Contract Manager Approval	rvradenb	03/07/2022 10:50:43 AM
Budget Analyst Approval	dspeed1	03/11/2022 16:48:40 PM
BOE Agenda Approval	laaron	03/14/2022 12:13:58 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 CONTRACT1. Contract Number: **25692**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	THERAPY MANAGEMENT GROUP, LLC
Agency Code:	MSA	Contractor Name:	THERAPY MANAGEMENT GROUP, LLC
Appropriation Unit:	9999 - All Categories	Address:	8020 W SAHARA AVE SUITE 160
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89117-7917
If "No" please explain:	Not Applicable	Contact/Phone:	Mark James 702-401-4017
		Vendor No.:	T27023183
		NV Business ID:	NV20031166309

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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, case management, early intervention, occupational therapy, physical therapy, 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: **\$8,500,000.00****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: 06/01/2025

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:
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	03/04/2022 11:43:54 AM
Division Approval	gdavi6	03/04/2022 11:43:56 AM
Department Approval	ldeloach	03/07/2022 09:33:05 AM
Contract Manager Approval	rvradenb	03/07/2022 10:49:40 AM
Budget Analyst Approval	dspeed1	03/15/2022 15:45:14 PM
BOE Agenda Approval	laaron	03/16/2022 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 CONTRACT1. Contract Number: **25720**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: **TRANSFECTIVE LANGUAGE SERVICES, LLC**Contractor Name: **TRANSFECTIVE LANGUAGE SERVICES, LLC**Address: **1820 AVENUE M**City/State/Zip: **BROOKLYN, NY 11230**Contact/Phone: **MICHELLE WEST 315-215-0918**Vendor No.: **T29045102**NV Business ID: **NV20222371868**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 #: **S1847-RV**

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation and desktop publishing services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This service provides assistance to State employees who are required to provide access to these services for individuals and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to people with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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-S1847 to provided various on demand translation and interpretation services statewide.

d. Last bid date: 12/31/2021 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	03/04/2022 11:48:12 AM
Division Approval	gdavi6	03/04/2022 11:48:14 AM
Department Approval	ldeloach	03/04/2022 16:26:22 PM
Contract Manager Approval	rvradenb	03/07/2022 11:10:26 AM
Budget Analyst Approval	laaron	03/11/2022 09:26:38 AM
BOE Agenda Approval	laaron	03/11/2022 09:26:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25689**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: Garden Foundation, Inc.

Contractor Name: **The Garden Foundation**Address: **7485 W. Azure Dr.
Suite 130**City/State/Zip: **Las Vegas, NV 89130**

Contact/Phone: Taylor Gardner Chaney 702-488-7566

Vendor No.: T27043521

NV Business ID: NV20171276636

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 306 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, behavioral support, community work experience programs, disabilities support, pre-employment, and respite care.

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?

No b. If "No", please explain:

The vendor uses a DBA of The Garden Foundation.

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	03/04/2022 11:42:59 AM
Division Approval	gdavi6	03/04/2022 11:43:02 AM
Department Approval	ldeloach	03/07/2022 09:23:21 AM
Contract Manager Approval	rvradenb	03/07/2022 10:48:53 AM
Budget Analyst Approval	dspeed1	03/11/2022 17:02:13 PM
BOE Agenda Approval	laaron	03/14/2022 13:43:21 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 CONTRACT1. Contract Number: **25718**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: **WORLDWIDE INTERPRETERS, INC.**Contractor Name: **WORLDWIDE INTERPRETERS, INC.**Address: **1322 SPACE PARK DR.
SUITE C245**City/State/Zip: **HOUSTON, TX 77058**Contact/Phone: **JAMES VILLARREAL 713-941-1911**Vendor No.: **T32012112**NV Business ID: **NV20222367413**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 #: **S1847-RV**

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 Applicable3. Termination Date: **03/31/2026**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

This is a new contract to provide ongoing document translation, desktop publishing, and interpretation of languages via remote over-the-phone, over-video-remote, and sign language 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?

This service provides assistance to State employees, agencies, and citizens who are required to provide or need access to these services for individuals and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to people with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified 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-S1847 to provided various on demand translation and interpretation services statewide.

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:

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	03/04/2022 11:47:54 AM
Division Approval	gdavi6	03/04/2022 11:47:56 AM
Department Approval	ldeloach	03/04/2022 16:21:11 PM
Contract Manager Approval	rvradenb	03/07/2022 11:10:09 AM
Budget Analyst Approval	laaron	03/11/2022 11:02:45 AM
BOE Agenda Approval	laaron	03/11/2022 11:02:48 AM
BOE Final Approval	Pending	

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	DESERT ORTHOPEDIC CENTER	OTHER: TORT CLAIM FUNDS	\$42,000	Professional Service
	Contract Description:	This is a new contract to provide expert witness services for case number A-20-807953-C for Kobler v. Taxicab Authority.				
		Term of Contract:	03/02/2022 - 01/31/2023	Contract # 25596		
2.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	GINSBURG NEUROLOGY, PLLC	OTHER: TORT CLAIM FUNDS	\$29,000	Professional Service
	Contract Description:	This is a new contract to provide expert witness services for case number A-20-807953-C for Kobler v. Taxicab Authority.				
		Term of Contract:	03/02/2022 - 06/30/2023	Contract # 25592		
3.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	KIRKENDALL CONSULTING GROUP, LLC	OTHER: TORT CLAIM FUNDS	\$10,970	Professional Service
	Contract Description:	This is a new contract to provide expert witness services for case number A-20-807953-C Kobler vs. Taxicab Authority.				
		Term of Contract:	03/10/2022 - 06/30/2023	Contract # 25719		
4.	040	SECRETARY OF STATE'S OFFICE	SK BASEBALL, LLC	GENERAL	\$23,000	
	Contract Description:	This is a new contract to provide ongoing digital advertising for SilverFlume, Nevada's business portal, at the Reno Aces ballpark.				
		Term of Contract:	03/18/2022 - 10/01/2023	Contract # 25802		
5.	070	DEPARTMENT OF ADMINISTRATION - HUMAN RESOURCE MANAGEMENT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, LAS VEGAS	OTHER: CERTIFIED PUBLIC MANAGER ASSESSMENT	\$35,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing classroom curriculum and instructional services for the Nevada Certified Public Managers Program.				
		Term of Contract:	07/01/2022 - 06/30/2024	Contract # 25424		
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	GLASS GUARD USA, LLC	OTHER: BUILDING RENTAL INCOME REVENUE	\$26,275	
	Contract Description:	This is a new contract to install window tinting at the Department of Motor Vehicles facility on North Decatur Blvd. in Las Vegas.				
		Term of Contract:	02/28/2022 - 04/15/2022	Contract # 25435		

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	GLASS GUARD USA, LLC	OTHER: BUILDING RENTAL INCOME REVENUE	\$11,250	
	Contract Description:	This is a new contract to install window tinting at the Department of Motor Vehicles facility on North Flamingo Road in Las Vegas.				
		Term of Contract:	02/28/2022 - 04/02/2022	Contract # 25438		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	TREE SOLUTIONS, LLC	OTHER: BUILDING RENTAL INCOME REVENUE	\$18,253	
	Contract Description:	This is a new contract to provide arborist services for state-owned buildings in southern Nevada.				
		Term of Contract:	02/28/2022 - 02/11/2026	Contract # 25307		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	CMB CONSULTANTS, LLC	HIGHWAY	\$13,500	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Department of Motor Vehicles Silverado Ranch Advance Planning CIP project, including schematic design meetings, design and construction document drawing and specification reviews, energy review, testability review, building enclosure commissioning plan, and bid set backchecks required for the Silverado Ranch Facility advanced planning project: CIP Project No. 21-P06; SPWD Contract No. 114635.				
		Term of Contract:	02/25/2022 - 06/30/2025	Contract # 25593		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - CULTURAL AFFAIRS CIP PROJECTS - NON-EXEC	KL&A, INC.	BONDS	\$10,500	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Lost City Museum, Historic Pit House, and Adobe Pueblos Repair CIP project, including site assessments, structural investigation, and analysis of existing framing for renovation and repair of the Adobe Pueblos and Pit House: CIP Project No. 21-M41; SPWD Contract No. 114621.				
		Term of Contract:	02/25/2022 - 06/30/2025	Contract # 25589		
11.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS-TOURISM	COMPUTER PROJECTION SYSTEMS, LLC DBA CCS PRESENTATION SYSTEMS	OTHER: LODGING TAX	\$11,700	
	Contract Description:	This is a new contract to provide maintenance service for the audiovisual system.				
		Term of Contract:	02/16/2022 - 01/31/2025	Contract # 25514		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	111	DEPARTMENT OF INDIGENT DEFENSE SERVICES	SOVAL SOLUTIONS, LLC	GENERAL	\$33,600	
	Contract Description:	This is a new contract to provide analysis, development and evaluation of data.				
13.	240	DEPARTMENT OF VETERANS SERVICES - SOUTHERN NEVADA VETERANS HOME ACCOUNT	INTIAM, INC. DBA HI TECH COMMERCIAL SERVICE	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$12,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing diagnosis and repairs to dietary equipment. This amendment increases the maximum amount from \$10,000 to \$22,000 due to the increased use of this service.				
14.	240	DEPARTMENT OF VETERANS SERVICES - GENERAL VETERANS SERVICES-FEES - NON-EXEC	DEPARTMENT OF ADMINISTRATION, STATE LIBRARY AND ARCHIVES AND PUBLIC RECORDS	OTHER: DONATIONS	\$28,710	Exempt
	Contract Description:	This is a new interlocal contract to provide a data housing platform to store and manage data.				
15.	240	DEPARTMENT OF VETERANS SERVICES - GENERAL VETERANS SERVICES-FEES - NON-EXEC	SAMUAL BREEN, LLC	OTHER: DONATIONS	\$16,200	
	Contract Description:	This is a new contract to provide for the marketing of veteran services utilizing multiple media platforms.				
16.	240	DEPARTMENT OF VETERANS SERVICES - GENERAL VETERANS SERVICES-FEES - NON-EXEC	THE FACTORY, LLC	OTHER: DONATIONS	\$16,200	
	Contract Description:	This is a new contract to provide ongoing video production services to memorialize deceased veterans.				
		Term of Contract:	02/25/2022 - 03/01/2023	Contract # 25584		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	300	DEPARTMENT OF EDUCATION - PROFICIENCY TESTING	DATA RECOGNITION CORPORATION	GENERAL	\$19,405	
	Contract Description:	This is the eleventh amendment to the original contract which provides Nevada Ready Student Assessment System services and support, statewide, on an as-needed basis. This amendment increases the amount of the contract from \$82,188,013.45 to \$82,207,418.45 due to increased testing dates.				
		Term of Contract:	08/11/2015 - 08/31/2023	Contract # 16894		
18.	300	DEPARTMENT OF EDUCATION - COVID-19 FUNDING	WHITNEY PEAK HOTEL	FEDERAL	\$18,271	
	Contract Description:	This is a new contract to provide a venue to host four Restorative Justice Practice training proposed to meet requirements set forth by District Restorative Discipline Plans.				
		Term of Contract:	03/02/2022 - 06/30/2022	Contract # 25666		
19.	333	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - NEVADA ARTS COUNCIL	LIFETIME ARTS, INC.	OTHER: CREATIVE AGING GRANT 70% FEDERAL 30%	\$33,000	
	Contract Description:	This is a new contract to provide training in developing and implementing Creative Aging programs for Nevada's libraries and teaching artists.				
		Term of Contract:	03/07/2022 - 12/31/2022	Contract # 25620		
20.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES DIVISION - COMMISSION FOR PERSONS WHO ARE DEAF AND HARD OF HEARING	AMERICAN SIGN LANGUAGE	GENERAL 31.5% OTHER: TELE-COMMUNICATIONS DEVICE FOR THE DEAF 68.5%	\$18,915	
	Contract Description:	This is a new contract to provide ongoing sign language interpreting services.				
		Term of Contract:	02/28/2022 - 06/30/2022	Contract # 25585		
21.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	APPLIED SELF-DIRECTION, LLC	FEDERAL	\$49,500	Sole Source
	Contract Description:	This is a new contract to provide procurement services and technical assistance for a financial management services vendor that will a self-directed care model for personal care services.				
		Term of Contract:	03/01/2022 - 02/28/2024	Contract # 25567		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	HERO ENVIRONMENTAL SERVICES	GENERAL	\$40,000	
		Contract Description: This is a new contract to provide equipment and technicians for bio-hazardous clean-up.				
		Term of Contract:	02/25/2022 - 02/01/2024	Contract # 25436		
23.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NOTE ABLE MUSIC THERAPY SERVICES	GENERAL	\$49,500	
		Contract Description: This is a new contract to provide ongoing music therapy for clients at the Dini-Townsend Hospital.				
		Term of Contract:	03/21/2022 - 06/30/2024	Contract # 25508		
24.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH ADMINISTRATION	PUBLIC CONSULTING GROUP, LLC	OTHER: COST ALLOCATION; INDIRECT	(\$83,302)	Sole Source
		Contract Description: This is the second amendment to the original contract which provides cost allocation development, support and reporting. This amendment extends the termination date from March 31, 2022 to June 30, 2023 and decreases the maximum amount from \$148,127 to \$64,825 due to a decreased utilization and the continued need for these services.				
		Term of Contract:	05/11/2021 - 06/30/2023	Contract # 23457		
25.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	RENOWN MEDICAL SCHOOL ASSOCIATES NORTH, INC.	FEDERAL	\$14,784	
		Contract Description: This is a new contract to provide ongoing medical consultation on tuberculosis (TB) disease and infection to the Community Health Services and Carson City Health and Human Services TB programs.				
		Term of Contract:	01/01/2022 - 12/31/2023	Contract # 25555		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	COMPUTER PROJECTION SYSTEMS, LLC	GENERAL 30% FEDERAL 70%	\$20,222	
	Contract Description:	This is a new contract to provide installation and integrate audiovisual equipment in conference rooms located in the Central Office and the Southern Professional Development Center.				
		Term of Contract:	03/11/2022 - 02/28/2023	Contract # 25546		
27.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SUMMIT VIEW YOUTH CENTER	FUTURE BUILDERS OF AMERICA DBA INNOVATIVE HEALTH AND WELLNESS	GENERAL	\$99,834	
	Contract Description:	This is a new contract to provide gang prevention training to adjudicated youth.				
		Term of Contract:	03/15/2022 - 02/28/2026	Contract # 25383		
28.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	MARK S. PRESTON DBA PRESTON	FEDERAL	\$10,000	
	Contract Description:	This is a new contract to provide and disseminate the findings of a multi-year evaluation of the foster kinship navigation program.				
		Term of Contract:	02/16/2022 - 12/31/2022	Contract # 25398		
29.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	SKY HIGH COACHING, LLC	GENERAL 64% FEDERAL 36%	\$40,000	
	Contract Description:	This is a new contract to provide ongoing federally mandated monthly visits for children that are placed outside Nevada in a residential facility.				
		Term of Contract:	02/16/2022 - 06/30/2022	Contract # 25309		
30.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	NEVADA YOUTH EMPOWERMENT PROJECT	GENERAL 50% OTHER: COUNTY REIMBURSEMENT 50%	\$28,500	Exempt
	Contract Description:	This is a new contract to provide a community living program to young women ages 18-24.				
		Term of Contract:	12/27/2021 - 06/30/2022	Contract # 25417		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
31.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NORTHERN NEVADA CHILD AND ADOLESCENT SERVICES	EC CONSTRUCTION, LLC	GENERAL 90% FEDERAL 10%	\$17,232	
		Contract Description: This is a new contract to provide for a kitchen remodel in Building 8A.				
		Term of Contract:	02/28/2022 - 06/30/2022	Contract # 25451		
32.	431	OFFICE OF THE MILITARY	CARDNO GS, INC.	FEDERAL	\$46,865	
		Contract Description: This is the second amendment to the original contract which provides for a physical inventory and condition analysis of Guard facilities throughout the state. This amendment increases the maximum amount from \$320,000.00 to \$366,864.82 due to additional inspections.				
		Term of Contract:	04/10/2018 - 04/09/2022	Contract # 19799		
33.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - FEDERAL PROGRAMS- NON-EXEC	GKB STRATEGIES DBA THE BLUEPRINT COLLABORATIVE	OTHER: STATE PARKS FACILITY & GROUNDS MAINTENANCE 41% FEDERAL 59%	\$39,750	Sole Source
		Contract Description: This is the second amendment to the original contract which provides a Statewide Comprehensive Outdoor Recreation Plan. This amendment increases the maximum amount from \$147,850 to \$187,600 due to additional editing and formatting changes, including a full Spanish translation of the plan.				
		Term of Contract:	10/13/2020 - 12/31/2023	Contract # 23566		
34.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	LAUGHLIN RIVER JET SKI RENTALS	OTHER: REVENUE	\$30,000	
		Contract Description: This is a new revenue contract to provide watercraft rental at Big Bend of the Colorado State Recreation Area.				
		Term of Contract:	03/01/2022 - 02/28/2023	Contract # 25299		
35.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	TAHOE JACK'S ADVENTURE AUTHORITY	OTHER: REVENUE	\$10,000	
		Contract Description: This is a new revenue contract to provide non-motorized tours at Sand Harbor, Spooner Lake, Cave Rock, and Van Sickle State Parks.				
		Term of Contract:	03/14/2022 - 04/30/2023	Contract # 25730		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
36.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - MAINTENANCE OF STATE PARKS- NON-EXEC	AMBIENT EDGE, LLC	FEE: MAINTENANCE OF STATE PARKS	\$50,792	
	Contract Description:	This is a new contract to provide replacement of five air handling units at Valley of Fire State Park.				
37.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP - NON-EXEC	UNITED STATES DEPARTMENT OF INTERIOR	OTHER: PASS-THROUGH 56% FEDERAL 44%	\$60,000	Exempt
	Contract Description:	This is the first amendment to the original joint funding agreement which provides ongoing cooperative water data monitoring in the Carlin Trend area. This amendment increases the maximum amount from \$374,656 to \$434,656 due to additional federal funding available from the U.S. Geological Survey to provide operation and maintenance of the streamflow gages.				
38.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	GANNETT FLEMING, INC.	GENERAL	\$17,260	
	Contract Description:	This is the third amendment to the original contract which provides professional engineering services for the safe management of South Fork Dam. This amendment increases the maximum amount from \$539,341 to \$556,601 due to the need to perform pre-construction services related to the South Fork Dam Seepage Remediation project.				
39.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	UNITED STATES DEPARTMENT OF INTERIOR	GENERAL 51% FEDERAL 49%	\$50,000	Exempt
	Contract Description:	This is the first amendment to the joint funding agreement which provides ongoing operation and maintenance of a streamflow network of 24 gages and a reservoir gage, groundwater level data collection, data entry and review, web-based publication, and an annual publication. This amendment increases the maximum amount from \$819,910 to \$869,910 due to additional federal funding available from the U.S. Geological Survey to provide operation and maintenance of the streamflow gages.				
		Term of Contract:	07/01/2021 - 06/30/2023	Contract # 24359		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
40.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	SOMERSET ACADEMY OF LAS VEGAS	FEDERAL	\$10,999	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement which provides Pre-Employment Transition Services (ETS) to disabled youth, ages 14-22. This amendment extends the termination date from June 30, 2022 to September 30, 2022 and increases the maximum amount from \$20,001 to \$31,000 due to the addition of a Spring 2022 Pre-ETS Camp and the continued need for these services.				
	Term of Contract:	10/19/2021 - 09/30/2022	Contract # 24955			
41.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	CAREER DEVELOPMENT SOLUTIONS LLC DBA NEW HORIZONS COMPUTER LEARNING	FEDERAL	\$50,000	
	Contract Description:	This is a new contract to provide tuition and fee support for Help Desk Support & Data Analyst training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/23/2023	Contract # 25464			
42.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	ELECTRICAL JOINT APPRENTICESHIP TRAINING TRUST	FEDERAL	\$50,000	
	Contract Description:	This is a new contract to provide tuition and fee support for Occupational Safety and Health Administration training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25521			
43.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	GOODWILL INDUSTRIES OF SOUTHERN NEVADA	FEDERAL	\$70,000	
	Contract Description:	This is a new contract to provide tuition and fee support for plumbing and heating, ventilation and air conditioning training for dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25462			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
44.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	HIGH SIERRA AREA HEALTH EDUCATION CENTER	FEDERAL	\$10,875	
	Contract Description:	This is a new contract to provide tuition and fee support for community health worker training for dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25457			
45.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	NCLAB	FEDERAL	\$70,000	
	Contract Description:	This is a new contract to provide tuition and fee support for information technology training for dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/23/2023	Contract # 25456			
46.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	NORTHERN NEVADA ELECTRICAL TRAINING TRUST	FEDERAL	\$35,500	
	Contract Description:	This is a new contract to provide tuition and fee support for pre-apprenticeship electrical training for dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25488			
47.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	PROFESSIONAL INSTITUTE OF TECHNOLOGY, INC.	FEDERAL	\$80,000	
	Contract Description:	This is a new contract to provide tuition and fee support for information technology training for dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25463			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
48.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	TECH IMPACT	FEDERAL	\$90,000	
	Contract Description:	This is a new contract to provide tuition and fee support for information technology training for dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25460			
49.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	V SCHOOL DBA CODING CAMPUS	FEDERAL	\$80,000	
	Contract Description:	This is a new contract to provide tuition and fee support for information technology training for dislocated and underemployed workers, new job seekers and/or limited English proficient adults.				
	Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25524			
50.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO WESTERN NEVADA COLLEGE	FEDERAL	\$40,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide funding to approved Registered Apprenticeship Programs.				
	Term of Contract:	01/01/2022 - 06/30/2022	Contract # 25336			
51.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ESD ADMINISTRATION	MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY, INC.	OTHER: EMPLOYMENT SECURITY DIVISION ADMINISTRATION	\$31,000	
	Contract Description:	This is a new contract to provide ongoing heating, ventilation and air conditioning maintenance services to the facilities located in southern Nevada.				
	Term of Contract:	03/17/2022 - 01/19/2026	Contract # 25476			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
52.	B005	LICENSING BOARDS AND COMMISSIONS - CHIROPRACTIC PHYSICIANS	NUMBERS, INC.	FEE: LICENSURE	\$16,800	
	Contract Description:	This is a new contract to provide ongoing bookkeeping and payroll services.				
		Term of Contract:	02/17/2022 - 06/30/2024	Contract # 25576		
53.	B011	LICENSING BOARDS AND COMMISSIONS - CONTRACTORS	JILL GREINER	FEE: LICENSURE	\$50,000	Professional Service
	Contract Description:	This is a new contract to provide hearing officer services.				
		Term of Contract:	03/15/2022 - 03/31/2024	Contract # 25782		
54.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	ENDUNAMO CONSULTING, LLC	FEE: LICENSURE	\$35,000	Professional Service
	Contract Description:	This is a new contract to provide an impartial workplace investigation.				
		Term of Contract:	01/12/2022 - 04/30/2022	Contract # 25560		
55.	B023	LICENSING BOARDS AND COMMISSIONS - PHYSICAL THERAPY EXAMINERS	NUMBERS, INC.	FEE: LICENSURE	\$12,000	
	Contract Description:	This is a new contract to provide accounting services.				
		Term of Contract:	01/01/2022 - 12/31/2023	Contract # 25577		
56.	B026	LICENSING BOARDS AND COMMISSIONS - OSTEOPATHIC MEDICINE	THENTIA USA, INC.	FEE: LICENSURE	\$45,000	
	Contract Description:	This is a new contract to provide cloud-based software as a service licensing management and data system.				
		Term of Contract:	03/02/2022 - 03/31/2025	Contract # 25523		
57.	B031	LICENSING BOARDS AND COMMISSIONS - OCCUPATIONAL THERAPY	J.K. BELZ & ASSOCIATES DBA BELZ & CASE GOVERNMENT AFFAIRS	FEE: LICENSURE	\$48,000	
	Contract Description:	This is a new contract to provide legislative assistance and lobbying services.				
		Term of Contract:	02/17/2022 - 12/31/2023	Contract # 25525		

INFORMATION MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		DEPARTMENT OF ADMINISTRATION - PURCHASING DIVISION	JEIDER LIMITED	OTHER: VARIOUS AGENCIES	\$93,000	
	Contract Description:	This is the first amendment to the original contract which provides psychiatry services. This amendment increases the maximum amount from \$250,000 to \$343,000 due to the increased need for these services.				
		Term of Contract:	11/13/2018 - 06/30/2022	Contract # 21126		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25596**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: **DESERT ORTHOPAEDIC CENTER**Contractor Name: **DESERT ORTHOPAEDIC CENTER**Address: **2800 EAST DESERT INN ROAD**City/State/Zip: **LAS VEGAS, NV 89121**Contact/Phone: **702/731-1616**Vendor No.: **T12383500C**NV Business ID: **NV19701001872**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 %	X Other funding	100.00 % TORT CLAIM FUNDS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/02/2022**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2023**Contract term: **335 days**4. Type of contract: **Contract**Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract which provides expert witness services in case number A-20-807953-C for Kobler v. Taxicab Authority.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Dr. Bassewitz is expected to review Plaintiff's medical records, issue a written initial expert opinion and any necessary rebuttal, and testify in court and/or via deposition.

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 Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. 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	jhoba2	02/14/2022 14:12:49 PM
Division Approval	cdavis	02/14/2022 14:15:28 PM
Department Approval	jhoba2	03/02/2022 09:54:20 AM
Contract Manager Approval	Iramire7	03/02/2022 09:56:25 AM
Budget Analyst Approval	jcoope8	03/02/2022 10:43:09 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25592**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: Ginsburg Neurology, PLLC

Contractor Name: **Ginsburg Neurology, PLLC**Address: **851 Rampart Blvd Ste 115**City/State/Zip: **Las Vegas, NV 89145**

Contact/Phone: 702-778-9300

Vendor No.: pending

NV Business ID: NV20171467098

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 %	X Other funding	100.00 % Tort Claim Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/02/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **1 year and 119 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 for Kobler v. Taxicab Authority.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Dr. Ginsburg will be reviewing the Plaintiff's medical records, issuing a written expert opinion and providing any necessary rebuttal and testimony.

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 Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. 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:

Sabrina Clinton, DAG Ph: 702-486-5708

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cdavis	02/11/2022 12:15:47 PM
Division Approval	jhoba2	02/11/2022 15:19:59 PM
Department Approval	jhoba2	02/11/2022 15:20:19 PM
Contract Manager Approval	Iramire7	03/01/2022 15:34:23 PM
Budget Analyst Approval	jcoope8	03/02/2022 09:16:54 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25719**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: KIRKENDALL CONSULTING GROUP, LLC
Agency Code: 030	Contractor Name: KIRKENDALL CONSULTING GROUP, LLC
Appropriation Unit: 1348-15	Address: 1522 W WARM SPRINGS RD
Is budget authority available?: Yes	City/State/Zip: HENDERSON, NV 89014
If "No" please explain: Not Applicable	Contact/Phone: 702-313-1560
	Vendor No.: T27044407
	NV Business ID: NV20001101582

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 %	X Other funding	100.00 % TORT CLAIM FUNDS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/10/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **1 year and 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 vs. Taxicab Authority.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,970.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Expert witness services are needed to review Plaintiff's financial records and any reports of past/future financial losses, issue a written opinion rebutting claims of financial loss and testify in court and/or via deposition.

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 type of matter9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. 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:

Nancy Katafias, Tort Claims Manager Ph: 775-684-1252

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cdavis	03/04/2022 09:27:47 AM
Division Approval	cdavis	03/04/2022 09:28:01 AM
Department Approval	jhoba2	03/04/2022 10:57:47 AM
Contract Manager Approval	Iramire7	03/04/2022 11:11:53 AM
Budget Analyst Approval	jcoope8	03/10/2022 10:43:46 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25802**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1050-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SK BASEBALL, LLC**Contractor Name: **SK BASEBALL, LLC**Address: **RENO ACES BASEBALL CLUB
250 EVANS AVE**City/State/Zip: **RENO, NV 89501-1513**Contact/Phone: **MAX MARGULIES 775/334-7073**Vendor No.: **T32001600**NV Business ID: **NV20071509495**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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/18/2022**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/01/2023**Contract term: **1 year and 197 days**4. Type of contract: **Contract**Contract description: **Advertising**

5. Purpose of contract:

This is a new contract to provide ongoing digital advertising for SilverFlume, Nevada's business portal, at the Reno Aces ballpark.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

SK Baseball LLC is the sole provider of advertising at the Reno Aces ballpark. No outside vendors are authorized to advertise at the ballpark.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees have neither the expertise nor the contractual ability to adventure through channels at the Reno Aces ballpark.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

SK Baseball LLC is the sole provider of advertising at the Reno Aces ballpark. No outside vendors are authorized to advertise at the ballpark.

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	shudder	03/15/2022 08:44:32 AM
Division Approval	shudder	03/15/2022 08:44:36 AM
Department Approval	shudder	03/15/2022 08:44:40 AM
Contract Manager Approval	adale	03/15/2022 10:35:21 AM
Budget Analyst Approval	hfield	03/18/2022 15:36:26 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25424**Agency Name: **ADMIN - DIVISION OF HUMAN
RESOURCE MANAGEMENT**Agency Code: **070**Appropriation Unit: **1363-09**Is budget authority
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity
Name: **BOARD OF REGENTS-UNLV**Contractor Name: **BOARD OF REGENTS-UNLV**Address: **UNLV OFFICE OF ADMISSIONS
4505 S MARYLAND PKWY MS 451021**City/State/Zip: **LAS VEGAS, NV 89154**Contact/Phone: **Dr. Jayce Farmer 702/972-5878**Vendor No.: **D35000813B**NV Business ID: **Not applicable**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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 %	X Other funding	100.00 % Certified Public Manager Assessment

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 **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2024**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Instructional Svcs**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing training of which University of Nevada, Las Vegas (UNLV) School of Public Policy and Leadership faculty provides classroom curriculum and instructional services for the Nevada Certified Public Managers Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Payment for services will be made at the rate of \$700.00 per day

Other basis for payment: \$16,700.00 for FY2023 / \$18,300.00 for FY2024 - Travel Expenses paid per NV GSA Rates

II. JUSTIFICATION

7. What conditions require that this work be done?

The NVCPM program's curriculum contains instructional content demands that cannot be met internally and the UNLV faculty from the School of Public Policy and Leadership are known experts in the knowledge areas, possess significant instructional experience, and have previously delivered their expertise to the CPM program under a different contract.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees assigned to the CPM program are working full-time on program administration as well as curriculum design and delivery for the introductory level CPM courses. UNLV's expertise in public policy and administration is needed to provide the expected rigor necessary to maintain the program's national accreditation. National accreditation is contingent on the program having a formalized relationship with an institution of higher education.

The UNLV School of Public Policy and Leadership is uniquely qualified to provide this service in a timely manner. The School's commitment to academic excellence and public service meshes well with the NVCPM program focus on applying management theory to practice in the public sector.

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:

Current interlocal agreement with DHRM.

14. Is the contractor currently involved in litigation with the State 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	mgassawa	01/13/2022 10:18:27 AM
Division Approval	tmilazz1	01/14/2022 11:10:44 AM
Department Approval	ssands	01/14/2022 11:12:50 AM
Contract Manager Approval	aalvare1	02/09/2022 07:32:06 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25435**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: Glass Guard USA LLC
Agency Code: 082	Contractor Name: Glass Guard USA LLC
Appropriation Unit: 1349-14	Address: 5670 Simmons Street, Suite 105
Is budget authority available?: Yes	City/State/Zip: Las Vegas , NV 89031
If "No" please explain: Not Applicable	Contact/Phone: Richard Kronen 702-901-9995
	Vendor No.:
	NV Business ID: NV2018137655

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 %	X Other funding	100.00 % Building Rental Income Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/28/2022**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/15/2022**Contract term: **45 days**4. Type of contract: **Contract**Contract description: **Window Tinting**

5. Purpose of contract:

This is a new contract to furnish and install Sky 20 tint to the DMV 7170 N. Decatur Blvd., Las Vegas, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,275.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Window covering/tinting reduces considerable amounts of UV rays, heat, glare, helping with the temperature and maintaining a comfortable work environment for employees and the public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of man power and outside the expertise of Buildings and Grounds Staff

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Glass Guard
Silver State Glass & Mirror Co.
Affordable Window Tinting**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:

Noel Lopez, Program Office 1 Ph: 775/684-1801

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	01/14/2022 09:01:13 AM
Division Approval	tmlazz1	01/19/2022 16:12:12 PM
Department Approval	ssands	02/16/2022 07:54:07 AM
Contract Manager Approval	aalvare1	02/16/2022 07:56:50 AM
Budget Analyst Approval	nkephart	02/28/2022 14:35:50 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25438**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Glass Guard USA LLC**Contractor Name: **Glass Guard USA LLC**Address: **5670 Simmons Street, Suite 105**City/State/Zip: **Las Vegas, NV 89031**Contact/Phone: **Richard Kronen 702-901-9995**

Vendor No.:

NV Business ID: **NV2018137655**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 %	X Other funding	100.00 % Building Rental Income Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/28/2022**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/02/2022**Contract term: **32 days**4. Type of contract: **Contract**Contract description: **Window Tinting**

5. Purpose of contract:

This is a new contract to furnish and install Sky 20 tint and frosted film to the DMV 8250 W. Flamingo Road, Las Vegas, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,250.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Window covering/tinting reduces considerable amounts of UV rays, heat, glare, helping with the temperature and maintaining a comfortable work environment for employees and the public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of man power and outside the expertise of Buildings and Grounds Staff

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Affordable Window Tinting
Glass Guard
Silver State Glass & Mirror Co.
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:

Noel Lopez, Program Officer 1 Ph: 775/684-1801

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	01/14/2022 09:02:23 AM
Division Approval	tmilazz1	01/19/2022 16:52:36 PM
Department Approval	ssands	02/16/2022 07:54:26 AM
Contract Manager Approval	aalvare1	02/16/2022 07:57:25 AM
Budget Analyst Approval	nkephart	02/28/2022 14:42:02 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25307**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: Tree Solutions LLC
Agency Code: 082	Contractor Name: Tree Solutions LLC
Appropriation Unit: 1349-12	Address: 2657 Windmill Parkway Suite 68
Is budget authority available?: Yes	City/State/Zip: Henderson, NV 89074
If "No" please explain: Not Applicable	Contact/Phone: Pete Luna 702-309-8733
	Vendor No.: T32011643
	NV Business ID: NV20061662453

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 % Building Rental Income Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/28/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/11/2026**Contract term: **3 years and 349 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: **\$18,252.97**

Other basis for payment: 3-man crew - Boom Truck / Chipper Truck / Chipper includes approx. 10-12 cubic yards of chipped debris - \$249/hr

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):

Select Services
Davey Tree Service
Tree Solutions
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:

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 08:17:39 AM
Division Approval	tmilazz1	12/21/2021 08:36:49 AM
Department Approval	ssands	01/07/2022 11:18:13 AM
Contract Manager Approval	aalvare1	02/11/2022 11:48:48 AM
Budget Analyst Approval	nkephart	02/28/2022 14:48:51 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25593**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: CMB CONSULTANTS, LLC
Agency Code: 082	Contractor Name: CMB CONSULTANTS, LLC
Appropriation Unit: 1558-16	Address: 1067 WEST 1400 SOUTH
Is budget authority available?: Yes	City/State/Zip: LEHI, UT 84043
If "No" please explain: Not Applicable	Contact/Phone: 801-641-7270
	Vendor No.: T32012002
	NV Business ID: 20222334133

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 %
X Highway Funds	100.00 %	Other funding	0.00 %
Agency Reference #:	114635		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/25/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2025**Contract term: **3 years and 125 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 Motor Vehicles Silverado Ranch Advance Planning CIP project, to include schematic design meetings, design and construction document drawing and specification review and meetings, energy review, testability review, building enclosure commissioning plan, and bid set backcheck required for the Silverado Ranch Facility advanced planning project: CIP Project No. 21-P06; SPWD Contract No. 114635.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,500.00**

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.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:

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:

Pang, Justus, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	02/17/2022 11:52:32 AM
Division Approval	nmann	02/17/2022 11:52:35 AM
Department Approval	nmann	02/17/2022 11:52:38 AM
Contract Manager Approval	lwildes	02/17/2022 11:53:59 AM
Budget Analyst Approval	nkephart	02/25/2022 13:14:37 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25589**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: KL&A, Inc
Agency Code: 082	Contractor Name: KL&A, Inc
Appropriation Unit: 1592-35	Address: 215 N. 12TH STREET, UNIT E
Is budget authority available?: Yes	City/State/Zip: CARBONDALE, CO 89623
If "No" please explain: Not Applicable	Contact/Phone: 970-927-5147
	Vendor No.: T32011997
	NV Business ID: NV20212315397
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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 114621

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/25/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2025**Contract term: **3 years and 125 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 Lost City Museum, Historic Pit House, and Adobe Pueblos Repair CIP project, to include location visit for assessment, structural investigation, and analysis of existing framing for renovation and repair of the Adobe Pueblos and Pit House: CIP Project No. 21-M41; SPWD Contract No. 114621.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,500.00**

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's

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:

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:

Nalley, Kirsten, Project Manager Ph: 775-684-411

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	02/16/2022 13:53:29 PM
Division Approval	nmann	02/16/2022 13:53:32 PM
Department Approval	nmann	02/16/2022 13:53:35 PM
Contract Manager Approval	lwildes	02/16/2022 13:56:59 PM
Budget Analyst Approval	nkephart	02/25/2022 09:50:32 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25514**Agency Name: **DTCA - DIVISION OF TOURISM**Agency Code: **101**Appropriation Unit: **1522-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **COMPUTER PROJECTION SYSTEMS, LLC DBA CCS PRESENTATION SYSTE**Contractor Name: **COMPUTER PROJECTION SYSTEMS, LLC DBA CCS PRESENTATION SYSTE**Address: **DBA CCS PRESENTATION SYSTEMS
2870 S JONES BLVD STE 3**City/State/Zip: **LAS VEGAS, NV 89146**Contact/Phone: **702/869-0020**Vendor No.: **PUR0004170**NV Business ID: **NV19991030769**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 % LODGING TAX

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/16/2022**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2025**Contract term: **2 years and 350 days**4. Type of contract: **Contract**Contract description: **Service Agreement**

5. Purpose of contract:

This is a new contract to provide maintenance service for the audio visual (AV) system.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,700.00**

Other basis for payment: Prepayment will be required upon receipt of invoice from vendor.

II. JUSTIFICATION

7. What conditions require that this work be done?

The current system requires periodic maintenance, repairs, calibrations and software upgrades with calibration after such events.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division of Tourism staff do not have the specialized training or resource/time to service/maintain 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):

**Ford AV Las Vegas
AV Programming Associates Inc
CCS Presentation Systems**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only vendor to respond to the solicitation.

d. Last bid date: 02/01/2022 Anticipated re-bid date: 01/01/2025

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:

Division of Tourism, April 2018 - June 2021. The vendor is deemed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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	amathies	01/25/2022 16:30:33 PM
Division Approval	amathies	01/25/2022 16:30:35 PM
Department Approval	amathies	01/25/2022 16:30:37 PM
Contract Manager Approval	amathies	02/09/2022 16:51:54 PM
Budget Analyst Approval	tsmorra	02/16/2022 16:19:59 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25667**Agency Name: **INDIGENT DEFENSE**Agency Code: **111**Appropriation Unit: **1008-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Soval Solutions, LLC

Contractor Name: **Soval Solutions, LLC**Address: **13711 Parker Circle**City/State/Zip: **Omaha, NE 68154**

Contact/Phone: Dr. Mitchel Herian 402-651-6329

Vendor No.: T32010042

NV Business ID: 47-1279400

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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/18/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **1 year and 104 days**4. Type of contract: **Contract**Contract description: **Data Analyst**

5. Purpose of contract:

This is a new contract to provide analysis, development, and evaluation of data.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,600.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Public Defense data analyst will play a leadership role in the development, analysis, and evaluation for strategic and policy development for the department.

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 range of experience and tools to perform these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Penn and Associates, INC
The Leading Edge Group, Inc
Premier Virtual, LLCb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #11DIDS-S1875, and in accordance with NRS 333, the selected vendor was the only vendor that submitted a proposal. An internal review was done by the Department of Indigent Defense Services.

d. Last bid date: 01/26/2022 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:

Department of Indigent Defense Services 09/08/2020 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:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mhelto1	02/24/2022 12:00:21 PM
Division Approval	mryba	02/24/2022 13:29:47 PM
Department Approval	mryba	02/24/2022 13:29:51 PM
Contract Manager Approval	mryba	02/24/2022 13:29:53 PM
Budget Analyst Approval	myoun3	03/18/2022 09:57:18 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **23811**Amendment Number: **1**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Legal Entity Name: **INTIAM, INC. DBA**Agency Code: **240**Contractor Name: **INTIAM, INC. DBA**Appropriation Unit: **2561-07**Address: **HI TECH COMMERCIAL SERVICE**Is budget authority available?: **Yes****1840 STELLA LAKE ST**City/State/Zip **LAS VEGAS, NV 89106-2154**

If "No" please explain: Not Applicable

Contact/Phone: **JC CURRAN 702/649-4607**Vendor No.: **PUR0003206**NV Business ID: **NV19911018138**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 %
X Federal Funds	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % PRIVATE/COUNTY

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/21/2020**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **11/30/2022**

Termination Date:

Contract term: **1 year and 344 days**4. Type of contract: **Contract**Contract description: **Repair Dietary Equip**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing diagnosis and repairs to dietary equipment. This amendment increases the maximum amount from \$10,000 to \$22,000 due to the increased use of this service.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info
2. Amount of current amendment (#1):	\$12,000.00	\$12,000.00	\$22,000.00	Yes - Info
3. New maximum contract amount:	\$22,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Dietary equipment occasionally malfunctions or breaks requiring service to repair.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees qualified to perform this type of work.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Advantage Air
Initiam Inc
Western Commercial Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 11/01/2020 Anticipated re-bid date: 08/01/2022

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?

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	jtheil1	01/20/2022 10:49:30 AM
Division Approval	jtheil1	01/20/2022 10:49:35 AM
Department Approval	jtheil1	01/20/2022 10:49:40 AM
Contract Manager Approval	cbenham	01/20/2022 10:50:49 AM
Budget Analyst Approval	afrantz	03/08/2022 10:03:40 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25184**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2564-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Department of Admin, State library and Archives

Contractor Name: **Department of Admin, State library and Archives**Address: **209 E MUSSER STREET ROOM 304**City/State/Zip: **CARSON CITY, NV 89701**

Contact/Phone: Sara Martel 775-684-3422

Vendor No.:

NV Business ID: Interlocal

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 %	X Other funding	100.00 % Donations

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/10/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **355 days**4. Type of contract: **Interlocal Agreement**Contract description: **VIS project**

5. Purpose of contract:

This is a new contract to provide a data housing platform to store and manage data.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,710.00**

Payment for services will be made at the rate of \$28,710.00 per year

Other basis for payment: Thirty days from receipt of an itemized invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Veterans Services needs a data housing platform to store and manage data for their Benefit registry and Veterans Kiosk.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Veterans Services does not have the expertise to handles the data management on its own and need to work with State Library, Archives and Public Records to complete the project9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. 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	dgree6	11/08/2021 10:23:24 AM
Division Approval	dgree6	11/08/2021 10:23:29 AM
Department Approval	dgree6	11/08/2021 10:23:31 AM
Contract Manager Approval	cbenham	03/01/2022 10:10:38 AM
Budget Analyst Approval	afrantz	03/10/2022 13:32:50 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25581**

Agency Name:	DEPARTMENT OF VETERANS SERVICES	Legal Entity Name:	SAMUAL BREEN, LLC
Agency Code:	240	Contractor Name:	SAMUAL BREEN, LLC
Appropriation Unit:	2564-10	Address:	280 BRINKBY AVE SUITE 201
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	SAM BREEN 775-815-0338
		Vendor No.:	T29043889
		NV Business ID:	NV20161283204

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 %	X Other funding	100.00 % Donations

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 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/01/2023**Contract term: **358 days**4. Type of contract: **Contract**Contract description: **Marketing**

5. Purpose of contract:

This is a new contract to provide for the marketing of veteran services utilizing multiple media platforms.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,200.00**

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?

This allows the Department of Veterans Services to market veterans services to a larger target audience and utilizes multiple media platforms to help veterans in need.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The department of Veterans Services and other State agencies do not have the professional staff or expertise to produce this product

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**BMG Media
The Factory
Unrelenting Media**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest price

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	jtheil1	03/01/2022 10:59:10 AM
Division Approval	jtheil1	03/01/2022 10:59:13 AM
Department Approval	jtheil1	03/01/2022 10:59:41 AM
Contract Manager Approval	cbenham	03/01/2022 11:34:49 AM
Budget Analyst Approval	afrantz	03/08/2022 10:36:07 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25584**

Agency Name:	DEPARTMENT OF VETERANS SERVICES	Legal Entity Name:	The Factory LLC
Agency Code:	240	Contractor Name:	The Factory LLC
Appropriation Unit:	2564-10	Address:	655 S Virginia St.
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89501
If "No" please explain:	Not Applicable	Contact/Phone:	Brian Stoudt 775-846-0522
		Vendor No.:	T32004634
		NV Business ID:	NV20091222446

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 %	X Other funding	100.00 % donations

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/25/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/01/2023**Contract term: **1 year and 4 days**4. Type of contract: **Contract**Contract description: **Video Production**

5. Purpose of contract:

This is a new contract to provide ongoing video production services to memorialize deceased veterans.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,200.00**

Payment for services will be made at the rate of \$125.00 per hour

Other basis for payment: Upon submission of an approved invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Veterans Services is modernizing and improving the way we connect with veterans. The monthly videos will allow us to access multiple social media platforms, increasing awareness of veterans programs and donation opportunities to improve the lives of veterans.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Veterans Services nor the State have the expertise or ability to produce professional grade video productions.

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):

Unrelenting Media
BMG Media
The Factory LLC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor offered the best price for the services requested

d. Last bid date: 02/01/2022 Anticipated re-bid date: 02/01/2023

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:

NDVS has used this vendor in the past for their annual report and services were satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jtheil1	02/10/2022 14:26:48 PM
Division Approval	jtheil1	02/10/2022 14:26:52 PM
Department Approval	jtheil1	02/10/2022 14:26:54 PM
Contract Manager Approval	cbenham	02/14/2022 14:33:56 PM
Budget Analyst Approval	kanders2	02/25/2022 11:36:10 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: **16894** Amendment Number: **11**

Agency Name: **NDE - DEPARTMENT OF EDUCATION** Legal Entity Name: **DATA RECOGNITION CORPORATION**

Agency Code: **300** Contractor Name: **DATA RECOGNITION CORPORATION**

Appropriation Unit: **2697-45** Address: **13490 BASS LAKE RD**

Is budget authority available?: **Yes** City/State/Zip: **MAPLE GROVE, MN 73013**

If "No" please explain: Not Applicable Contact/Phone: **DOUG RUSSELL 55311-3634**

Vendor No.: **T29036572**

NV Business ID: **NV20041507280**

To what State Fiscal Year(s) will the contract be charged? **2016-2024**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **08/31/2023**

Termination Date:

Contract term: **8 years and 22 days**4. Type of contract: **Contract**Contract description: **CBT/McGraw-Hill**

5. Purpose of contract:

This is the eleventh amendment to the original contract which provides Nevada Ready Student Assessment System services and support, statewide, on an as-needed basis. This amendment provides an extension to the spring 2021 Nevada Alternative Assessment window to fall of 2021 and increases the amount of the contract from \$82,188,013.45 to \$82,207,418.45.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$51,457,083.00	\$51,457,083.00	\$51,457,083.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$511,498.00	\$511,498.00	\$511,498.00	Yes - Action
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
d. Amendment 4:	-\$9,558,963.70	-\$9,558,963.70	-\$9,558,963.70	Yes - Action
e. Amendment 5:	\$331,666.00	\$331,666.00	\$331,666.00	Yes - Action
f. Amendment 6:	\$1,221,646.15	\$1,221,646.15	\$1,221,646.15	Yes - Action
g. Amendment 7:	\$9,856,703.00	\$9,856,703.00	\$9,856,703.00	Yes - Action
h. Amendment 8:	\$10,166,633.00	\$10,166,633.00	\$10,166,633.00	Yes - Action
i. Amendment 9:	-\$1,483,699.00	-\$1,483,699.00	-\$1,483,699.00	Yes - Action
j. Amendment 10:	\$19,685,447.00	\$19,685,447.00	\$19,685,447.00	Yes - Action

2.	Amount of current amendment (#11):	\$19,405.00	\$19,405.00	\$19,405.00	Yes - Info
3.	New maximum contract amount:	\$82,207,418.45			

II. JUSTIFICATION

7. What conditions require that this work be done?

Employees within the state have responsibilities that support programs but certain tasks exceed their expertise. Nevada Revised Statutes (NRS) requires contracting with a nationally recognized testing company for these activities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contractor was selected as the best solution by the independent evaluation committee based on pre-determined evaluation criteria. The Nevada Department of Education does not have the necessary manpower or expertise to conduct this Statewide Assessment.

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 #3175, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/10/2015 Anticipated re-bid date: 12/31/2018

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 Education 7/1/08 to 6/30/12
State of Nevada March 1, 2014
Nevada Department of Education 1/14/15 they have been deemed satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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	02/01/2022 15:59:13 PM
Division Approval	hsakelar	02/01/2022 16:26:56 PM
Department Approval	hsakelar	02/01/2022 16:27:02 PM
Contract Manager Approval	hsakelar	02/01/2022 16:27:09 PM
Budget Analyst Approval	mranki1	03/02/2022 09:24:34 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25666**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2710-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Whitney Peak Hotel

Contractor Name: **Whitney Peak Hotel**Address: **255 North Virginia Street**City/State/Zip **Reno, NV 89501-1407**

Contact/Phone: 775-398-5471

Vendor No.: T27034868

NV Business ID: NV20111347115

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/02/2022**

Anticipated BOE meeting date 05/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **119 days**4. Type of contract: **Contract**Contract description: **Training Venue**

5. Purpose of contract:

This is a new contract to provide a venue to host four Restorative Justice Practice trainings proposed to meet requirements set forth by District Restorative Discipline Plans for Nevada Department of Education.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,271.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada Department of Education is meeting NRS 392.4644 requirement for the establishment of a plan to provide restorative discipline of students and on-site reviews of disciplinary decisions with an input by teachers, school administrators, and educational support personnel at the district level. To meet the training needs for these personnel, Restorative Justice Practices teams need to meet to evaluate current practices, efficiency and strategic implementation as well as development of new practices.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a relatively new development in Nevada and currently requires training and integration of experts to develop a foundation to develop relevant practices. Currently, there are no personnel certified or trained as an expert in restorative justice practices at this type of level.

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?

No other venue could meet the technical demands, space, and requirements as set forth by Restorative Justice Practices that allowed integration and on-site training.

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	carno1	02/23/2022 14:16:16 PM
Division Approval	carno1	02/23/2022 14:16:19 PM
Department Approval	carno1	02/23/2022 14:16:21 PM
Contract Manager Approval	mwadsw01	02/23/2022 14:28:06 PM
Budget Analyst Approval	mranki1	03/01/2022 15:17:01 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25620**

Agency Name: DTCA - NEVADA ARTS COUNCIL	Legal Entity Name: LIFETIME ARTS, INC
Agency Code: 333	Contractor Name: LIFETIME ARTS, INC
Appropriation Unit: 2979-46	Address: 271 NORTH AVENUE SUITE 901
Is budget authority available?: Yes	City/State/Zip: NEW ROCHELLE, NY 10801
If "No" please explain: Not Applicable	Contact/Phone: MAURA O'MALLEY 9143552304
	Vendor No.: T32012144
	NV Business ID: NV20222331636
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	30.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	70.00 % CREATIVE AGING GRANT

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/07/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2022**Contract term: **299 days**4. Type of contract: **Contract**Contract description: **Creative Aging**

5. Purpose of contract:

This is a new contract to provide training in developing and implementing Creative Aging programs for Nevada's libraries and teaching artists.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,000.00**

Other basis for payment: Payment due within 30 days of invoice. \$24,000 will be invoiced for Creative Aging Trainings once completed; \$6,000 will be invoiced 4/30/22 for Curriculum Development; \$3,000 will be invoiced 7/31/22 for Coaching and Tech Assist.

II. JUSTIFICATION

7. What conditions require that this work be done?

Online interactive training will be provided in developing and implementing in-person and online Creative Aging programs for Nevada libraries and teaching artists. Training will include tailored instruction followed by post-training coaching, networking and technical support. After the training, the artist cohort will receive support to develop curriculum for Creative Aging programming they can present, and an opportunity to introduce the program they develop to library programmers in the other two cohorts with an online presentation. The library programmers will participate in follow-up webinars and online meetings that focus on aspects of program development, funding and implementation based on their needs and interests.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have staff who are qualified to perform 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):

National Center for Creative Aging
National Guild for Community Arts
Artful Aging Associates
Lifetime Arts

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only vendor to respond to the solicitation.

d. Last bid date: 12/07/2021 Anticipated re-bid date: 10/01/2023

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?

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	amathies	02/16/2022 10:17:23 AM
Division Approval	amathies	02/16/2022 10:17:27 AM
Department Approval	amathies	02/16/2022 10:17:29 AM
Contract Manager Approval	amathies	03/04/2022 15:24:16 PM
Budget Analyst Approval	tsmorra	03/07/2022 16:04:18 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25585**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **1006-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AMERICAN SIGN LANGUAGE**Contractor Name: **AMERICAN SIGN LANGUAGE**Address: **COMMUNICATION
40 E HORIZON RIDGE PKWY**City/State/Zip: **HENDERSON, NV 89002-793**Contact/Phone: **Dawn Duran 678-882-4900**Vendor No.: **T29026382**NV Business ID: **NV20081113914**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.

X	General Funds	31.50 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	68.50 % TDD fees (telecommunications device for the deaf)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/28/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **121 days**4. Type of contract: **Contract**Contract description: **ASL Contract**

5. Purpose of contract:

This is a new contract to provide ongoing signed language interpreting services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,915.00**

Other basis for payment: As Invoiced per Attachment B

II. JUSTIFICATION

7. What conditions require that this work be done?

The Americans with Disabilities Act (ADA) requires that Title II entities (State and local governments) 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. Signed language interpreting services is included as an auxiliary aid or services under the ADA.

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 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):

Preston Bass Interpreting Services
American Sign Language Communication
Sorenson Interpreting
Network Interpreting Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor who submitted a proposal.

d. Last bid date: 01/24/2022 Anticipated re-bid date: 01/01/2024

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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Per DAWN, they have been paid by the State since 2011 - current.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	amanocha	02/10/2022 11:16:30 AM
Division Approval	amanocha	02/10/2022 11:16:32 AM
Department Approval	dschmid5	02/11/2022 09:39:40 AM
Contract Manager Approval	maceved1	02/11/2022 14:53:16 PM
Budget Analyst Approval	bmacke1	02/28/2022 11:25:41 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25567**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Applied Self-Direction, LLC
Agency Code:	403	Contractor Name:	Applied Self-Direction, LLC
Appropriation Unit:	3243-71	Address:	1089 Commonwealth Avenue Suite 371
Is budget authority available?:	Yes	City/State/Zip	Boston, MA 02215
If "No" please explain:	Not Applicable	Contact/Phone:	Kate Murray 888-414-8170
		Vendor No.:	T29045037
		NV Business ID:	NV20222340170

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2022**

Anticipated BOE meeting date 02/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2024**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **FMS**

5. Purpose of contract:

This is a new contract to provide procurement services and technical assistance for a financial management services vendor that will oversee a new service within the 1915(c) Home and Community Based Services (HCBS) Waiver for Persons with Physical Disabilities, a Self-Directed Care model for personal care services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**

Other basis for payment: As invoiced per Attachment AA and approved by the State; FY22 - \$10,725, FY23 - \$20,625, FY24 - \$18,150

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 422.396: Establishment and administration of program to provide community-based services to enable a person with physical disability to remain in his or her home or with his or her family and avoid placement in a facility for long-term care. Assembly Bill (AB) 495 Sections 53-58 require DHCFF to implement a Self-Directed model for personal care services for persons with physical disabilities who receive Home and Community Based Services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Self-Directed Care model through an FMS is a new program. Division staff do not have the expertise to develop the self-directed care model due to the complexities of requirements by the Department of Labor and Internal Revenue Service for a financial self-directed model.

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 #: 220102

Approval Date: 01/04/2022

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:

Ellen Frias-Wilcox, Social Services Program Spec III Ph: null

Kirsten Coulombe, Social Services Chief III Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkemmere	02/08/2022 12:24:41 PM
Division Approval	ltuttl1	02/08/2022 12:28:57 PM
Department Approval	pburrel1	02/17/2022 19:30:27 PM
Contract Manager Approval	ltuttl1	02/18/2022 08:13:53 AM
Budget Analyst Approval	laaron	02/28/2022 11:39:05 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#:	220102 @

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to <u>only</u> the contact(s) listed below:		
	ENTER STATE AGENCY NAME:	Division of Health Care Financing and Policy (DHCFP)	
	Contact Name and Title	Phone Number	Email Address
	Lisa Tuttle, MAIII, CCM	775-687-3676 (main)	ltuttle@dhcfp.nv.gov
	Deb Martinez, MAIII, CCM	775-687-3676 (main)	debrah.martinez@dhcfp.nv.gov
			dhcfppcu@dhcfp.nv.gov

1b	Vendor Information:	
	Vendor Name:	Applied Self-Direction LLC
	Contact Name:	Kate Murray
	Complete Address: City, State, and Zip Code	1089 Commonweath Ave., Ste. 371 Boston, MA 02215
	Telephone Number:	888-414-8170
	Email Address:	kate@appliedselfdirection.com

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract? Check One:	Yes:	X	No:
	Amendment Number:	#		
	Enter CETS Number:	#		

1e	Term:			
	One (1) Time Purchase? Check One:	Yes:	X	No:
	Contract:	Start Date:	3/1/2022	End Date: 2/28/2024

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	Money Follows the Person Demonstration Grant Rebalancing Funds
	Other (Explain):	

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase: \$ 49,500.00
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2	Provide a description of work/services to be performed or commodity/good to be purchased: <p>In order to prepare for the implementation of a new service within the 1915(c) Home and Community Based Services (HCBS) Waiver for Persons with Physical Disabilities (PD Waiver), DHCFP seeks industry expertise to balance consideration of the differences between employer model versus a budget authority within a Self-Directed program. The services to be performed include technical assistance on how to develop an individualized recipient budget, the different roles and responsibilities of participants, designated representatives, Financial Management Services (FMS), case managers, and others utilizing a self-directed model. Additionally, the contractor will develop a Request for Proposal (RFP) for an FMS vendor which must include state needs and multiple federal requirements from the Centers for Medicare and Medicaid Services (CMS), Internal Revenue Services, and the Department of Labor. The RFP will outline the requirements for a FMS vendor, including strategies for Electronic Visit Verification (EVV) compliance; strategies for paying family caregivers and how reasonable limitations can be set to ensure payments to spouses and legally responsible individuals are appropriate and reasonable as well as leveraging the FMS to prevent fraud, waste, and abuse. The services will also support DHCFP in developing program documentation as required (e.g., informational materials for participants, training resources for program stakeholders, etc.), which will include reviewing roles and responsibilities in self-direction and education and training for stakeholders. Lastly, the services will assist DHCFP in conducting evaluation to assess implementation progress.</p>
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3	What are the unique features/qualifications required for this service or good that are not available from any other vendor: <p>Applied Self-Direction specializes in operationalizing the philosophy of self-direction by offering practical expertise that helps create, expand, and enhance self-direction programs. Since founded in 2014, they have provided technical assistance to 48 state agencies offering self-direction within 1915c programs for people with disabilities.</p> <p>Additionally, the staff possess diverse backgrounds in federal and state government, Medicaid provider organizations, Medicaid managed care, self-advocacy, and academia. As a result, staff possess an unparalleled depth and breadth of expertise related to self-direction program design and operations. Regularly, they develop and conduct trainings with states and Financial Management Services entities across the nation, sharing best practices and helping to ensure programs are compliant with all federal and state rules and requirements while remaining person-centered.</p>
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4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source: <p>If an RFP has to go out to solicit for technical assistance to DHCFP, there will be a prolonged implementation of the approved Assembly Bill (AB) 495 Financial Management Service (self-directed model) to approximately a year or greater. With the shortage of caregivers, this model will incentivize a greater pool of qualified caregivers who can provide Attendant Care services to Medicaid recipients under PD waiver who have higher level of care needs, thus prevent institutionalization. Conversely an increase in institutionalization is counter to the goal of providing services in the least restrictive environment as well as meeting Olmstead requirements.</p>
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Purchasing Use Only:

Approval #:

220102

5	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
			X
	a. <i>If yes</i> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.		
	b. <i>If not</i> , why were alternatives not evaluated?		
DHCFP has been a member of Applied Self-Direction since 2019. DHCFP is also familiar with their services provided, as well as Applied Self-Direction being proactive in keeping all members across the states abreast of changes or new regulations set forth by the CMS. Additionally, they conduct trainings and webinars for members with emphasis on HCBS self-directed models and direct care workforce.			

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			
			\$		
			\$		
			\$		
		\$			

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	If the request is denied, the delayed implementation of the FMS self-directed model will have a direct impact on the Medicaid Physically Disabled Waiver recipients who are facing difficulties in recruiting and hiring qualified caregivers to provide personal care assistance in the recipients' own home.

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?
	Of the information available to DHCFP, the desired vendor appears to be the only consulting company with expertise in FMS Self-Direction model and has provided technical assistance to 48 states.

Purchasing Use Only:	
Approval #:	220102 (C)

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.		

Purchasing Use Only:	
Approval #:	220102 (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.

Ellen Frias-Wilcox
Ellen Frias-Wilcox (Dec 29, 2021 14:55 PST)

Agency Representative Initiating Request

Ellen Frias-Wilcox, Social Services Program Specialist III, DHCFP
Print Name of Agency Representative Initiating Request

12/29/2021
Date

Suzanne Bierman
Suzanne Bierman (Dec 29, 2021 15:52 PST)

Signature of Agency Head Authorizing Request

Suzanne Bierman, JD, MPH, Administrator, DHCFP
Print Name of Agency Head Authorizing Request

12/29/2021
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:

Kevin D. Doty

Administrator, Purchasing Division or Designee

1/4/22

Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25436**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	HERO Environmental Services
Agency Code:	406	Contractor Name:	HERO Environmental Services
Appropriation Unit:	3162-07	Address:	4900 Mill Street #7
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89502
If "No" please explain:	Not Applicable	Contact/Phone:	Gary Grimes 775-900-4376
		Vendor No.:	T29043234A
		NV Business ID:	NV20201797547

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 #: C 17958

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/25/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/01/2024**Contract term: **1 year and 341 days**4. Type of contract: **Contract**Contract description: **Campus Clean Up**

5. Purpose of contract:

This is a new contract to provide equipment and technicians for bio-hazardous clean-up.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: Per Attachment A: Scope of Work

II. JUSTIFICATION

7. What conditions require that this work be done?

Northern Nevada Adult Mental Health Services facility has received complaints of human waste from the homeless population.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is bio hazardous clean up. State Employees don't have the required equipment to do bio hazard clean up.

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):

GrayMar Environmental
Clean Harborsb. 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: 12/30/2021 Anticipated re-bid date: 02/01/2024

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?

Yes If "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 Nevada Department of Transportation since 2020 with 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:

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	rmille8	02/02/2022 09:16:48 AM
Division Approval	rmille8	02/03/2022 09:09:58 AM
Department Approval	Isherych	02/03/2022 10:55:41 AM
Contract Manager Approval	rmille8	02/25/2022 11:02:46 AM
Budget Analyst Approval	kanders2	02/25/2022 11:32:09 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25508**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	NOTE ABLE MUSIC THERAPY SERVICES
Agency Code:	406	Contractor Name:	NOTE ABLE MUSIC THERAPY SERVICES
Appropriation Unit:	3162-04	Address:	925 Riverside Dr., Ste 1
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89503-5575
If "No" please explain:	Not Applicable	Contact/Phone:	Manal Toppozada 775-324-5521
		Vendor No.:	T27004592
		NV Business ID:	NV20031300094

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 #: C 17959

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/21/2022**

Anticipated BOE meeting date 05/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2024**Contract term: **2 years and 102 days**4. Type of contract: **Contract**Contract description: **Music Therapy**

5. Purpose of contract:

This is a new contract to provide ongoing music therapy for clients at the Dini-Townsend Hospital by board certified and state licensed music therapists.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**

Payment for services will be made at the rate of \$150.00 per Per Session

Other basis for payment: \$75.00 Per Band Performance

II. JUSTIFICATION

7. What conditions require that this work be done?

In accordance with NRS 640D.060(7), the use of music therapy is for psychological, neuropsychological, psychometric assessment or clinical tests designed to identify or classify abnormal or pathological human behavior or to determine intelligence, personality, aptitude, interests or addictions. Group sessions will be overseen by a professional board certified and state licensed music therapist per NRS 640D.110.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Music therapists must be licensed and certified. Currently, no employees have this certification or expertise.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Note Able Music
Olive Branch
Sierra Music

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor has provided satisfactory service previously. Vendor submitted the highest quality bid and was the only vendor that responded to solicitation.

d. Last bid date: 01/04/2022 Anticipated re-bid date: 01/01/2022

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:

Current vendor with DPBH with 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	02/16/2022 16:33:27 PM
Division Approval	rmille8	02/16/2022 16:33:29 PM
Department Approval	Isherych	03/09/2022 12:59:07 PM
Contract Manager Approval	rmille8	03/21/2022 08:01:55 AM
Budget Analyst Approval	kanders2	03/21/2022 08:02:25 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: **23457** Amendment Number: **2**

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **PUBLIC CONSULTING GROUP, LLC**

Agency Code: **406** Contractor Name: **PUBLIC CONSULTING GROUP, LLC**

Appropriation Unit: **3168-04** 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, Associate Manager 919-576-2251**

Vendor No.: **T32000898**

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % CA22 Cost Allocation; IND22 Indirect

Agency Reference #: **C17706**

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 **03/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **03/31/2022**Contract term: **2 years and 50 days**4. Type of contract: **Contract**Contract description: **Cost Allocation**

5. Purpose of contract:

This is the second amendment to the original contract which provides cost allocation development, support, and reporting. This amendment extends the termination date from March 31, 2022 to June 30, 2023 and decreases the maximum amount from \$148,127.00 to \$64,825.00 due to a decreased utilization and the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$110,902.00	\$110,902.00	\$110,902.00	Yes - Action
a. Amendment 1:	\$37,225.00	\$37,225.00	\$37,225.00	Yes - Info
2. Amount of current amendment (#2):	-\$83,302.00	-\$83,302.00	-\$46,077.00	Yes - Info
3. New maximum contract amount:	\$64,825.00			
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?

Centers for Medicare and Medicaid Services' (CMS) requirements. The Division of Public and Behavioral Health requires assistance to maximize federal revenues while complying with all federal regulations. This includes assistance with rate setting and complying with requirements for certified public expenditures. CMS requirements are becoming increasingly stringent, and failure to complete this work correctly and within required time frames could seriously jeopardize federal funding.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The work requires individuals with a high level of expertise in federal cost allocation requirements and awareness of best practices for compliance while maximizing federal revenues. Division of Public and Behavioral Health 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? 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 #: 201206

Approval Date: 12/04/2020

c. Why was this contractor chosen in preference to other?

PCG owns the proprietary rights to the AlloCAP software used by DPBH and other DHHS Divisions since SFY09.

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:

Provided services for DPBH since 4/2011 - satisfactory
Aging and Disability Services since 1/2012- satisfactory
Health Care Financing & Policy since 9/2009 - satisfactory
Welfare & Supportive Services since 1/2018 - satisfactory
Child & Family Services since 5/2013 - 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	rmille8	01/31/2022 16:19:11 PM
Division Approval	rmille8	01/31/2022 16:19:15 PM
Department Approval	lsherych	01/31/2022 17:00:33 PM
Contract Manager Approval	rmille8	02/02/2022 16:30:18 PM
EITS Approval	daxtel1	02/02/2022 19:37:39 PM
Budget Analyst Approval	laaron	02/23/2022 10:41:07 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

Purchasing Use Only:

Approval #:

437 (CN)

CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1	Agency Contact Information – Note: Approved copy will be sent to <u>only</u> the contact(s) listed below:		
	ENTER STATE AGENCY NAME: *Public + Behave Health*		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Laurie Gleason, ASO II, Fiscal Services</i>	<i>775-276-4612</i>	<i>lagleason@health.nv.gov</i>
	<i>Alexa Cooper-Chadwick, BA III, Fiscal Services</i>	<i>775-684-4240</i>	<i>acooperchadwick@health.nv.gov</i>
	<i>Ronda Miller, MA III, Contract Unit</i>	<i>775-684-5932</i>	<i>rondamiller@health.nv.gov</i>

2	Contractor Information:	
	Contractor Name:	<i>Public Consulting Group, Inc.</i>
	Contact Name:	<i>Kelly Gallagher, Associate Manager</i>
	Complete Address: City, State and Zip Code	<i>148 State Street, 10th Floor, Boston, MA 02109</i>
	Phone Number:	<i>919-576-2251</i>
	Email Address:	<i>kgallagher@pcgus.com</i>

3	List <u>all previous</u> Contract Information for which the agency has contracted with this vendor (contract history):				
	Solicitation Type, if applicable:		<i>Waiver</i>	#:	<i>180303</i>
	Enter CETS Number:	<i>#23457</i>			
	Contract Amount:	<i>\$139,605</i>			
	Contract Term:	Start Date:	<i>11/01/2018</i>	End Date:	<i>06/30/2020</i>

Purchasing Use Only:	
Approval #:	437(C)

4	Current Contract Information:				
	Solicitation Type, if applicable:		<i>Sole Source Contract</i>	#:	201206
	Enter CETS Number:		#23457		
	Initial Contract Amount:		\$110,902.00		
	Contract Term:		Start Date:	07/01/2020	End Date:

5	Amendment Information – List <u>all previously</u> approved amendments:			
	<i>Amd #:</i>	<i>Brief Synopsis of What Amendment Accomplished:</i>	<i>Dollar Change in Contract Amount</i>	<i>Change in End Date</i>
	1	<i>To extend end date due to pending RFP 40DHHS-S1568 and extend services through March 2022.</i>	\$37,225.00	03/31/2022

6	<u>Proposed</u> Amendment Information:			
	<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>
	2	<i>To extend end date to June 30, 2023 while ensuring services are continued during the implementation of the awarded vendor resulting from RFP 40DHHS-S1568.</i>	-\$83,302.00	06/30/2023

7	What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338)?		
	<i>On December 14, 2021, the resulting award from RFP 40DHHS-S1568 was executed. Public Consulting Group, Inc. was not the awarded vendor and the new vendor, Solix, Inc. has provided a 15 month configure and implementation timeline for the Cost Allocation and Time & Effort Systems. This amendment is needed to ensure Division of Public and Behavioral Health (Division) has an active system to continue to run the cost allocation reports and to allow for a successful transition between the two systems and vendors.</i>		

Purchasing Use Only:	
Approval #:	437C

8	<p>What are the potential consequences to the State if the contract extension request is denied?</p> <p><i>This contract provides the Division's ability to receive technical assistance; AlloCAP system hosting fees; and receive support and analysis to complex and stringent federal requirements. PCG's AlloCAP™ is a proprietary web-based cost allocation solution that assists in the calculation and reporting of costs in a consistent fashion, and in conformance with Title 2 of the Code of Federal Regulations, Part 200 – Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards. These services provide the Division the capability to process their cost allocation reporting in a standardized format, using consistent methodologies, and in accordance with generally acceptable accounting principles and federal regulations. The denial of this contract extension could impact the federal reporting and potential loss or reduction in Medicaid funding as well as not jeopardize a smooth transition between the two Cost Allocation systems.</i></p>
---	---

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.

Ronda Miller

Signature of Agency Representative Initiating Request

Ronda Miller

Print Name of Agency Representative Initiating Request

1/27/22

Date

Kelli P. Quintero

Signature of Agency Head Authorizing Request

Kelli Quintero

Print Name of Agency Head Authorizing Request

1/28/22

Date

Purchasing Use Only:	
Approval #:	437 (C)

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:

Kevin D. Doty

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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Debi Reynolds, Deputy Administrator - Admin, DPBH
Tasha Couste, ITM II, DPBH
Laurie Gleason, ASO II - Fiscal Services, DPBH
Alexa Cooper-Chadwick, Budget Analyst III, DPBH

CC: Tim Galluzi, Administrator, EITS, DOA
Jason Benshoof, IT Chief, Agency IT Services, EITS, DOA

FROM: David Axtell, State Chief Enterprise Architect, EITS, DOA

SUBJECT: TIN Completion Memo – DPBH - 198 – *PCG AlloCAP DPBH Cost Allocation SaaS* - update b – 3223

DATE: February 17, 2022

We have completed an update review for Division of Public and Behavioral Health (DPBH) –*PCG AlloCap DPBH Cost Allocation SaaS* TIN 198.

The submitted TIN, for an estimated reduction in value to \$51,650 (from \$105,951) for this biennium (79.25% BA3167 Cost Allocation and BA3223 Indirect funding) for a SaaS solution used by all other Nevada DHHS Divisions to track and calculate cost allocation.

AlloCAP™ is the primary source of reporting to the federal government used by 447 employees in Public Health and 1,226 in Behavioral Health for a total of 1,674.

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 CONTRACT1. Contract Number: **25555**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Renown Medical School Associates North, INC.
Agency Code:	406	Contractor Name:	Renown Medical School Associates North, INC.
Appropriation Unit:	3219-14	Address:	1155 Mill Street, N14
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89502
If "No" please explain:	Not Applicable	Contact/Phone:	Kim Pearson 775-982-6508
		Vendor No.:	T80991321
		NV Business ID:	NV19971230247

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17922

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 04/2022

Retroactive? **Yes**

If "Yes", please explain

Program initiated contact with vendor to draft the recurring contract for TB medical consultation on 10/4/21; no response until 11/2021. Negotiations started 11/9/21 which continued into January 2022. The requested changes required communications between all parties including Deputy Attorney General's office to establish this new contract. These changes were not accepted until 2/2/22 which didn't meet the Governor's Finance Office deadline for March Board of Examiners.

3. Termination Date: **12/31/2023**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Medical Consultation**

5. Purpose of contract:

This is a new contract to provide ongoing medical consultation on tuberculosis (TB) disease and infection to the Community Health Services and Carson City Health and Human Services TB programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,784.00**

Payment for services will be made at the rate of \$616.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

CDC grant, public health measures regarding M. tuberculosis, and Nevada Administrative Code 441A.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The medical consultation requires a licensed physician with a specialty in Infectious Diseases.

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:

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

Domestic Nonprofit Corporation (82)

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada 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	02/10/2022 13:30:54 PM
Division Approval	rmille8	02/10/2022 13:30:56 PM
Department Approval	lsherych	02/11/2022 10:33:26 AM
Contract Manager Approval	rmille8	03/08/2022 11:21:49 AM
Budget Analyst Approval	afrantz	03/08/2022 11:58:47 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

MEMORANDUM

DATE: February 2, 2022

TO: Kelli Anderson, 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 Renown Medical School Associates, Inc; CETS #25555

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Contractor: Renown Medical School Associates, Inc.
- Services to be provided: Provide medical consultation on tuberculosis (TB) disease and infection to the DPBH Community Health Services and Carson City Health and Human Services (CCHHS) TB programs.
- Funding source and expenditure category: Budget information BA 3219-14, GL 7075; funding source Centers for Disease Control and Prevention (CDC) Grant CDC-RFA-PS20-2001/NU52PS910224
- Requested start date of work: January 1, 2022
- Expected execution date of the agreement (IFC approval date or N/A): NA (Clerk of Board review pending)
- Detailed explanation as to why a retroactive agreement is necessary, including:
 - Reason(s) why the agreement was not submitted timely:
 - C 17922 is a new contract between Renown Medical School Associates and OPHIE TB, to replace a similar medical consultation contract, C 17752 UNR Medical School Associates and OPHIE.
 - OPHIE TB initiated contact with UNR to draft the recurring contract for TB medical consultation on 10/4/21; no response from UNR was received until November 2021.
 - The Medical School consultant group was acquired by Renown in November 2021 and this was not communicated timely from UNR to OPHIE TB.
 - Negotiations with Renown started 11/9/21 towards a contract to provide TB medical consultation services and continued into January 2022; as this was the initial contract for Renown, review and revision were lengthy.
 - Renown Medical School Associates, Inc. and OPHIE required many communications between all parties involved to establish this new contract, resulting in retroactive status.
 - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: Delaying the start of this contract for TB-related medical consultation creates delays in the diagnosis and treatment of TB disease and TB infection for the counties served by the CHS TB program and CCHHS TB program (all Nevada counties with the exclusion of Clark and Washoe). TB disease requires rapid identification and treatment due to its contagious nature; delaying these services poses a potential public health concern.
 - Explain how the program/bureau will prevent future retroactive requests: As OPHIE TB will continue to manage and implement this contract with the new vendor in the future, the OPHIE TB Program understands the need to initiate the negotiation process as soon as reasonably possible and obtain the involved contractor's review of budget and scope of work promptly.

If you have any questions, please contact Susan McElhany, OPHIE TB, at (775) 684-5936 or smcelhany@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 CONTRACT1. Contract Number: **25546**

Agency Name:	DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name:	COMPUTER PROJECTION SYSTEMS, LLC
Agency Code:	407	Contractor Name:	COMPUTER PROJECTION SYSTEMS, LLC
Appropriation Unit:	3228-26	Address:	DBA CCS PRESENTATION SYSTEMS 2870 S JONES BLVD STE 3
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89146
If "No" please explain:	Not Applicable	Contact/Phone:	702/869-0020
		Vendor No.:	PUR0004170
		NV Business ID:	NV19991030769

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.

X	General Funds	30.00 %	Fees	0.00 %
X	Federal Funds	70.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 407

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/11/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **354 days**4. Type of contract: **Contract**Contract description: **AV Equipment Install**

5. Purpose of contract:

This is a new contract to provide installation and integrate audiovisual equipment in conference rooms located in the Central Office and the Southern Professional Development Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,222.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Previously purchased audiovisual equipment needs to be installed and integrated for use with DWSS's telephone, video conferencing, WebEx, PC, and presentation capabilities.

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 install and integrate the audiovisual equipment.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected through solicitation number 40DHHS-S432.

d. Last bid date: 11/21/2018 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:

Previously under contract with DWSS and provided satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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:

John Taft, IT Manager III Ph: 775-684-0576

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bberry	02/10/2022 13:22:16 PM
Division Approval	bberry	02/10/2022 13:24:42 PM
Department Approval	mchappel	03/01/2022 17:10:47 PM
Contract Manager Approval	mpomerle	03/04/2022 10:21:50 AM
EITS Approval	daxtel1	03/04/2022 14:17:05 PM
Budget Analyst Approval	afrantz	03/11/2022 07:29:40 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25383**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3148-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FUTURE BUILDERS OF AMERICA DBA**Contractor Name: **FUTURE BUILDERS OF AMERICA DBA**Address: **INNOVATIVE HEALTH AND WELLNESS
3075 E FLAMINGO RD STE 118
LAS VEGAS, NV 89121-4300**Contact/Phone: **Carlos Pollard 702/527-7510**Vendor No.: **T27042429**NV Business ID: **NV20191459647**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.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/15/2022**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2026**Contract term: **3 years and 351 days**4. Type of contract: **Contract**Contract description: **Gang Prevention**

5. Purpose of contract:

This is a new contract to provide gang prevention training to adjudicated youth at Summit View Youth Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,834.00**

Other basis for payment: See Attachment AA: Scope of Work, Deliverables, Payment Schedule and excel spreadsheet attached to the does not print additional info tab

II. JUSTIFICATION

7. What conditions require that this work be done?

Many of the youth enter Summit View Youth Center with heavy gang involvement and ties. To rehabilitate youth with gang involvement, a Gang Intervention Class is required.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees lack the expertise.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Innovative Health and Wellness, LLC
Hard Knox Rehabilitation and Mentoring Services
Gang Intervention Team (GIT) Clark County

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Innovative Health and Wellness, LLC was the only vendor to bid.

d. Last bid date: 10/01/2021 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:

The vendor worked for another company that provided gang intervention classes at Summit View Youth Center. The 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:

Trinette Burton, Head Group Supervisor Ph: 702-668-4753

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	02/02/2022 08:05:44 AM
Division Approval	knielsen	02/09/2022 12:12:04 PM
Department Approval	cpitlock	02/18/2022 11:45:00 AM
Contract Manager Approval	kathr55	02/18/2022 12:01:21 PM
Budget Analyst Approval	bmacke1	03/15/2022 11:18:41 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25398**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3229-43**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PRESTON, MARK S DBA PRESTON**Contractor Name: **PRESTON, MARK S DBA PRESTON**Address: **MGMT & ORGANIZATIONAL CONSULT****2761 WILLOW BASKET LN
LAS VEGAS, NV 89135-2330**Contact/Phone: **Mark Preston 646/498-6050**Vendor No.: **T29041473**NV Business ID: **NV 20161557952**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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/16/2022**

Anticipated BOE meeting date 03/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2022**Contract term: **318 days**4. Type of contract: **Contract**Contract description: **Program Evaluation**

5. Purpose of contract:

This is a new contract to provide and disseminate the findings of a multi-year evaluation of the foster kinship navigation program in Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$10,000.00 per Completion of all deliverables

II. JUSTIFICATION

7. What conditions require that this work be done?

The purpose of this contract is to disseminate the results of a federally-funded evaluation of the Foster Kinship kinship navigator program.

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 to perform the service.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected following a competitive RFP to complete an evaluation of the Foster Kinship program. This vendor has been evaluating the program since 2018. The current contract is to disseminate those findings, thus, this vendor is the most qualified to disseminate their own findings.

d. Last bid date: 10/24/2018 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:

Dr. Preston has been a contracted evaluator for DCFS since 2018. The services provided have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Dr. Domonique Rice, Deputy Administrator Ph: 702-486-4244

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	01/06/2022 16:28:34 PM
Division Approval	knielsen	01/07/2022 10:54:34 AM
Department Approval	cpitlock	01/07/2022 11:47:51 AM
Contract Manager Approval	kathr55	02/01/2022 12:41:36 PM
Budget Analyst Approval	bmacke1	02/16/2022 13:47:01 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25309**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3229-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SKY HIGH COACHING LLC**Contractor Name: **SKY HIGH COACHING LLC**Address: **15091 S JUNCTION CIR**City/State/Zip: **DRAPER, UT 84020-5107**Contact/Phone: **Pat McGuinness 603/545-2774**Vendor No.: **T29039389**NV Business ID: **Out of State Vendor**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.

X	General Funds	64.00 %	Fees	0.00 %
X	Federal Funds	36.00 %	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 **02/16/2022**

Anticipated BOE meeting date 02/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **133 days**4. Type of contract: **Contract**Contract description: **Out of State Visits**

5. Purpose of contract:

This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) that is placed outside of the State of Nevada in a residential facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$500.00 per youth X 4 months

Other basis for payment: Sky High Coaching: 20 youth X \$500/youth X 4 months

II. JUSTIFICATION

7. What conditions require that this work be done?

Per federal mandate a contract worker must have face to face visitation with children placed in out of state residential facilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have positions to perform these specific duties for children placed in Utah.

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):

Heart and Soul Adoptions
Sky High Coaching
Heart to Heart Adoptions

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the lowest cost responsible vendor to respond.

d. Last bid date: 06/21/2018 Anticipated re-bid date: 04/01/2022

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:

Vendor is the current provider and has been under contract since 2018. 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 NOT registered with the Nevada Secretary of State's Office as a:

LLC

All services to be provided in Utah.

16. a. Is 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.

All services to be provided in Utah.

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.

All services to be provided in Utah.

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Spec. 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	01/04/2022 16:34:18 PM
Division Approval	knielsen	01/05/2022 15:47:41 PM
Department Approval	cpitlock	02/01/2022 13:17:41 PM
Contract Manager Approval	kathr55	02/01/2022 15:47:06 PM
Budget Analyst Approval	bmacke1	02/16/2022 13:49:04 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25417**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3263-36**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nevada Youth Empowerment Project

Contractor Name: **Nevada Youth Empowerment Project**Address: **1369 Faland**City/State/Zip: **Reno, NV 89503**

Contact/Phone: Monica Dupea 775-747-2073

Vendor No.: T32011489

NV Business ID: NV20071442479

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.

X General Funds	50.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % County Reimbursement

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/27/2021**

Anticipated BOE meeting date 04/2022

Retroactive? **Yes**

If "Yes", please explain

An emergency contract was necessary to provide youth parole supervision to a female youth requiring these services.

3. Termination Date: **06/30/2022**Contract term: **184 days**4. Type of contract: **Contract**Contract description: **Transitional Housing**

5. Purpose of contract:

This is a new contract to provide a community living program to young women ages 18-24 who are being supervised by the Youth Parole Bureau.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,500.00**

Payment for services will be made at the rate of \$75.00 per youth per day

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Youth Empowerment Project provides a community living program to young women ages 18-24 years old. The Nevada Youth Parole Bureau at DCFS needs housing options for young women under their supervision.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is not a service provided by 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: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

This is an emergency contract and approved pursuant to NAC 333.114 by the Purchasing Division.

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:

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:

Stephanie Henderson, Unit Manager Ph: 775-687-2263

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	01/12/2022 09:37:43 AM
Division Approval	knielsen	02/16/2022 18:57:57 PM
Department Approval	cpitlock	02/18/2022 11:46:35 AM
Contract Manager Approval	sknigge	03/10/2022 13:34:38 PM
Budget Analyst Approval	bmacke1	03/11/2022 07:59:35 AM

Steve Sisolak
Governor

Richard Whitley, MS
Director



DEPARTMENT OF HEALTH AND HUMAN SERVICES


DIVISION OF CHILD AND FAMILY SERVICES
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Cindy Pitlock, DNP
Interim
Administrator

MEMORANDUM

TO: Kevin Doty, Administrator
Purchasing Division

FROM: Katrina Nielsen, Administrative Services Officer IV 
Division of Child and Family Services

DATE: December 29, 2021

SUBJECT: Emergency Contract – Nevada Youth Empowerment Project

An emergency contract is being requested between the Division of Child and Family Services (DCFS) and Nevada Youth Empowerment Project effective immediately. This contract will provide necessary Community Living Plan and Independent Living Services for young women in the care of DCFS.

We currently have a female youth requiring these services and have no other viable options available. If approved, the placement is scheduled during the week of December 27th, 2021. In addition, we continue to be in a state of emergency due to the pandemic, causing a greater need for these services. The vendor has already applied for a Master Service Agreement with the Nevada Purchasing Division and is pending Board of Examiner approval in February. The intent is to create a short-term emergency contract with this vendor to support these services immediately, and eventually transition to a long-term Service Agreement, assuming the Master Service Agreement is approved. This will allow the agency to provide the necessary services as needed and comply with applicable contracting laws.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at (775) 684-4414.

From: [Kevin D. Doty](#)
To: [Katrina Nielsen](#)
Cc: [DCFS contracts](#); [David Anderson](#); [Cindy L. Stoeffler](#)
Subject: Re: NV Youth Empowerment Project - Emergency Contract Request
Date: Wednesday, December 29, 2021 12:05:26 PM
Attachments: [image001.png](#)

Hi Katrina,

Pursuant to NAC 333.114, you are authorized to proceed with a contract to last until the BOE approves the master service agreement.

Kevin

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From: Katrina Nielsen <KNielsen@dcfs.nv.gov>
Sent: Wednesday, December 29, 2021 11:12:12 AM
To: Kevin D. Doty <kddoty@admin.nv.gov>
Cc: DCFS contracts <contracts@dcfs.nv.gov>; David Anderson <d-anderson@dcfs.nv.gov>; Cindy L. Stoeffler <cstoeffler@admin.nv.gov>
Subject: NV Youth Empowerment Project - Emergency Contract Request

Good morning,

Attached is an emergency contract request with the Nevada Youth Empowerment Project for a female youth being placed this week.

Please let me know if you have any questions.

Thanks,



Katrina Nielsen

Administrative Services Officer IV – Administrative Services

Nevada Department of Health and Human Services

Division of Child and Family Services

4126 Technology Way, 3rd Floor, Carson City, NV 89706

T: (775) 684-4414 E: knielsen@dcfs.nv.gov

www.dhhs.nv.gov | www.dcfs.nv.gov

Steve Sisolak
Governor

Richard Whitley, MS
Director



**DEPARTMENT OF
HEALTH AND HUMAN SERVICES**
DIVISION OF CHILD AND FAMILY SERVICES
Helping people. It's who we are and what we do.



Cindy Pitlock, DNP
Administrator

MEMORANDUM

To: Bridgette Mackey-Garrison, Executive Branch Budget Officer
Governor's Finance Office
Budget Division

From: Katrina Nielsen, Administrative Services Officer IV
Department of Health and Human Services
Division of Child and Family Services 

Date: March 9, 2022

Subject: Retroactive Contract Request: 25417 Nevada Youth Empowerment Project

The Division of Child and Family Services is requesting that a retroactive contract effective date of December 27, 2021 be approved for the Nevada Youth Empowerment Project.

An emergency contract was requested and approved by the Nevada Purchasing Division. This contract will provide necessary Community Living Plan and Independent Living Services for young women in the care of DCFS.

We currently have a female youth requiring these services and have no other viable options available. In addition, we continue to be in a state of emergency due to the pandemic, causing a greater need for these services. The vendor has already applied for a Master Service Agreement with the Nevada Purchasing Division. The intent is to create a short-term emergency contract with this vendor to support these services immediately, and eventually transition to a long-term Service Agreement. This will allow the agency to provide the necessary services as needed and comply with the applicable contracting laws.

There were further delays due to the contract being returned to the Division for a revision to the contract term and requiring re-submission.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at (775) 684-4414.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25451**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	EC Construction LLC
Agency Code:	409	Contractor Name:	EC Construction LLC
Appropriation Unit:	3281-07	Address:	105 E. Parr Blvd.
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89512-1006
If "No" please explain:	Not Applicable	Contact/Phone:	Alex Uschyk 775-829-4641
		Vendor No.:	T29043718
		NV Business ID:	NV20101429931

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.

X	General Funds	90.00 %	Fees	0.00 %
X	Federal Funds	10.00 %	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 **02/28/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **121 days**4. Type of contract: **Contract**Contract description: **Kitchen Remodel**

5. Purpose of contract:

This is a new contract to provide for the remodel of the kitchen allowing the Division to meet the licensing requirements of a Psychiatric Residential Treatment Facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,232.28**

Payment for services will be made at the rate of \$17,232.28 per Entire Project

II. JUSTIFICATION

7. What conditions require that this work be done?

The kitchen remodel is needed to meet CARF accreditation and HCQC licensing requirements. The services provided must be in coordination of asbestos abatement. The kitchen for Building 8A is in support of a psychiatric residential treatment center.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Current staff do not have the specialized equipment, tools or expertise to perform this renovation.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):

EC Construction
Rebuilding Together Northern Nevada, Inc.
Elite Engineering & Construction
K7 Construction

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #NNCAS22-01, 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: 11/04/2021 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:

Vendor was under contract with the Division in 2020 and 2021. When work was able to be completed, it 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:

Imran Hyman, Admin Services Officer II Ph: 775-688-1636

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ihyman	01/18/2022 10:10:32 AM
Division Approval	knielsen	02/05/2022 11:21:47 AM
Department Approval	cpitlock	02/07/2022 15:41:33 PM
Contract Manager Approval	sknigge	02/15/2022 12:18:13 PM
Budget Analyst Approval	bmacke1	02/28/2022 11:41:40 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: **19799** Amendment Number: **2**

Legal Entity Name: **Cardno GS, Inc.**

Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD** Contractor Name: **Cardno GS, Inc.**

Agency Code: **431** Address: **514 Via De La Valle Suite. 308**

Appropriation Unit: **3650-10** City/State/Zip: **Solana Beach, CA 92075**

Is budget authority available?: **Yes** Contact/Phone: **Robin St. Charles 858-509-3157**

If "No" please explain: **Not Applicable** Vendor No.: **T32007537**

NV Business ID: **NV20141507284**

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NF**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2018**Anticipated BOE meeting date **06/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **04/09/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **BUILDER CONSULT**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for a physical inventory and condition analysis of Guard facilities and assets using the Army BUILDER Sustainment Management System program. This amendment increases the maximum amount from \$320,000.00 to \$366,864.82 due to the vendor conducting additional BUILDER inspections in accordance with original contract and cost.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$320,000.00	\$320,000.00	\$320,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$46,864.82	\$46,864.82	\$46,864.82	Yes - Info
3. New maximum contract amount:	\$366,864.82			

II. JUSTIFICATION

7. What conditions require that this work be done?

Army National Guard requires all its facilities complete an inventory and condition analysis of all its physical assets and to have that information input into the federal inventory system: The BUILDER system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 Agency personnel do not have the necessary qualifications, and/or resources, to perform this function.
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 #3522, 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 | ctyle1 | 09/22/2021 12:39:12 PM |
| Division Approval | ctyle1 | 09/22/2021 12:39:14 PM |
| Department Approval | ctyle1 | 09/22/2021 12:39:18 PM |
| Contract Manager Approval | csnido1 | 02/25/2022 11:23:01 AM |
| Budget Analyst Approval | nkephart | 03/21/2022 11:32:44 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **23566**Amendment Number: **2**Agency Name: **DCNR - PARKS DIVISION**Legal Entity Name: **GKB STRATEGIES DBA**Agency Code: **704**Contractor Name: **GKB STRATEGIES DBA**Appropriation Unit: **4103-58**Address: **THE BLUEPRINT COLLABORATIVE
692 CITADEL WAY**Is budget authority available?: **Yes**City/State/Zip: **RENO, NV 89503-1656**

If "No" please explain: Not Applicable

Contact/Phone: **Gretchen Bietz 775/772-1512**Vendor No.: **T27042273**NV Business ID: **NV20161008393**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 %
X Federal Funds	59.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	41.00 % ST PARKS FACILITY&GROUNDS MNTC

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2020**Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2023**Contract term: **3 years and 79 days**4. Type of contract: **Contract**Contract description: **Professional service**

5. Purpose of contract:

This is the second amendment to the original contract which provides a Statewide Comprehensive Outdoor Recreation Plan (SCORP). The amendment increases the maximum amount from \$147,850 to \$187,600 due to the need to expand the scope further due to more comments received, the number of draft reviews has increased, additional edit and formatting, and a full Spanish translation.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$110,850.00	\$110,850.00	\$110,850.00	Yes - Action
a. Amendment 1:	\$37,000.00	\$37,000.00	\$37,000.00	Yes - Info
2. Amount of current amendment (#2):	\$39,750.00	\$39,750.00	\$76,750.00	Yes - Info
3. New maximum contract amount:	\$187,600.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The National Park Service requires that all state recipients of Land and Water Conservation Funds (LWCF) complete a Statewide Comprehensive Outdoor Recreation Plan (SCORP) every five years. The current SCORP expires 12/31/21.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The SCORP process is lengthy and time consuming. State Parks does not have the staff to fully execute a new SCORP. The contractor will be assisting in this process.

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 #: G20.0803

Approval Date: 08/11/2020

c. Why was this contractor chosen in preference to other?

Vendor has worked with other state agencies including DHHS.

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:

DHHS-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	kcopelan	02/11/2022 11:51:28 AM
Division Approval	kcopelan	02/11/2022 11:52:12 AM
Department Approval	kcopelan	02/11/2022 11:52:17 AM
Contract Manager Approval	kcopelan	02/11/2022 11:52:21 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25299**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Laughlin River Jet Ski Rentals

Contractor Name: **Laughlin River Jet Ski Rentals**Address: **1955 S. Casino Drive**City/State/Zip: **Laughlin, NV 89029**

Contact/Phone: 702.903.0047

Vendor No.:

NV Business ID: NV20191141753

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 %	X Other funding	100.00 % Revenue

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 02/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **364 days**4. Type of contract: **Revenue Contract**Contract description: **Revenue Contract**

5. Purpose of contract:

This is a new revenue contract to provide watercrafts to be rented within Big Bend State Recreation Area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The vendor will rent out jet ski's and/or pontoons.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada State Parks does not have the staffing or the equipment to provide this service.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Revenue 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?

Yes If "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 provided satisfactory services to Nevada State Parks in the summer of 2021.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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:

Eli Jobe, Park Supervisor Ph: 702.298-1859

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	01/05/2022 08:48:32 AM
Division Approval	kcopelan	01/05/2022 08:48:35 AM
Department Approval	kcopelan	01/05/2022 08:48:38 AM
Contract Manager Approval	kcopelan	01/05/2022 08:48:41 AM
Budget Analyst Approval	rjacob3	02/22/2022 14:27:37 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25730**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Tahoe Jack's Adventure Authority

Contractor Name: **Tahoe Jack's Adventure Authority**Address: **169 Cottonwood Drive**City/State/Zip: **Stateline, NV 89449**

Contact/Phone: Chad Tranberg 775.901.3307

Vendor No.: T32012163

NV Business ID: NV20161015163

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 %	X Other funding	100.00 % Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/14/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2023**Contract term: **1 year and 47 days**4. Type of contract: **Revenue Contract**Contract description: **Revenue Contract**

5. Purpose of contract:

This is a new revenue contract to provide for a non-motorized tour company located at Sand Harbor, Spooner Lake, Cave Rock, and Van Sickle State Parks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Commercial operations using State Park facilities.

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 or time to provide this type of service.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Revenue 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2019-2021 - Nevada State Parks for same activity with satisfactory results.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
 LLC

16. a. Is the Contractor Name the same as the legal Entity Name?
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

19. Agency Field Contract Monitor:

Kevin Fromherz, Park Supervisor Ph: 775.831.0494 ext 222

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	03/03/2022 15:31:14 PM
Division Approval	kcopelan	03/03/2022 15:31:16 PM
Department Approval	kcopelan	03/03/2022 15:31:18 PM
Contract Manager Approval	kcopelan	03/03/2022 15:31:21 PM
Budget Analyst Approval	rjacob3	03/14/2022 10:42:39 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25716**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4605-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AMBIENT EDGE LLC**Contractor Name: **AMBIENT EDGE LLC**Address: **110 Corporate Park Drive
Suite 111**City/State/Zip: **Henderson, NV 89074**Contact/Phone: **Amy Johnson 928/718-1017**Vendor No.: **T27044345A**NV Business ID: **NV20212036735**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 %	X	Fees	100.00 % Maintenance of State Parks
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 **03/09/2022**Anticipated BOE meeting date **05/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **112 days**4. Type of contract: **Contract**Contract description: **HVAC Contract**

5. Purpose of contract:

This is a new contract to provide for the replacement of five air handling units at the Valley of Fire State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,792.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Aging equipment has been well used beyond it's expected lifetime.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada State Park employees do not have the expertise or time to perform this type of work.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

The Cooling Company
Ambient Edge
The AC Companyb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Ambient Edge was the only vendor that responded and provided a quote.

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:

Ambient Edge is our current contract holder. Their work has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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:

Rett Smith, Park Maintenance Specialist Ph: 775.463.1609

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	03/03/2022 11:01:50 AM
Division Approval	kcopelan	03/03/2022 11:01:55 AM
Department Approval	kcopelan	03/03/2022 11:01:59 AM
Contract Manager Approval	kcopelan	03/03/2022 11:02:03 AM
Budget Analyst Approval	rjacob3	03/09/2022 07:09:26 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **24676** Amendment Number: **1**

Agency Name: **DCNR - DIVISION OF WATER RESOURCES** Legal Entity Name: **UNITED STATES DEPARTMENT OF INTERIOR**

Agency Code: **705** Contractor Name: **UNITED STATES DEPARTMENT OF INTERIOR**

Appropriation Unit: **4157-10** Address: **US GEOLOGICAL SURVEY**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89701**

If "No" please explain: Not Applicable Contact/Phone: **Megan Poff 775-887-7600**

Vendor No.: **PUR0000332D**

NV Business ID: **Governmental Entity**

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 %
X Federal Funds	44.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	56.00 % Pass-through

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2021**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2023**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Carlin Trend**

5. Purpose of contract:

This is the first amendment to the original joint funding agreement to provide ongoing cooperative water data-monitoring in the Carlin Trend area. The water monitoring program consists of the operation and maintenance of continuous streamflow gages. This amendment increases the maximum amount from \$374,656 to \$434,656 due to extra funding available from U.S. Geological Survey to apply to the agreement.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$374,656.00	\$374,656.00	\$374,656.00	Yes - Action
2. Amount of current amendment (#1):	\$60,000.00	\$60,000.00	\$60,000.00	Yes - Info
3. New maximum contract amount:	\$434,656.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The data collection and monitoring are necessary to document hydrologic conditions and the effects of activities of the major water users in the study area.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and 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?

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product. The State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

d. Last bid date: Anticipated re-bid date:

10. 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 Division has executed many agreements with the U.S. Geological Survey that have resulted in products widely used by governmental agencies and the public. The results have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sweb4	02/14/2022 13:56:03 PM
Division Approval	sweb4	02/14/2022 13:56:08 PM
Department Approval	kwilliam	02/16/2022 14:46:50 PM
Contract Manager Approval	sweb4	02/17/2022 11:40:37 AM
Budget Analyst Approval	rjacob3	02/23/2022 10:29:08 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: **22013** Amendment Number: **3**

Agency Name: **DCNR - DIVISION OF WATER RESOURCES** Legal Entity Name: **Gannett Fleming, Inc.**

Agency Code: **705** Contractor Name: **Gannett Fleming, Inc.**

Appropriation Unit: **4171-15** Address: **585 W. 500 S., Suite 250**

Is budget authority available?: **Yes** City/State/Zip: **Bountiful, UT 84010**

If "No" please explain: Not Applicable Contact/Phone: **Gregory Richards 717 827-7207**

Vendor No.: **T32009199A**

NV Business ID: **NV19931034047**

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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/09/2019**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **07/01/2023**

Termination Date:

Contract term: **3 years and 358 days**4. Type of contract: **Contract**Contract description: **South Fork Eng Svcs**

5. Purpose of contract:

This is the third amendment to the original contract to provide professional engineering services for the safe management of South Fork Dam. This amendment increases the maximum amount from \$539,341 to \$556,601 due to the need to perform the pre-construction services related to the South Fork Dam Seepage Remediation project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$90,000.00	\$90,000.00	\$90,000.00	Yes - Action
a. Amendment 1:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
b. Amendment 2:	\$424,341.00	\$424,341.00	\$449,341.00	Yes - Action
2. Amount of current amendment (#3):	\$17,260.00	\$17,260.00	\$17,260.00	Yes - Info
3. New maximum contract amount:	\$556,601.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

All dams are inspected by a third party engineer to ensure the safety of the structure, but the South Fork Dam has never been inspected by a third party / outside entity.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Water Resources (NDWR) has been conducting inspections over the last 30 years; however, it is standard practice to have an outside entity perform a visual inspection and conduct a comprehensive review every 5 years. NDWR does not have adequate time, staff ability, or expertise necessary to conduct this comprehensive 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?

Vendor was chosen based on committee proposal review using pre-determined evaluation criteria. This vendor received the highest average score from the review committee.

d. Last bid date: 03/07/2019 Anticipated re-bid date: 03/07/2023

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:

Yes, the Division of Water Resources has been engaged with this contractor since 2019. The service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sweb4	02/17/2022 12:41:15 PM
Division Approval	sweb4	02/17/2022 12:41:18 PM
Department Approval	kwilliam	02/23/2022 09:18:31 AM

Contract Manager Approval sweb4
Budget Analyst Approval rjacob3

02/23/2022 12:35:18 PM
03/01/2022 11:13:21 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: **24359** Amendment Number: **1**

Legal Entity Name: **UNITED STATES DEPT OF INTERIOR**

Agency Name: **DCNR - DIVISION OF WATER RESOURCES** Contractor Name: **UNITED STATES DEPT OF INTERIOR**

Agency Code: **705** Address: **US GEOLOGICAL SURVEY**

Appropriation Unit: **4171-12** **2730 N. Deer Run Rd.**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89701**

If "No" please explain: Not Applicable Contact/Phone: **Megan Poff 775-887-7600**

Vendor No.: **PUR0000332D**

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.

X	General Funds	51.00 %	Fees	0.00 %
X	Federal Funds	49.00 %	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 **07/01/2021**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2023**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Base Hydrology JFA**

5. Purpose of contract:

This is the first amendment to the joint funding agreement that provides ongoing operation and maintenance of a streamflow network of 24 gages and a reservoir gage, groundwater level data collection, data entry and review, publication of the data to the internet, and an annual publication. This amendment increases the maximum amount from \$819,910 to \$869,910 due to USGS receiving additional funding to be used towards the agreement.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$819,910.00	\$819,910.00	\$819,910.00	Yes - Action
2. Amount of current amendment (#1):	\$50,000.00	\$50,000.00	\$50,000.00	Yes - Info
3. New maximum contract amount:	\$869,910.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflow and groundwater levels used to assist the State Engineer in the management of the water resources of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and 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?

The U.S. Geological Survey has the necessary equipment and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

d. Last bid date: Anticipated re-bid date:

10. 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 Division has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sweb4	02/14/2022 14:08:19 PM
Division Approval	sweb4	02/14/2022 14:08:23 PM
Department Approval	kwilliam	02/16/2022 14:47:39 PM
Contract Manager Approval	sweb4	02/17/2022 11:43:56 AM
Budget Analyst Approval	rjacob3	02/23/2022 10:33:23 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **24955** Amendment Number: **1**

Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **Somerset Academy of Las Vegas**

Agency Code: **901** Contractor Name: **Somerset Academy of Las Vegas**

Appropriation Unit: **3265-09** Address: **6630 SURREY ST**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89119**

If "No" please explain: Not Applicable Contact/Phone: **Lee Esplin 702-478-8888**

Vendor No.: **T29028358**

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 #: **3581-22-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/19/2021**

Anticipated BOE meeting date **03/2022**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2022**

Contract term: **346 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Somerset Winter Camp**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement which provides Pre-Employment Transition Services to disabled youth, ages 14-22, by providing the tools that will enable them to seek and retain employment. This amendment extends the termination date from June 30, 2022 to September 30, 2022, adds Scope of Work for the Spring 2022 Pre-ETS Camp and increases the maximum amount from \$20,001 to \$31,000 for the camp and continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,001.00	\$20,001.00	\$20,001.00	Yes - Info
2. Amount of current amendment (#1):	\$10,999.00	\$10,999.00	\$31,000.00	Yes - Info
3. New maximum contract amount:	\$31,000.00			
and/or the termination date of the original contract has changed to:	09/30/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Innovation and Opportunity Act , Public Law 113-128 (2014) or WIOA requires that 15% of all grant funding be spent on Pre-ETS programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not trained or have the skills to undertake Pre-ETS training.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. 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:

This vendor has provided satisfactory services to VR and Rehabilitation since 2021.

14. Is the contractor currently involved in litigation with the State 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	cedlefse	02/07/2022 11:48:34 AM
Division Approval	cedlefse	02/07/2022 11:48:39 AM
Department Approval	cedlefse	02/07/2022 11:48:43 AM
Contract Manager Approval	llarki1	02/09/2022 09:10:27 AM
Budget Analyst Approval	vfajota	02/25/2022 09:17:31 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25464**

Agency Name: DETR - EMPLOYMENT SECURITY	Legal Entity Name: Career Development Solutions LLC dba
Agency Code: 902	Contractor Name: Career Development Solutions LLC dba
Appropriation Unit: 1004-21	Address: New Horizons Computer Learning
Is budget authority available?: Yes	7674 W Lake Mead Blvd Ste 250
If "No" please explain: Not Applicable	City/State/Zip: Las Vegas, NV 89128
	Contact/Phone: 7022143910
	Vendor No.: T29044842
	NV Business ID: NV20191499763

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3607-24-GOWINN

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.

3. Termination Date: **09/23/2023**Contract term: **1 year and 264 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will provide Information Technology training in Help Desk Support & Data Analyst entry level jobs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor selected has the experience, expertise and equipment needed to complete the work required by this grant

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):

Emotional Intelligence
CHA Employee Education
Changing Lives

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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:

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	knelso4	01/28/2022 12:54:33 PM
Division Approval	knelso4	01/28/2022 12:54:35 PM
Department Approval	knelso4	01/28/2022 12:54:38 PM
Contract Manager Approval	llarki1	03/15/2022 10:31:16 AM
Budget Analyst Approval	vfajota	03/17/2022 13:32:36 PM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
Governor's Finance Office

FROM: Joshua Marhevka, Chief Financial Officer

SUBJECT: RETROACTIVE CONTRACT REQUEST
GOWINN's Project SANDI Interlocal Agreement and Contracts with New Training Providers

The Governor's Office of Workforce Innovation (GOWINN) respectfully requests approval for a retroactive start date of January 1, 2022 for the one (1) interlocal agreement and 10 contracts noted below for new training providers. This request is being made to accommodate and support individuals that enrolled in training programs at the community colleges in this current Spring 2022 semester. The Notice of Federal Award (NoFA) for GOWINN's Project SANDI grant, which began October 1, 2020 and ends September 29, 2023, included a January 1, 2022 start date to support students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's Supporting and Advancing Nevada's Dislocated Individuals (SANDI) Project grant awarded by the U.S. Department of Education.

The 11 training providers noted below were selected through a Notice of Funding Opportunity released in Fall 2021 for funding in Winter 2021 to provide contractual services for eligible students that began their programs in January 2022 utilizing SANDI tuition dollars.

Therefore, GOWINN respectfully requests a retroactive start date of January 1, 2022 for one (1) interlocal agreement and 10 contracts noted above to assist students enrolled in these programs that promote the grant project's goals and outcomes.

1. **Nevada Department of Veterans Services, Southern Nevada State Veterans Home:** \$43,950 total serving 75 students (INTERLOCAL AGREEMENT)
 - Cohort 1: 15 students (\$8,790); upon completion and satisfaction
 - Cohort 2: 60 students (\$35,160)

Page 2 of 2
July 13, 2022

2. **New Horizons Computer Learning Center:** \$150,000 total serving 30 students
 - Cohort 1: 10 students (\$50,000); upon completion and satisfaction
 - Cohort 2: 20 students (\$100,000)
3. **NCLab:** \$350,000 total serving 125 students
 - Cohort 1: 25 students (\$70,000); upon completion and satisfaction
 - Cohort 2: 100 students (\$280,000)
4. **V School:** \$100,000 total serving 10 students
 - The selection committee agreed to fund at \$10,000/student
5. **High Sierra Area Health Education Center:** \$10,875 total serving 15 students
6. **Tech Impact:** \$90,000 total serving 18 students
 - Eight (8) ITWorks students
 - 10 PunchCode students
7. **Goodwill Industries of Southern Nevada, Inc.:** \$70,000 total serving 20 students
8. **Northern Nevada Electric Joint Apprentice Training Committee:** \$177,500 total serving 100 students
 - Cohort 1: 20 students (\$35,500); upon completion and satisfaction
 - Cohort 2: 80 students (\$142,000)
9. **Professional Institute of Technology, Inc.:** \$80,000 total serving 16 students
10. **Ironworkers Employers Benefit Corporation:** \$50,000 total serving 10 students
11. **Electrical Joint Apprenticeship and Training Committee of Southern Nevada:** \$50,000 total serving 10 students


DETR is currently in the process of refining processes and creating efficiencies, one of which is contract facilitation. DETR is dedicated to conforming to best state practices and will work towards continuous improvement. One of DETR's current goals is to bring the contract process into an optimal running state.

Thank you very much for consideration of this request.

DocuSigned by:

3A73A8BCF9DA430...
Lindsay Thompson
Contract Manager

DETR, Financial Management, Approved by:

DocuSigned by:

02655722806242D...
Joshua Marhevka
CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25521**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **1004-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ELECTRICAL JOINT**Contractor Name: **ELECTRICAL JOINT**Address: **APPRENTICESHIP TRAINING TRUST
620 LEIGON WAY**City/State/Zip: **LAS VEGAS, NV 89110**Contact/Phone: **702/459-7949**

Vendor No.:

NV Business ID: **NV20222335203**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 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3616-24-GOWINN**

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.3. Termination Date: **09/29/2023**Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will provide required OSHA trainings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.

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?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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:

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	knelso4	01/28/2022 12:58:37 PM
Division Approval	knelso4	01/28/2022 12:58:39 PM
Department Approval	knelso4	01/28/2022 12:58:42 PM
Contract Manager Approval	llarki1	03/15/2022 10:39:58 AM
Budget Analyst Approval	vfajota	03/17/2022 12:50:12 PM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
Governor's Finance Office

FROM: Joshua Marhevka, Chief Financial Officer

SUBJECT: RETROACTIVE CONTRACT REQUEST
GOWINN's Project SANDI Interlocal Agreement and Contracts with New Training Providers

The Governor's Office of Workforce Innovation (GOWINN) respectfully requests approval for a retroactive start date of January 1, 2022 for the one (1) interlocal agreement and 10 contracts noted below for new training providers. This request is being made to accommodate and support individuals that enrolled in training programs at the community colleges in this current Spring 2022 semester. The Notice of Federal Award (NoFA) for GOWINN's Project SANDI grant, which began October 1, 2020 and ends September 29, 2023, included a January 1, 2022 start date to support students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's Supporting and Advancing Nevada's Dislocated Individuals (SANDI) Project grant awarded by the U.S. Department of Education.

The 11 training providers noted below were selected through a Notice of Funding Opportunity released in Fall 2021 for funding in Winter 2021 to provide contractual services for eligible students that began their programs in January 2022 utilizing SANDI tuition dollars.

Therefore, GOWINN respectfully requests a retroactive start date of January 1, 2022 for one (1) interlocal agreement and 10 contracts noted above to assist students enrolled in these programs that promote the grant project's goals and outcomes.


1. **Nevada Department of Veterans Services, Southern Nevada State Veterans Home:** \$43,950 total serving 75 students (INTERLOCAL AGREEMENT)
 - Cohort 1: 15 students (\$8,790); upon completion and satisfaction
 - Cohort 2: 60 students (\$35,160)

Page 2 of 2
July 13, 2022


2. **New Horizons Computer Learning Center:** \$150,000 total serving 30 students
 - Cohort 1: 10 students (\$50,000); upon completion and satisfaction
 - Cohort 2: 20 students (\$100,000)
3. **NCLab:** \$350,000 total serving 125 students
 - Cohort 1: 25 students (\$70,000); upon completion and satisfaction
 - Cohort 2: 100 students (\$280,000)
4. **V School:** \$100,000 total serving 10 students
 - The selection committee agreed to fund at \$10,000/student
5. **High Sierra Area Health Education Center:** \$10,875 total serving 15 students
6. **Tech Impact:** \$90,000 total serving 18 students
 - Eight (8) ITWorks students
 - 10 PunchCode students
7. **Goodwill Industries of Southern Nevada, Inc.:** \$70,000 total serving 20 students
8. **Northern Nevada Electric Joint Apprentice Training Committee:** \$177,500 total serving 100 students
 - Cohort 1: 20 students (\$35,500); upon completion and satisfaction
 - Cohort 2: 80 students (\$142,000)
9. **Professional Institute of Technology, Inc.:** \$80,000 total serving 16 students
10. **Ironworkers Employers Benefit Corporation:** \$50,000 total serving 10 students
11. **Electrical Joint Apprenticeship and Training Committee of Southern Nevada:** \$50,000 total serving 10 students

DETR is currently in the process of refining processes and creating efficiencies, one of which is contract facilitation. DETR is dedicated to conforming to best state practices and will work towards continuous improvement. One of DETR's current goals is to bring the contract process into an optimal running state.

Thank you very much for consideration of this request.

DocuSigned by:

3A73A8BCF9DA430...
Lindsay Thompson
Contract Manager

DETR, Financial Management, Approved by:

DocuSigned by:

02655722806242D...
Joshua Marhevka
CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25462**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **1004-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GOODWILL INDUSTRIES OF**Contractor Name: **GOODWILL INDUSTRIES OF**Address: **SOUTHERN NEVADA****1280 W CHEYENNE AVE**City/State/Zip: **NORTH LAS VEGAS, NV 89030-7818**Contact/Phone: **702/214-2000**Vendor No.: **T81016674**NV Business ID: **NV19751000845**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 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3612-24-GOWINN**

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.

3. Termination Date: **09/29/2023**Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will be providing training in plumbing and HVAC.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.

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?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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:

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	knelso4	01/28/2022 12:56:45 PM
Division Approval	knelso4	01/28/2022 12:56:47 PM
Department Approval	knelso4	01/28/2022 12:56:51 PM
Contract Manager Approval	llarki1	03/15/2022 10:36:13 AM
Budget Analyst Approval	vfajota	03/17/2022 12:41:49 PM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
Governor's Finance Office

FROM: Joshua Marhevka, Chief Financial Officer

SUBJECT: RETROACTIVE CONTRACT REQUEST
GOWINN's Project SANDI Interlocal Agreement and Contracts with New Training Providers

The Governor's Office of Workforce Innovation (GOWINN) respectfully requests approval for a retroactive start date of January 1, 2022 for the one (1) interlocal agreement and 10 contracts noted below for new training providers. This request is being made to accommodate and support individuals that enrolled in training programs at the community colleges in this current Spring 2022 semester. The Notice of Federal Award (NoFA) for GOWINN's Project SANDI grant, which began October 1, 2020 and ends September 29, 2023, included a January 1, 2022 start date to support students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's Supporting and Advancing Nevada's Dislocated Individuals (SANDI) Project grant awarded by the U.S. Department of Education.

The 11 training providers noted below were selected through a Notice of Funding Opportunity released in Fall 2021 for funding in Winter 2021 to provide contractual services for eligible students that began their programs in January 2022 utilizing SANDI tuition dollars.

Therefore, GOWINN respectfully requests a retroactive start date of January 1, 2022 for one (1) interlocal agreement and 10 contracts noted above to assist students enrolled in these programs that promote the grant project's goals and outcomes.


1. **Nevada Department of Veterans Services, Southern Nevada State Veterans Home:** \$43,950 total serving 75 students (INTERLOCAL AGREEMENT)
 - Cohort 1: 15 students (\$8,790); upon completion and satisfaction
 - Cohort 2: 60 students (\$35,160)

Page 2 of 2
July 13, 2022


2. **New Horizons Computer Learning Center:** \$150,000 total serving 30 students
 - Cohort 1: 10 students (\$50,000); upon completion and satisfaction
 - Cohort 2: 20 students (\$100,000)
3. **NCLab:** \$350,000 total serving 125 students
 - Cohort 1: 25 students (\$70,000); upon completion and satisfaction
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4. **V School:** \$100,000 total serving 10 students
 - The selection committee agreed to fund at \$10,000/student
5. **High Sierra Area Health Education Center:** \$10,875 total serving 15 students
6. **Tech Impact:** \$90,000 total serving 18 students
 - Eight (8) ITWorks students
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8. **Northern Nevada Electric Joint Apprentice Training Committee:** \$177,500 total serving 100 students
 - Cohort 1: 20 students (\$35,500); upon completion and satisfaction
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9. **Professional Institute of Technology, Inc.:** \$80,000 total serving 16 students
10. **Ironworkers Employers Benefit Corporation:** \$50,000 total serving 10 students
11. **Electrical Joint Apprenticeship and Training Committee of Southern Nevada:** \$50,000 total serving 10 students

DETR is currently in the process of refining processes and creating efficiencies, one of which is contract facilitation. DETR is dedicated to conforming to best state practices and will work towards continuous improvement. One of DETR's current goals is to bring the contract process into an optimal running state.

Thank you very much for consideration of this request.

DocuSigned by:

3A73A8BCF9DA430...
Lindsay Thompson
Contract Manager

DETR, Financial Management, Approved by:

DocuSigned by:

02655722806242D...
Joshua Marhevka
CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25457**

Agency Name: DETR - EMPLOYMENT SECURITY	Legal Entity Name: HIGH SIERRA AREA HEALTH
Agency Code: 902	Contractor Name: HIGH SIERRA AREA HEALTH
Appropriation Unit: 1004-21	Address: EDUCATION CENTER
Is budget authority available?: Yes	639 ISBELL RD STE 360
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89509-4993
	Contact/Phone: 775/507-4022
	Vendor No.: T29042271
	NV Business ID: NV20021452453

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3610-24-GOWINN**

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.

3. Termination Date: **09/29/2023**Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will be providing training in healthcare Community Health Worker.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,875.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.

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?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knelso4	01/28/2022 12:55:28 PM
Division Approval	knelso4	01/28/2022 12:55:32 PM
Department Approval	knelso4	01/28/2022 12:55:34 PM
Contract Manager Approval	llarki1	03/15/2022 10:34:06 AM
Budget Analyst Approval	vfajota	03/17/2022 12:35:48 PM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
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FROM: Joshua Marhevka, Chief Financial Officer

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The 11 training providers noted below were selected through a Notice of Funding Opportunity released in Fall 2021 for funding in Winter 2021 to provide contractual services for eligible students that began their programs in January 2022 utilizing SANDI tuition dollars.

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July 13, 2022


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Thank you very much for consideration of this request.

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Lindsay Thompson
Contract Manager

DETR, Financial Management, Approved by:

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02655722806242D...
Joshua Marhevka
CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25456**

Agency Name: DETR - EMPLOYMENT SECURITY	Legal Entity Name: NCLAB
Agency Code: 902	Contractor Name: NCLAB
Appropriation Unit: 1004-21	Address: 450 SINCLAIR ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89501-2239
If "No" please explain: Not Applicable	Contact/Phone: 775/848-7892
	Vendor No.: PUR0005831
	NV Business ID: NV20111538218
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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3608-24-GOWINN

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.

3. Termination Date: **09/23/2023**Contract term: **1 year and 264 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will be providing training in IT Industry 4.0 Immersion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.

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?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knelso4	01/28/2022 12:54:58 PM
Division Approval	knelso4	01/28/2022 12:55:01 PM
Department Approval	knelso4	01/28/2022 12:55:04 PM
Contract Manager Approval	llarki1	03/15/2022 10:32:10 AM
Budget Analyst Approval	vfajota	03/17/2022 11:47:16 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25488**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **1004-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NORTHERN NEVADA ELECTRICAL**Contractor Name: **NORTHERN NEVADA ELECTRICAL**Address: **TRAINING TRUST****4635 LONGELY LN STE 108**City/State/Zip: **RENO, NV 89502**Contact/Phone: **775/358-4301**

Vendor No.:

NV Business ID: **NV20181440226**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 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3613-24-GOWINN**

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.3. Termination Date: **09/29/2023**Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will be providing training in pre-apprenticeship electrical.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.

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?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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:

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	knelso4	01/28/2022 12:57:44 PM
Division Approval	knelso4	01/28/2022 12:57:55 PM
Department Approval	knelso4	01/28/2022 12:57:58 PM
Contract Manager Approval	llarki1	03/15/2022 10:37:52 AM
Budget Analyst Approval	vfajota	03/17/2022 11:50:48 AM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

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FROM: Joshua Marhevka, Chief Financial Officer

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July 13, 2022

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Joshua Marhevka
CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25463**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **1004-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PROFESSIONAL INSTITUTE OF**Contractor Name: **PROFESSIONAL INSTITUTE OF TECHNOLOGY INC**Address: **2625 S Rainbow Ste B100**City/State/Zip: **LAS VEGAS, NV 89146-5181**Contact/Phone: **702/853-7482**Vendor No.: **PUR0005210**NV Business ID: **NV20091092790**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 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3614-24-GOWINN**

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.

3. Termination Date: **09/29/2023**Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will be providing training in IT CompTIA.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

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d. Last bid date: 12/01/2021 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

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III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	knelso4	01/28/2022 12:57:18 PM
Division Approval	knelso4	01/28/2022 12:57:21 PM
Department Approval	knelso4	01/28/2022 12:57:23 PM
Contract Manager Approval	llarki1	03/15/2022 10:39:01 AM
Budget Analyst Approval	vfajota	03/17/2022 12:53:49 PM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
Governor's Finance Office

FROM: Joshua Marhevka, Chief Financial Officer

SUBJECT: RETROACTIVE CONTRACT REQUEST
GOWINN's Project SANDI Interlocal Agreement and Contracts with New Training Providers

The Governor's Office of Workforce Innovation (GOWINN) respectfully requests approval for a retroactive start date of January 1, 2022 for the one (1) interlocal agreement and 10 contracts noted below for new training providers. This request is being made to accommodate and support individuals that enrolled in training programs at the community colleges in this current Spring 2022 semester. The Notice of Federal Award (NoFA) for GOWINN's Project SANDI grant, which began October 1, 2020 and ends September 29, 2023, included a January 1, 2022 start date to support students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's Supporting and Advancing Nevada's Dislocated Individuals (SANDI) Project grant awarded by the U.S. Department of Education.

The 11 training providers noted below were selected through a Notice of Funding Opportunity released in Fall 2021 for funding in Winter 2021 to provide contractual services for eligible students that began their programs in January 2022 utilizing SANDI tuition dollars.

Therefore, GOWINN respectfully requests a retroactive start date of January 1, 2022 for one (1) interlocal agreement and 10 contracts noted above to assist students enrolled in these programs that promote the grant project's goals and outcomes.

1. **Nevada Department of Veterans Services, Southern Nevada State Veterans Home:** \$43,950 total serving 75 students (INTERLOCAL AGREEMENT)
 - Cohort 1: 15 students (\$8,790); upon completion and satisfaction
 - Cohort 2: 60 students (\$35,160)

Page 2 of 2
July 13, 2022

2. **New Horizons Computer Learning Center:** \$150,000 total serving 30 students
 - Cohort 1: 10 students (\$50,000); upon completion and satisfaction
 - Cohort 2: 20 students (\$100,000)
3. **NCLab:** \$350,000 total serving 125 students
 - Cohort 1: 25 students (\$70,000); upon completion and satisfaction
 - Cohort 2: 100 students (\$280,000)
4. **V School:** \$100,000 total serving 10 students
 - The selection committee agreed to fund at \$10,000/student
5. **High Sierra Area Health Education Center:** \$10,875 total serving 15 students
6. **Tech Impact:** \$90,000 total serving 18 students
 - Eight (8) ITWorks students
 - 10 PunchCode students
7. **Goodwill Industries of Southern Nevada, Inc.:** \$70,000 total serving 20 students
8. **Northern Nevada Electric Joint Apprentice Training Committee:** \$177,500 total serving 100 students
 - Cohort 1: 20 students (\$35,500); upon completion and satisfaction
 - Cohort 2: 80 students (\$142,000)
9. **Professional Institute of Technology, Inc.:** \$80,000 total serving 16 students
10. **Ironworkers Employers Benefit Corporation:** \$50,000 total serving 10 students
11. **Electrical Joint Apprenticeship and Training Committee of Southern Nevada:** \$50,000 total serving 10 students


DETR is currently in the process of refining processes and creating efficiencies, one of which is contract facilitation. DETR is dedicated to conforming to best state practices and will work towards continuous improvement. One of DETR's current goals is to bring the contract process into an optimal running state.

Thank you very much for consideration of this request.

DocuSigned by:

3A73A8BCF9DA430...
 Lindsay Thompson
 Contract Manager

DETR, Financial Management, Approved by:

DocuSigned by:

02655722806242D...
 Joshua Marhevka
 CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25460**

Agency Name: DETR - EMPLOYMENT SECURITY	Legal Entity Name: TECH IMPACT
Agency Code: 902	Contractor Name: TECH IMPACT
Appropriation Unit: 1004-21	Address: 417 N 8TH ST STE 203
Is budget authority available?: Yes	City/State/Zip: PHILADELPHIA, PA 19123-3917
If "No" please explain: Not Applicable	Contact/Phone: 215/557-1559
	Vendor No.: T27041891
	NV Business ID: NV20161117622
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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3611-24-GOWINN

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.

3. Termination Date: **09/29/2023**Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI Tutition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will be providing ITWorks and PunchCode training.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.

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):

Emotional Intelligence
CHA Employee Education
Changing Lives

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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:

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	knelso4	01/28/2022 12:55:55 PM
Division Approval	knelso4	01/28/2022 12:55:58 PM
Department Approval	knelso4	01/28/2022 12:56:02 PM
Contract Manager Approval	llarki1	03/15/2022 15:40:36 PM
Budget Analyst Approval	vfajota	03/17/2022 13:07:17 PM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
Governor's Finance Office

FROM: Joshua Marhevka, Chief Financial Officer

SUBJECT: RETROACTIVE CONTRACT REQUEST
GOWINN's Project SANDI Interlocal Agreement and Contracts with New Training Providers

The Governor's Office of Workforce Innovation (GOWINN) respectfully requests approval for a retroactive start date of January 1, 2022 for the one (1) interlocal agreement and 10 contracts noted below for new training providers. This request is being made to accommodate and support individuals that enrolled in training programs at the community colleges in this current Spring 2022 semester. The Notice of Federal Award (NoFA) for GOWINN's Project SANDI grant, which began October 1, 2020 and ends September 29, 2023, included a January 1, 2022 start date to support students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's Supporting and Advancing Nevada's Dislocated Individuals (SANDI) Project grant awarded by the U.S. Department of Education.

The 11 training providers noted below were selected through a Notice of Funding Opportunity released in Fall 2021 for funding in Winter 2021 to provide contractual services for eligible students that began their programs in January 2022 utilizing SANDI tuition dollars.

Therefore, GOWINN respectfully requests a retroactive start date of January 1, 2022 for one (1) interlocal agreement and 10 contracts noted above to assist students enrolled in these programs that promote the grant project's goals and outcomes.


1. **Nevada Department of Veterans Services, Southern Nevada State Veterans Home:** \$43,950 total serving 75 students (INTERLOCAL AGREEMENT)
 - Cohort 1: 15 students (\$8,790); upon completion and satisfaction
 - Cohort 2: 60 students (\$35,160)

Page 2 of 2
July 13, 2022


2. **New Horizons Computer Learning Center:** \$150,000 total serving 30 students
 - Cohort 1: 10 students (\$50,000); upon completion and satisfaction
 - Cohort 2: 20 students (\$100,000)
3. **NCLab:** \$350,000 total serving 125 students
 - Cohort 1: 25 students (\$70,000); upon completion and satisfaction
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4. **V School:** \$100,000 total serving 10 students
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5. **High Sierra Area Health Education Center:** \$10,875 total serving 15 students
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DETR is currently in the process of refining processes and creating efficiencies, one of which is contract facilitation. DETR is dedicated to conforming to best state practices and will work towards continuous improvement. One of DETR's current goals is to bring the contract process into an optimal running state.

Thank you very much for consideration of this request.

DocuSigned by:

3A73A8BCF9DA430...
Lindsay Thompson
Contract Manager

DETR, Financial Management, Approved by:

DocuSigned by:

02655722806242D...
Joshua Marhevka
CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25524**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **1004-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: V School dba Coding Campus

Contractor Name: **V School dba Coding Campus**Address: **350 E 400 S Ste 308**City/State/Zip: **Salt Lake City, UT 84111**

Contact/Phone: 9253392278

Vendor No.: T32011979

NV Business ID: NV20212011239

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 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 3609-24-GOWINN

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 January 1, 2022 start date, supports students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's SANDI Project grant awarded by the U.S. Department of Education, which began October 1, 2020 and ends September 29, 2023.

3. Termination Date: **09/29/2023**Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is a new contract to provide tuition and fee support for the training of dislocated and underemployed workers, new job seekers and/or limited English proficient adults. This funding opportunity is to provide more accelerated Just in Time trainings and educational programs that will result in stackable, industry-recognized credentials and certificates in Nevada's high-wage, high-growth sectors, and thereby allow workers to get back to work quickly. This program will be providing JavaScript training.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.

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):

Chosen for Success
Cosmetology Institute

The Culinary Academy

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.

d. Last bid date: 12/01/2021 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	knelso4	01/28/2022 12:53:15 PM
Division Approval	knelso4	01/28/2022 12:53:17 PM
Department Approval	knelso4	01/28/2022 12:53:21 PM
Contract Manager Approval	llarki1	03/15/2022 15:38:59 PM
Budget Analyst Approval	vfajota	03/17/2022 13:27:27 PM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: January 13, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
Governor's Finance Office

FROM: Joshua Marhevka, Chief Financial Officer

SUBJECT: RETROACTIVE CONTRACT REQUEST
GOWINN's Project SANDI Interlocal Agreement and Contracts with New Training Providers

The Governor's Office of Workforce Innovation (GOWINN) respectfully requests approval for a retroactive start date of January 1, 2022 for the one (1) interlocal agreement and 10 contracts noted below for new training providers. This request is being made to accommodate and support individuals that enrolled in training programs at the community colleges in this current Spring 2022 semester. The Notice of Federal Award (NoFA) for GOWINN's Project SANDI grant, which began October 1, 2020 and ends September 29, 2023, included a January 1, 2022 start date to support students in training programs at the community colleges during the Spring 2022 semester. The tuition and fees are covered by GOWINN's Supporting and Advancing Nevada's Dislocated Individuals (SANDI) Project grant awarded by the U.S. Department of Education.

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Page 2 of 2
July 13, 2022


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Thank you very much for consideration of this request.

DocuSigned by:

3A73A8BCF9DA430...
Lindsay Thompson
Contract Manager

DETR, Financial Management, Approved by:

DocuSigned by:

02655722806242D...
Joshua Marhevka
CFO, DETR

Date: 1/14/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25336**

Agency Name:	DETR - EMPLOYMENT SECURITY	Legal Entity Name:	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO
Agency Code:	902	Contractor Name:	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO
Appropriation Unit:	4770-11	Address:	WESTERN NEVADA COLLEGE 2201 W COLLEGE PKWY
Is budget authority available?:	Yes	City/State/Zip	CARSON CITY, NV 89703-7316
If "No" please explain:	Not Applicable	Contact/Phone:	775/445-4229
		Vendor No.:	D35000822
		NV Business ID:	Governmental Entity

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **APPRENTICE**

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

Funding for the Apprenticeship Programs was previously awarded to GOWINN. In December 2021, GOWINN informed DETR/WISS they would not be able to work with the programs due to recent changes during the 2021 Legislative Session. The January 1, 2022 start date provides support for the training program at the community colleges during the Spring 2022 semester.

3. Termination Date: **06/30/2022**Contract term: **179 days**4. Type of contract: **Interlocal Agreement**Contract description: **PY21-GR-WNC-APPREN**

5. Purpose of contract:

This is a new interlocal agreement to provide continued funding to approved Registered Apprenticeship Programs to train eligible participants in registered trades.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: As invoiced by vendor and approved by the state.

II. JUSTIFICATION

7. What conditions require that this work be done?

Apprenticeship programs are a requirement under the Department of Labor - Workforce Innovation and Opportunity Act (WIOA) of 2014. During the 2011 the Nevada Legislature session the source of funding for the Apprenticeship Program was moved from the Department of Education to DETR in the Governor's budget.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division does not employ staff who are qualified to operate an apprenticeship 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: **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	jmarhevk	03/08/2022 13:46:13 PM
Division Approval	jmarhevk	03/08/2022 13:46:16 PM
Department Approval	jmarhevk	03/08/2022 13:46:18 PM
Contract Manager Approval	llarki1	03/08/2022 13:47:46 PM
Budget Analyst Approval	vfajota	03/17/2022 09:43:12 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25476**Agency Name: **DETR - EMPLOYMENT SECURITY**
Agency Code: **902**Legal Entity Name: **MESA ENERGY SYSTEMS INC DBA**Contractor Name: **MESA ENERGY SYSTEMS INC DBA**Address: **EMCOR SERVICES MESA ENERGY INC**Appropriation Unit: **4773-04**Is budget authority available?: **Yes****6295 S PEARL ST STE 1400**City/State/Zip: **LAS VEGAS, NV 89120-6280**

If "No" please explain: Not Applicable

Contact/Phone: **702/597-0314**Vendor No.: **T27027115A**NV Business ID: **NV20071267110**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 % ESD ADMIN 4773**Agency Reference #: **3601-26-ESD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/17/2022**Anticipated BOE meeting date **03/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/19/2026**Contract term: **3 years and 309 days**4. Type of contract: **Contract**Contract description: **HVAC MAINTENANCE**

5. Purpose of contract:

This is a new contract to provide ongoing heating, ventilation and air conditioning maintenance services to the facilities located in southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,000.00**

Other basis for payment: Each service has a \$75 truck charge. Service agreement for Applied Mechanics (Chillers) preferred rates at \$160 per hour for straight time 7:00am through 5:00pm. Monday - Friday. Overtime- 5:00pm through 7:00am Monday -Friday and all-day Saturday at \$240.00 per hour. Double Time, all day Sunday and holidays at \$320.00 per hour. Unitary Mechanics (Rooftop units and Split Systems) preferred rates at \$140 per hour for straight time 7:00am through 5:00pm. Monday - Friday. Overtime- 5:00pm through 7:00am Monday -Friday and all-day Saturday at \$210.00 per hour. Double Time, all day Sunday and holidays at \$280.00 per hour. The material markup is 15 percent.

II. JUSTIFICATION

7. What conditions require that this work be done?

HVAC mechanical systems need to be maintained for longevity and effective operation of equipment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise to perform these tasks.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

MESA ENERGY SYSTEMS DBA EMCORE SERVICES

ANDERSON HEATING

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

RESPONDED TO THE SOLICITATION WITH THE PROPER INFORMATION IN THE PROPER AMOUNT OF TIME.

d. Last bid date: 11/16/2021 Anticipated re-bid date: 07/16/2026

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)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

BRANDON TAYLOR, FACILITY MANAGER Ph: (775) 684-3901

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmarhevk	01/28/2022 14:38:42 PM
Division Approval	jmarhevk	01/28/2022 14:38:44 PM
Department Approval	jmarhevk	01/28/2022 14:38:47 PM
Contract Manager Approval	llarki1	03/07/2022 11:23:11 AM
Budget Analyst Approval	vfajota	03/17/2022 10:13:55 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25576**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B005 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Numbers, Inc.

Contractor Name: **Numbers, Inc.**Address: **1285 Baring Boulevard #309**City/State/Zip: **Sparks, NV 89434**

Contact/Phone: Carol Woods 775-742-2962

Vendor No.:

NV Business ID: NV20031345377

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 % LICENSURE
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/17/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2024**Contract term: **2 years and 133 days**4. Type of contract: **Contract**Contract description: **Bookkeeping Services**

5. Purpose of contract:

This is a new contract to provide ongoing bookkeeping and payroll services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,800.00**

Payment for services will be made at the rate of \$1,800.00 per Quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board is required to maintain their own financial reporting and payroll systems.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board staff does not have staff with accounting or payroll expertise 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):

Accounting Solutions
Casey Neilon
Numbers, Inc.b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Existing Board bookkeeping experience.

d. Last bid date: 11/15/2021 Anticipated re-bid date: 04/08/2024

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	jstrand1	02/09/2022 07:22:45 AM
Division Approval	jstrand1	02/09/2022 07:22:48 AM
Department Approval	jstrand1	02/09/2022 07:22:50 AM
Contract Manager Approval	jstrand1	02/09/2022 07:22:53 AM
Budget Analyst Approval	hfield	02/17/2022 11:23:43 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25782**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Jill Greiner
Agency Code:	BDC	Contractor Name:	Jill Greiner
Appropriation Unit:	B011 - All Categories	Address:	2915 Sagittarius Drive
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	Jill Greiner 775-742-2814
		Vendor No.:	
		NV Business ID:	NV20191614044
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 Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/15/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/31/2024**Contract term: **2 years and 17 days**4. Type of contract: **Contract**Contract description: **Legal Hearing Office**

5. Purpose of contract:

This is a new contract to provide hearing officer services for contested matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Payment for services will be made at the rate of \$200.00 per hour

Other basis for payment: Paid As needed

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage attorneys, investigators and other professional consultants pursuant to NRS 624.115.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Legal services provided by the Contractor require a specific area of knowledge and there is also a need for continuity of services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **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:

Nevada State Contractors Board

14. Is the contractor currently involved in litigation with the State 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	dlumbert	03/11/2022 12:19:29 PM
Division Approval	dlumbert	03/11/2022 12:19:35 PM
Department Approval	dlumbert	03/11/2022 12:19:40 PM
Contract Manager Approval	dlumbert	03/11/2022 12:19:46 PM
Budget Analyst Approval	hfield	03/15/2022 11:18:15 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25560**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Endunamo Consulting, LLC
Agency Code:	BDC	Contractor Name:	Endunamo Consulting, LLC
Appropriation Unit:	B015 - All Categories	Address:	12129 Hermesa Colina Ave.
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89138
If "No" please explain:	Not Applicable	Contact/Phone:	Greg Wilken 651-270-4273
		Vendor No.:	
		NV Business ID:	E0297102018-3

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 %	X	Fees	100.00 % Lisensure
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 **01/12/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **Yes**

If "Yes", please explain

Employee complaint was received and we needed to identify an outside attorney with experience in workplace investigations to help us as soon as possible.
--

3. Termination Date: **04/30/2022**Contract term: **107 days**4. Type of contract: **Contract**Contract description: **Investigation**

5. Purpose of contract:

This is a new contract to provide an impartial workplace investigation and assistance with the implementation of necessary action as a result of the investigation.
--

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Payment for services will be made at the rate of \$200.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Employee filed workplace complaint alleging violations of employment law by the Board.
--

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We need an outside investigator who is experienced in these issues and impartial.

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?

Vendor was available and willing to do the work. Vendor had no conflicts.

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	sbradle2	02/04/2022 19:07:30 PM
Division Approval	sbradle2	02/04/2022 19:07:34 PM
Department Approval	sbradle2	02/04/2022 19:07:37 PM
Contract Manager Approval	sbradle2	02/04/2022 19:07:41 PM
Budget Analyst Approval	hfield	02/18/2022 15:16:29 PM

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Victor M. Muro, M.D.
Board President

Edward O. Cousineau, J.D.
Executive Director



MEMORANDUM

TO: Governor's Finance Office—Budget Division
FROM: Sarah A. Bradley, J.D., Deputy Executive Director
SUBJECT: Retroactive Contract with Endunamo Consulting, LLC
DATE: February 3, 2022
CC: Finance Manager Donya Jenkins

On January 12, 2022, the Nevada State Board of Medical Examiners (Board) identified Endunamo Consulting, LLC as a vendor to conduct a workplace investigation regarding an employee complaint received on December 30, 2021. Finding an available and experienced vendor took us two nearly two weeks and the Board did not want to wait until a contract was in place for the vendor to begin the investigation. The complaining employee is currently on administrative leave, pending the investigation. Conducting workplace investigations regarding employee complaints is unusual and not a contractual need that the Board was able to predict and plan for prior to receipt of the employee complaint. The investigation is being conducted by the owner of Endunamo Consulting, LLC, who is an attorney experienced in workplace investigations and human resources consulting.

Inasmuch as possible, we will do our best to avoid any future retroactive contracts. If you have any questions, please call me at 775-324-9365.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25577**

Agency Name:

Agency Code: **BDC**Appropriation Unit: **B023 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Numbers, Inc.

Contractor Name: **Numbers, Inc.**Address: **1285 Baring Blvd #309**City/State/Zip: **Sparks, NV 89434**

Contact/Phone: Carol Woods, President 775-742-2962

Vendor No.:

NV Business ID: NV20031345377

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 % Licensure**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: BDC

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 04/2022

Retroactive? **Yes**

If "Yes", please explain

In the lead-up to the contract expiration, we were unable to get this issue on the agenda for discussion and possible action. After big solicitation, review, and discussion, the BOard approved a new contract for professional services with vendor Numbers Inc. The request for approval of a retroactive contract from January 1st, 2022 to December 3st, 2023.

3. Termination Date: **12/31/2023**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Bookkeeper Services**

5. Purpose of contract:

This is a new contract to provide accounting services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Payment for services will be made at the rate of \$1,500.00 per Quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires financial assistance to ensure accurate financial records due to internal controls and the additional person is needed to assist with the Board's financial needs and payroll

8. Explain why State employees in your agency or other State agencies are not able to do this work:

an additional person is needed to ensure sufficient internal controls, in addition, the Board staff does not have the experience and knowledge to perform these tasks.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Contractor was chosen by the Board after discussion and vote during a public meeting held on January 14th, 2022

d. Last bid date: 12/31/2021 Anticipated re-bid date: 12/31/2023

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?

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:

Charles Harvey, Executive Director Ph: 702-876-5535

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aprilr35	02/09/2022 11:40:21 AM
Division Approval	aprilr35	02/09/2022 11:40:25 AM
Department Approval	aprilr35	02/09/2022 11:40:28 AM
Contract Manager Approval	aprilr35	02/09/2022 11:46:53 AM
Budget Analyst Approval	hfield	02/18/2022 15:59:51 PM

Board Members

JENNIFER NASH, PT, DPT, NCS
Board Chair

KATHERINE JOINES, PT, DPT
Vice-Chair

LAURA CERAME, PTA
Secretary/Treasurer
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Executive Director

MURIEL MORIN-MENDES
Licensing Coordinator

APRIL RAMIREZ
Board Operations Support Specialist

DEBORAH DIETER, PT
Board Investigator

PHYSICAL THERAPY BOARD

3291 North Buffalo Drive, Suite 100
Las Vegas, NV 89129

To: Governor's Finance Office

From: Jennifer Nash, Board Chair

Date: February 1, 2022

Subject: Retroactive Contract for Bookkeeping/Payroll Services

During a public meeting held on January 14, 2022, the Nevada Physical Therapy Board approved a vendor contract for Bookkeeping and Payroll Services. A previous contract for these services expired on December 31, 2021.

In the lead-up to the contract expiration, we were unable to get this issue on the agenda for discussion and possible action. After bid solicitation, review, and discussion, the Board approved a new contract for professional services with the vendor Numbers Inc., and request approval of a retroactive contract from January 1, 2022, to December 31, 2023.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Nash".

Jennifer Nash, PT, DPT, NCS
Board Chair

Nevada Physical Therapy Board
Phone: (702) 876-5535 | Fax: (702) 876-2097
www.ptboard.nv.gov

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25523**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Thentia USA, Inc.
Agency Code:	BDC	Contractor Name:	Thentia USA, Inc.
Appropriation Unit:	B026 - All Categories	Address:	44 East Monroe Street
Is budget authority available?:	Yes	City/State/Zip	Chicago, IL 60603
If "No" please explain:	Not Applicable	Contact/Phone:	Amanda Prescia 619-795-0116
		Vendor No.:	
		NV Business ID:	NV20191571257
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	100.00 % Licensure
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/02/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/31/2025**Contract term: **3 years and 29 days**4. Type of contract: **Contract**Contract description: **Licensing System**

5. Purpose of contract:

This is a new contract to provide cloud-based software as a service licensing management and data system.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Payment for services will be made at the rate of \$13,343.40 per Annually

Other basis for payment: \$.045 per licensee payable annually thereafter

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board is funded entirely by licensing fees and must obtain their own services including licensing and regulatory functions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board does not have staff with expertise in this area.

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):

Thentia
Big Picture Software
K3 Systems

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor's product was determined to best meet the needs of the Board and was cost effective.

d. Last bid date: 10/01/2021 Anticipated re-bid date: 10/01/2024

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:

The vendor provides SaaS licensing data services to the Board of Medical Examiners, the Nevada Dental Board and the Board of Optometry. Services have been verified as satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

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	lp310000	01/27/2022 12:56:11 PM
Division Approval	lp310000	01/27/2022 12:56:17 PM
Department Approval	lp310000	01/27/2022 12:56:24 PM
Contract Manager Approval	lp310000	01/27/2022 12:56:32 PM
EITS Approval	daxtel1	01/28/2022 10:49:02 AM
Budget Analyst Approval	hfield	03/02/2022 11:30:42 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **25525**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B031 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: J.K. Belz & Associates dba Belz & Case Government Affairs

Contractor Name: **J.K. Belz & Associates dba Belz & Case Government Affairs**Address: **10580 N. McCarran Blvd. Suite 115-222**City/State/Zip: **Reno, NV 89503**

Contact/Phone: Jeanette Belz 775-329-0119

Vendor No.:

NV Business ID: NV200001427326

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 % Licensure
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/17/2022**

Anticipated BOE meeting date 04/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2023**Contract term: **1 year and 317 days**4. Type of contract: **Contract**Contract description: **Legislative Services**

5. Purpose of contract:

This is a new contract to provide legislative assistance and lobbying services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$2,000.00 per Month

Other basis for payment: Upon invoice as services are provided

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 640A.100 provides the Board's authority for staffing and to establish the duties and payment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 640A.100 - The Board must obtain its own services, there are no employees of the Board who can perform the services requested.

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):

Jeanette Belz
Susan Fisher
Dan Musgrove

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has provided like kind services previously and services were satisfactory.

d. Last bid date: 12/09/2021 Anticipated re-bid date: 12/01/2025

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:

Board of Occupational Therapy - services verified as satisfactory
Board of Cosmetology - services verified as satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is 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	lp310000	01/27/2022 13:38:18 PM
Division Approval	lp310000	01/27/2022 13:38:22 PM
Department Approval	lp310000	01/27/2022 13:38:26 PM
Contract Manager Approval	lp310000	01/27/2022 13:38:32 PM
Budget Analyst Approval	hfield	02/17/2022 12:52:13 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21126**Amendment
Number: **1**Legal Entity
Name: **JEIDER LIMITED**Agency Name: **MSA MASTER SERVICE
AGREEMENTS**Contractor Name: **JEIDER LIMITED**Agency Code: **MSA**Address: **200 HOOVER AVE**Appropriation Unit: **9999 - All Categories****Suite 1010**Is budget authority
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89101-6877**

If "No" please explain: Not Applicable

Contact/Phone: **Timothy Jeider 661-312-2161**Vendor No.: **T32005581**NV Business ID: **NV20171489013**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various Agencies

Agency Reference #: **RM-107**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **11/13/2018**
Examiner's approval?Anticipated BOE meeting date **04/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2022**
Termination Date:Contract term: **3 years and 229 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is the first amendment to the original contract which provides psychiatry services. This amendment increases the maximum amount from \$250,000 to \$343,000 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:	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
2. Amount of current amendment (#1):	\$93,000.00	\$93,000.00	\$93,000.00	Yes - Info
3. New maximum contract amount:	\$343,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/30/2026

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	03/08/2022 15:14:14 PM
Division Approval	gdavi6	03/08/2022 15:14:19 PM
Department Approval	ldeloach	03/09/2022 08:19:24 AM
Contract Manager Approval	rvradenb	03/15/2022 15:12:35 PM
Budget Analyst Approval	laaron	03/16/2022 15:13:41 PM