

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada 89701

VIDEOCONFERENCE: Grant Sawyer State Office Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

DATE AND TIME: October 8, 2013 at 10:00 a.m.

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

AGENDA

1. **PUBLIC COMMENTS**
- *2. **FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 10, 2013 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Office of the Controller

Pursuant to NRS 284.1729, Section 1, Subsection 1-2, the Controller’s Office requests authority to continue to contract with a former employee, on a part-time basis through the use of a temporary service, so this individual, who retired on May 24, 2013, may train a new employee, once hired, on their debt collection duties in an effort to transfer knowledge without an additional loss in debt collection productivity. The original contract period was from June 11, 2013 through September 30, 2013. This

request extends the contract period from upon Board of Examiner’s approval (anticipated to be October 8, 2013) through January 31, 2014 due to a delay in the recruitment process.

B. Governor’s Office of Economic Development

Pursuant to NRS 284.1729, Section 1, Subsection 1-2, the Governor’s Office of Economic Development (GOED) requests retroactive authority to contract with a former state employee through a state-approved temporary employment service to assist with closing GOED’s budgets for the fiscal year. The original contract period was for the week of September 2-6, 2013.

***4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services Division	59	\$1,330,028
Department Conservation and Natural Resources – Division of Water Resources	4	\$92,339
Department Conservation and Natural Resources – Division of Forestry	2	\$84,500
Total:	65	\$1,506,867

***5. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and revisions in the following Chapters:

- A. 0220 – Department of Administration – Division of Internal Audits – Filing Travel Claims**
- B. 2616 – Supporting Documentation of Expenditures**
- C. 0336 – Amendments to Contracts**

***6. FOR POSSIBLE ACTION – TORT CLAIM**

- A. American Civil Liberties Union of Nevada and Valerie Nabors – TC 16655
Amount of Claim - \$130,000**

***7. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

A. Department of Health and Human Services – Division of Child and Family Services

The Division of Child and Family Services (DCFS) is requesting Board of Examiner approval of two Provider Agreement template contracts for services of independent contractor for the following services:

1. Fetal Alcohol Spectrum Disorders Clinic
2. Mental Health Service and Placement

***8. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A MANAGEMENT SERVICES AGREEMENT**

A. Department of Health and Human Services – Director’s Office

The DHHS Director’s Office is requesting Board of Examiner approval of the Management Services Agreement with Nevada Clinical Services, Inc. (NCS) to allow for the privately operated expansion of charitable safety-net mental health and social services at no charge to low income residents of Nevada. DHHS received authorization to execute this agreement with the adoption of Senate Bill 274 during the 77th session of the Legislature.

***9. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A RESOLUTION APPROVING A GROUND LEASE**

A. Treasurer’s Office

The Treasurer’s Office is requesting approval of “A Resolution Approving a Ground Lease” to be entered into between Nevada System of Higher Education (NSHE) and the Nevada Real Property Corporation (NRPC) in which NSHE will lease certain property owned by it to the NRPC who will in turn sublease back to the NSHE the property and certain improvements to be constructed or improved thereon.

***10. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Health and Human Services – Division of Public and Behavioral Health – Rural Clinics (Hawthorne)	1000 C Street Hawthorne, LLC.	\$118,928
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Health and Human Services – Division of Public and Behavioral Health – Rural Clinics. The total savings for the term of the lease is \$3,193.44. Term of Lease: 11/01/2013 – 10/31/2018		
2.	Department of Motor Vehicles – Compliance Enforcement Division – Emission Control Program (Carson City)	H & E Trust	\$30,480
	Lease Description: This is a new location which has been negotiated to house the Department of Motor Vehicles – Compliance Enforcement Division – Emission Control Program. Term of Lease: 11/01/2013 – 10/31/2018		
3.	Nevada State Board of Nursing (Las Vegas)	KJ LaPlaza, LLC.	\$708,465
	Lease Description: This is a new location which has been negotiated to house the Nevada State Board of Nursing. Term of Lease: 10/15/2013 – 10/31/2023		
4.	Department of Public Safety (Carson City)	Brander Nevada Investments, LLC.	\$359,386
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Public Safety. Term of Lease: 11/01/2013 – 10/31/2019		
5.	Department of Public Safety – Parole and Probation (Ely)	James Terry Gust	\$12,431
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Public Safety – Parole and Probation. Term of Lease: 11/01/2013 – 10/31/2014		
6.	Department of Transportation (Sparks)	1320-1350 Freeport, LLC.	\$82,392
	Lease Description: This is a new location which has been negotiated to house the Department of Transportation. Term of Lease: 11/01/2013 – 10/31/2016		

***11. FOR POSSIBLE ACTION –CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	STINSON MORRISON HECKER, LLP.	FEE: REGULATORY ASSESSMENTS OR RECOVERY SETTLEMENTS	\$118,000	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract that provides litigation support and assistance to include filings that involve antitrust claims under NRS Chapter 598A Unfair Trade Practices. This amendment increases the maximum amount of the contract from \$438,000 to \$556,000 due to a significant increase in case load.				
		Term of Contract:	07/01/2011 - 06/30/2015	Contract # 12232		
2.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	INTERNATIONAL ASSOCIATION OF WORKING MOTHERS	OTHER: NEVADA COLLEGE SAVINGS	\$75,000	SOLE SOURCE
	Contract Description:	This is a new contract to increase awareness for financial literacy in the State of Nevada by reaching out to women and working mothers by implementing a Women's Money Conference in Reno and Las Vegas, as well as a Latina Conference in Las Vegas, with the Nevada College Savings Plan Board as the title sponsor.				
		Term of Contract:	10/08/2013 - 06/30/2014	Contract # 14882		
3.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	R&R PARTNERS, INC.	OTHER: NEVADA COLLEGE SAVINGS	\$49,998	
	Contract Description:	This is the first amendment to the original contract, which performs services as a Marketing and Advertising Consultant for the Nevada College Savings Plans program and the Nevada Prepaid Tuition Program. This amendment extends the termination date from November 12, 2013 to November 12, 2015 and increases the maximum amount from \$24,999 to \$74,997 due to the continued need for these services.				
		Term of Contract:	11/13/2012 - 11/12/2015	Contract # 13862		
4.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	ALL AMERICAN REPAIR SERVICES, INC.	FEE: BUILDING RENT INCOME FEES	\$90,000	
	Contract Description:	This is a new contract that continues ongoing flooring and carpeting repairs and projects in the Las Vegas area on an as needed basis.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 14535		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	BUILDING CONTROL SERVICES, INC.	FEE: BUILDING RENT INCOME FEES	\$78,450	SOLE SOURCE
	Contract Description:	This is a new contract that continues ongoing heating, ventilation, and air conditioning maintenance and repair for the Nevada Highway Patrol Headquarters, located at 357 Hammill Lane, Reno, Nevada.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 14853		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	GLOBAL SURVEILLANCE ASSOCIATES	FEE: BUILDING RENT INCOME FEES	\$60,000	SOLE SOURCE
	Contract Description:	This is a new contract that continues ongoing service and repair for security systems/equipment to include: quarterly inspection of all equipment, emergency calls for vital equipment, response within the next business day for non-vital equipment, labor to replace any defective equipment, and annual NexWatch software support to the Grant Sawyer Building located at 555 E. Washington, Las Vegas, and to other state buildings, on an as needed basis and at the written request and approval of a Buildings and Grounds designee.				
	Term of Contract:	Upon Approval - 09/30/2017	Contract # 14821			
7.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS - MARLETTE LAKE WATER SYS-Non-Exec	LUMOS & ASSOCIATES	BONDS	\$67,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide miscellaneous services agreement for the Marlette Lake Dam Emergency Action Plan; Project No. 14-A004; Contract No. 82228.				
	Term of Contract:	Upon Approval - 06/30/2018	Contract # 14902			
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - CORRECTIONS CIPS NON-EXEC	JBA CONSULTING ENGINEERS, INC.	BONDS	\$52,200	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the boiler replacement at the Southern Nevada Women's Correctional Center; Project No. 13-M15; Contract No. 82183.				
	Term of Contract:	Upon Approval - 06/30/2017	Contract # 14920			
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - CORRECTIONS CIPS NON-EXEC	ROUNDS ENGINEERING, LTD. DBA CR ENGINEERING	BONDS 79% OTHER: TRANSFER FROM TREASURER'S OFFICE 21%	\$58,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC systems renovation at the Northern Nevada Correctional Center; Project No. 13-M17; contract No. 82213.				
	Term of Contract:	Upon Approval - 06/30/2017	Contract # 14911			
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - CORRECTIONS CIPS NON-EXEC	SH ARCHITECTURE	BONDS 89% OTHER: TRANSFER FROM TREASURER 11%	\$68,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for shower and bathroom renovations with sealing of expansion joints and painting at the Florence McClure Women's Correctional Center; Project No. 13-M41; Contract No. 82220.				
	Term of Contract:	Upon Approval - 06/30/2017	Contract # 14899			

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11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - PRISON 05 CIP PROJECTS-NON-EXEC	BURKE CONSTRUCTION GROUP, INC.	BONDS 50% OTHER: TRANSFER FROM CAPITAL PROJECT FUNDS 50%	(\$159,337)	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides Construction Manager at Risk services for the Southern Desert Correctional Center, Core Expansion, Phase II & III, Indian Springs, Nevada; Project Nos. 07-C07(A) and 11-C01; Contract No. 23918. This amendment decreases the maximum amount from \$8,771,112 to \$8,611,774.63 due to an agreement fee credit.				
		Term of Contract:	03/13/2012 - 06/30/2015	Contract # 13107		
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - 2001 MILITARY CIP PROJECTS-NON-EXEC	DG KOCH ASSOCIATES, LLC.	OTHER: TRANSFER FROM TREASURER 54% FEDERAL 46%	\$85,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services to install air conditioning at the Henderson Army; Project No. 13-M24; Contract No. 82190.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14898		
13.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - STATEWIDE CIP PROJECTS-NON-EXEC	CIVILWORKS, LLC.	HIGHWAY	\$60,235	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the parking lot expansion and preventative maintenance at the Flamingo Dept. of Motor Vehicles; Project No. 13-S05h; Contract No. 82187.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14908		
14.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - STATEWIDE CIP PROJECTS-NON-EXEC	DUBE GROUP INC, THE	GENERAL 56% BONDS 44%	\$50,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for exterior finishes for the Governor's Mansion Complex; Project No. 13-M52; Contract No. 82223.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14904		
15.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - CULTURAL AFFAIRS - CIPS NON-EXEC	PAUL CAVIN ARCHITECTS	BONDS 80% OTHER: TRANSFER FROM TREASURER 20%	\$162,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the loading dock and to replace the freight elevator at the Nevada State Museum; Project No. 13-C05; Contract No. 82184.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14897		

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16.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	CONTRACT INSPECTION SERVICES	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing professional construction inspection services at various locations and on an "as needed" basis: SPWD Internal Contract No. 77513.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14912		
17.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	PACE GROUP COMMUNICATIONS, INC.	OTHER: LODGING TAX	\$120,000	
	Contract Description:	This is a new contract that continues ongoing Nevada representation primarily in Western Canada. The target audience for public relations efforts is media and consumers in the provinces of British Columbia, Alberta, and Saskatchewan. The contracted vendor will work with consumer and trade media in these provinces to increase awareness of Nevada as a vacation destination. NCOT's mission is to increase travel to the rural areas of the state, so the contracted vendor's efforts will be focused on rural Nevada using Las Vegas and Reno as gateways.				
		Term of Contract:	Upon Approval - 09/30/2015	Contract # 14914		
18.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - EARLY INTERVENTION SERVICES	UNIVERSITY OF NV SCHOOL OF MEDICINE	GENERAL 65% OTHER: MEDICAID REIMBURSEMENT 35%	\$54,728	PROFESSIONAL SERVICE
	Contract Description:	This is a new interlocal agreement that continues ongoing genetic clinical and professional development services for treatment of children with inherited genetic disorders and to conduct Specialty Genetics Clinics for Bureau of Early Intervention Services clinic sites in Las Vegas and Reno and a one day professional development session in Reno.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14729		
19.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - COMMUNITY BASED SERVICES	SPRINT COMMUNICATIONS CO. LP	OTHER: SURCHARGE ON PHONE LINES VIA PUC	\$700,000	SOLE SOURCE
	Contract Description:	This is a new contract that continues ongoing CapTel and Telecommunication Relay Services for deaf, hard of hearing and speech disabled Nevadans. Any resident of Nevada who cannot hear or speak would not be able to use phone service without the Nevada Relay system. The program is funded through a surcharge by the Public Utilities Commission on phone services.				
		Term of Contract:	07/01/2013 - 06/30/2014	Contract # 14901		
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	PUBLIC KNOWLEDGE, LLC.	GENERAL 10% FEDERAL 90%	\$5,449,640	
	Contract Description:	This is a new contract to provide Medicaid Management Information System (MMIS) replacement planning to improve the administration of the Medicaid program by: adopting data and industry standards; promoting reusable components through standard interfaces and modularity; supporting interoperability and integration using open architecture and data standards; and supporting the integration of clinical and administrative data to enable better decision making.				
		Term of Contract:	Upon Approval - 08/31/2018	Contract # 14866		

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21.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	BOARD OF REGENTS-UNR UNSOM	GENERAL	\$1,762,000	EXEMPT
	Contract Description:	This is a new contract that continues ongoing postgraduate psychiatric residency services and training for University School of Medicine residents at the Northern and Southern Nevada Adult Mental Health Services facilities in Sparks and Las Vegas.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14502		
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH FACILITIES HOSPITAL LICENSING	BROADSPEC OF NEVADA, INC.	OTHER: PROVIDERS PAY CONTRACTOR DIRECTLY FOR REVIEWS.	\$600,000	
	Contract Description:	This is a new contract, with a new vendor, that continues ongoing services to provide reviews of architectural documents, function program requirements and infection control risk assessments, in accordance with applicable Nevada Administrative Code requirements.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 14818		
23.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC HEALTH PREPAREDNESS PROGRAM	DENVER HEALTH & HOSPITAL	GENERAL 17% FEDERAL 83%	\$727,842	
	Contract Description:	This is a new interlocal agreement, that continues basic statewide poison control and drug information and identification line services through the national toll-free telephone line.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14807		
24.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - OFFICE OF HEALTH ADMINISTRATION	NEVADA HEALTH CENTERS, INC.	GENERAL	\$200,000	
	Contract Description:	This is a new contract that continues ongoing mobile mammography services throughout the state for uninsured/underinsured women.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14802		
25.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	DATA BUILDERS, INC.	GENERAL 4% FEDERAL 96%	\$150,000	SOLE SOURCE
	Contract Description:	This is a new contract to augment Program Review and Evaluation's Q5i system with modifications that will accommodate the receipt of client case hearings information from the Silver State Health Insurance Exchange, handle the expected increase in hearings requests generated as a result of Health Care Reform, provide enhanced reporting for Health Care Reform, generate worker alerts for time frames, and scheduling of required actions.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 14830		

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26.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	SOLUTIONS RECOVERY, INC.	GENERAL	\$1,810,400	
	Contract Description:	This is the first amendment to the original contract which continues ongoing residential services for dual diagnosis clients. These services assist consumers with concurrent mental health and substance abuse issues and provides such services as community transition, life skills, employment training and personal care. This amendment extends the termination date from October 31, 2013 to October 31, 2014 and increases the maximum amount from \$3,530,280 to \$5,340,680. This amendment also increases bed capacity from 26 to 40.				
	Term of Contract:	11/01/2010 - 10/31/2014	Contract # 12486			
27.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CHURCHILL COUNTY	OTHER: REVENUE	\$340,723	
	Contract Description:	This is a new revenue intralocal agreement for ongoing assessment payments each fiscal year by the county to the Division of Child and Family Services pursuant to NRS 432B.326 for child protective services assessments to Churchill County.				
	Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14725			
28.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	NEVADA PEP, INC.	GENERAL 40.9% OTHER: RENT INCOME, PATIENT COLLECTIONS 2.5% FEDERAL 56.6%	\$710,782	
	Contract Description:	This is the first amendment to the original contract, which continues to provide Family to Family support services for both northern and southern Nevada. This amendment extends the termination date from December 31, 2013 to December 31, 2015 and increases the maximum amount from \$648,820.03 to \$1,359,601.69 due to the continued need for these services.				
	Term of Contract:	01/01/2012 - 12/31/2015	Contract # 12810			
29.	440	DEPARTMENT OF CORRECTIONS - OFFENDERS' STORE FUND	EMBARQ PAYPHONE SERVICES, INC.	OTHER: REVENUE CONTRACT	\$2,670,000	
	Contract Description:	This is the seventh amendment to the original contract, which continues ongoing telephone services to incarcerated persons. This amendment extends the termination date from February 28, 2014 to August 28, 2014 and increases anticipated revenue amount from \$14,400,000 to 17,070,000 due to the continued need for these services.				
	Term of Contract:	02/12/2008 - 08/28/2014	Contract # CONV5465			
30.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	ASSOCIATION OF STATE CORRECTIONAL ADMINISTRATORS, INC.	GENERAL	\$78,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide the Nevada Department of Corrections (NDOC) with a comprehensive, objective review and assessment of the current security staffing at its facilities that will enable NDOC to perform security operations in the most effective, efficient and uniform manner while preserving the primary mission to maximize public safety, facility security and staff safety.				
	Term of Contract:	Upon Approval - 06/30/2014	Contract # 14781			

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31.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES	OTHER: REVENUE CONTRACT	\$277,347	
	Contract Description:	This is a new cooperative agreement with the Nevada Division of Forestry to continue to maintain an ongoing supply of inmate labor for the operation of a conservation and fire suppression inmate work program.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 14860		
32.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	CALIFORNIA HIGHWAY PATROL	HIGHWAY	\$100,000	
	Contract Description:	This is the first amendment to the original interlocal agreement, which continues ongoing services to provide for installation of law enforcement equipment (lights, radios, push bumpers, decals) in new fleet vehicles owned by the division. This amendment extends the termination date from December 31, 2013 to December 31, 2015 and increases the maximum amount from \$35,000 to \$135,000 due to the need to install equipment in the vehicles funded for purchase in fiscal year 2014.				
		Term of Contract:	11/13/2012 - 12/31/2015	Contract # 13822		
33.	690	COLORADO RIVER COMMISSION	EXETER ASSOCIATES, INC.	OTHER: POWER SALES REVENUES	\$200,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide technical expertise and expert witness services to the Commission as it participates in NV Energy dockets filed before the Federal Energy Regulatory Commission and the Public Utilities Commission of Nevada. Expertise will be provided in utility economics, rate-making, cost of service analysis and other matters that are unique to regulated utility practice in Nevada.				
		Term of Contract:	Upon Approval - 10/31/2015	Contract # 14875		
34.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	EL AERO SERVICES, INC.	FEE: CONSERVATION FEES 25% FEDERAL 75%	\$1,800,000	
	Contract Description:	This is a new contract that continues ongoing helicopter services to help the department meet its wildlife management responsibilities and supplement existing helicopter capabilities.				
		Term of Contract:	10/08/2013 - 10/31/2016	Contract # 14900		
35.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	BROADBENT & ASSOCIATES, INC.	OTHER: ATLANTIC RICHFIELD CORPORATION 50% FEDERAL 50%	\$1,258,852	
	Contract Description:	This is the second amendment to the original contract, which provides professional site characterization and cleanup services in the event various forms of environmental contamination should occur. This amendment increases the maximum amount from \$2,400,000 to \$3,658,852 to cover the cost of previously unanticipated work at the Yerington Mine Site where the Arimetco heap leach mine drain-down Fluid Management System needs additional fluid volume capacity to prevent release of acidic fluids that may result from a large storm event during the rainy season of 2013-2014. This work will be implemented under authority provided by NRS 459.537 and as determined by the U.S. Environmental Protection Agency (EPA). The cost will be funded via a 50/50 split by the EPA through an amended Multi Site Cooperative Agreement and the remainder under a separate voluntary agreement with the Atlantic Richfield Company.				
		Term of Contract:	12/14/2010 - 12/31/2014	Contract # 11730		

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36.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	MCGINLEY & ASSOCIATES, INC.	FEE: PETROLEUM BOARD FEES	\$2,000,000	
	Contract Description:	This is the second amendment to the contract, which provides services to aid the state in conducting investigations of soil, groundwater and surface water contamination resulting from leaking tanks throughout the state. This amendment increases the maximum amount from \$810,885 to \$2,810,885 to allow for the response to, and clean-up of, petroleum discharges from underground storage tanks as provided for by NRS 590.835. This amendment also amends the original Scope of Work to add the training of Certified Environmental Managers. This training will include the purchase of training materials, hardware and software to facilitate the training as identified in the revised Scope of Work.				
	Term of Contract:	10/09/2012 - 06/30/2016	Contract # 13801			
37.	749	DEPARTMENT OF BUSINESS AND INDUSTRY - ATHLETIC COMMISSION	YBARRA, ALEJANDRO C.	GENERAL	\$52,000	
	Contract Description:	This is a new contract to provide Chief Inspector Services during Athletic Commission weigh-ins and events.				
	Term of Contract:	10/01/2013 - 09/30/2017	Contract # 14800			
38.	810	DEPARTMENT OF MOTOR VEHICLES - DIRECTOR'S OFFICE	PENNA POWERS BRIAN HAYNES, INC.	HIGHWAY 41% FEE: EMISSION FEES 59%	\$854,828	
	Contract Description:	This is a new contract to provide ongoing integrated marketing and media buying for the department's advertising campaigns.				
	Term of Contract:	10/08/2013 - 06/30/2017	Contract # 14887			
39.	BDC	LICENSING BOARDS & COMMISSIONS - DENTAL EXAMINERS	LEE A DRIZIN, CHTD.	OTHER: AGENCY FUNDS	\$350,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract for legal services for the Nevada State Board of Dental Examiners.				
	Term of Contract:	Upon Approval - 06/30/2017	Contract # 14910			
40.	BDC	LICENSING BOARDS & COMMISSIONS - DENTAL EXAMINERS	MORRIS, POLICH & PURDY	OTHER: AGENCY FUNDS	\$700,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract for legal services for the Nevada State Board of Dental Examiners.				
	Term of Contract:	Upon Approval - 06/30/2017	Contract # 14909			

***12. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	API NATIONAL SERVICE GROUP	OTHER: VARIOUS AGENCY FUNDS	\$250,000	
	Contract Description:	This is a new contract to provide fire suppression services. Fire suppression services include the testing and service of fire extinguishers, fire alarm systems, fire sprinkler systems and fire suppression systems.				
	Term of Contract:	11/01/2013 - 10/31/2017	Contract # 14915			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 2.	MSA	VARIOUS STATE AGENCIES	BURGARELLO ALARM, INC.	OTHER: VARIOUS AGENCY FUNDS	\$250,000	
	Contract Description:	This is a new contract to provide fire suppression services. Fire suppression services include the testing and service of fire extinguishers, fire alarm systems, fire sprinkler systems and fire suppression systems.				
		Term of Contract:	11/01/2013 - 10/31/2017	Contract # 14905		
MSA 3.	MSA	VARIOUS STATE AGENCIES	COLLINS TELECOMMUNICATIONS, LLC.	OTHER: VARIOUS	\$250,000	
	Contract Description:	This is the first amendment to the original contract, to provide communications site parts and services statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs to state owned communication equipment and infrastructure and fixtures. This amendment increases the maximum amount from \$100,000 to \$350,000 to cover NDOT's anticipated service needs.				
		Term of Contract:	04/12/2011 - 04/12/2015	Contract # 11969		
MSA 4.	MSA	VARIOUS STATE AGENCIES	RADCO COMMUNICATIONS, LLC.	OTHER: VARIOUS	\$300,000	
	Contract Description:	This is the first amendment to this contract to provide communication site parts and services including general maintenance on a as needed Statewide basis. This amendment increases the maximum amount from \$300,000 to \$500,000 due to an increased need for services.				
		Term of Contract:	04/12/2011 - 04/12/2015	Contract # 11974		
MSA 5.	MSA	VARIOUS STATE AGENCIES	RFI COMMUNICATIONS AND SECURITY SYSTEMS	OTHER: VARIOUS AGENCY FUNDS	\$250,000	
	Contract Description:	This is a new contract to provide fire suppression services. Fire suppression services include the testing and service of fire extinguishers, fire alarm systems, fire sprinkler systems and fire suppression systems.				
		Term of Contract:	11/01/2013 - 10/31/2017	Contract # 14906		
MSA 6.	MSA	VARIOUS STATE AGENCIES	SIEMENS INDUSTRY LAS VEGAS	OTHER: VARIOUS AGENCY FUNDS	\$75,000	
	Contract Description:	This is a new contract to provide fire suppression services. Fire suppression services include the testing and service of fire extinguishers, fire alarm systems, fire sprinkler systems and fire suppression systems.				
		Term of Contract:	11/01/2013 - 10/31/2017	Contract # 14907		

13. INFORMATIONAL ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved for the month of September.

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
14891	Department of Administration – Enterprise IT Services	Dell Marketing, LP.	Contract	\$11,892
Contract Description:	This is a new contract to provide installation of Compellent open system storage equipment required to replace/expand existing storage in Las Vegas, Nevada.			
14892	Department of Administration – Enterprise IT Services	Dell Marketing, LP.	Contract	\$46,000
Contract Description:	This is a new contract to provide installation of CommVault open system storage equipment required to replace/expand existing storage in Las Vegas, Nevada.			
14401	Department of Administration- Enterprise IT Services	Witch Communications Group	Amend#1	\$34,208
Contract Description:	This is the first amendment to the original agreement, which continues hub and secure data hosting for the state. This amendment increases the maximum amount from \$1,000,000 to \$1,034,027.34 due to a need for additional rack/cabinet space and power to house the backup for the Nevada Health Insurance Exchange.			
14894	Department of Administration – Enterprise IT Services	Dell Marketing, LP.	Contract	\$2,875
Contract Description:	This is a new contract to provide installation of Compellent open system storage equipment required to replace/expand existing storage in Carson City, Nevada.			
14917	Department of Administration – State Public Works Division	JBA Consulting Engineers, Inc.	Contract	\$15,750
Contract Description:	This is a new contract to provide professional architectural/engineering services to replace HVAC Units at the Lost City Museum; Project No. 13-M30; Contract No. 82031.			
14918	Department of Administration – State Public Works Division	JBA Consulting Engineers, Inc.	Contract	\$36,500
Contract Description:	This is a new contract to provide professional architectural/engineering services to replace rooftop HVAC Units – Housing Units at the Southern Nevada’s Women’s Correctional Center; Phase 1; Project No. 13-M16; Contract No. 82127.			
14921	Department of Administration – State Public Works Division	Ainsworth Associates	Contract	\$34,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC Systems renovation (Stewart Buildings 6 & 10); Project No. 13-M29; Contract No. 82214.			
14937	Department of Administration – State Public Works Division	JR Romero Architect	Contract	\$13,000
Contract Description:	This is a new contract to provide professional architectural/engineering services to replace the main doors at the Stead Training Facility; Reno, NV; Project No. 13-M54; Contract No. 82227. The project includes removing and replacing exterior doors and hardware of eight buildings.			

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14936	Department of Administration – State Public Works Division	DG Koch Associates, LLC.	Contract	\$18,200
Contract Description:	This is a new contract to provide professional design & construction administration engineering services for construction improvements to the Desert Regional Center; Project No. 13-M32; Contract No. 82195. The project will include replacing two existing gas furnaces and air cooled condensing units in each of three cottages located at the DRC, on North Jones, in Las Vegas, for a total of six systems; modification and/or replacement of existing ductwork; provide new gas connections and refrigerant tubing; wall patching and repairs as required by the upgraded HVAC systems; provide new packaged temperature controls, electrical and test/balance; remove existing equipment; and revise the condensate drains.			
14935	Department of Administration – State Public Works Division	Petty & Associates, Inc.	Contract	\$47,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the chiller and boiler replacement at the Warm Springs Correctional Center Housing Unit 2 in Carson City, NV; Project No. 13-M18; Contract No. 82115. Project includes the replacement of the existing boiler, chiller pumps, and other associated equipment as outlined in the Scope of Work for this project. Work will include all mechanical, electrical, and structural design as necessary.			
14933	Department of Administration – State Public Works Division	Rounds Engineering, LTD. Db a CR Engineering	Contract	\$29,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the boiler plant improvements at the Blasdel Building; Project No. 13-M38; Contract No. 82171. Project includes the removal of a 2,000 MBH dual fuel boiler, hot water pump, and controls. Installation of two (2) gas fired, high efficiency, condensing, 1,200 MBH, boilers, inline boiler pumps, base mounted hot water pumps, associated piping modifications and direct digital controls. The proposed electrical sub-consultant is Jensen Engineering.			
14939	Department of Administration – State Public Works Division	Engineering Partners	Contract	\$12,000
Contract Description:	This is a new contract to provide professional mechanical, electrical and design engineering services to replace rooftop HVAC Units at the Southern Nevada Child and Adult Services; Project No. 13-M34, Contract No. 82189. Project included the replacement of four (4) packaged rooftop units for the existing 6,500 square feet, single story building located at 6171 W. Charleston Blvd. in Las Vegas.			
14938	Department of Administration – State Public Works Division	Gary Guy Wilson Professional Corp.	Contract	\$21,744
Contract Description:	This is a new contract to provide professional architectural/engineering services for the elevator upgrade at the Belrose Building, Las Vegas, NV; Project No. 13-M49; Contract No. 82219. Project will include the design services to upgrade (02) two existing elevators located in the Belrose Office Building, including upgrades to the elevator equipment, signage, controls, ventilation unit and to address ADA and the fire safety requirements.			
14871	Department of Administration – State Public Works Division	ASAP Pump & Well Service	Contract	\$20,000
Contract Description:	This is a new contract that continues ongoing repairs, services, and maintenance to various State well sites, on an as needed basis and at the written request and approval of a Buildings and Grounds designee.			
14944	Department of Administration – State Public Works Division	Aspen Engineering, LLC.	Contract	\$26,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC System Renovation at the Northern Nevada Child and Adolescent Services Administration Building and Residential Buildings; Reno, Nevada; Project No. 13-M31 and 13-M35; Contract No. 82216. This project includes replacement of the existing heating, ventilating, and air conditioning equipment serving the Administration Building at the Northern Nevada Child and Adolescent Services campus on Enterprise Road in Reno.			
14922	Department of Administration – State Public Works Division	Petty & Associates, Inc.	Contract	\$20,000
Contract Description:	This is a new contract to provide boiler plant improvements at the Lake's Crossing, Sparks, Nevada; Project No. 13-M09; Contract No. 82131. The work will include all mechanical, electrical and structural design as necessary.			

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15016	Department of Administration – State Public Works Division	Lumos and Associates	Contract	\$24,900
Contract Description:	This is a new contract to provide professional architectural/engineering services for the Combined Support Maintenance Shop site improvements; Project No. 13-A027; contract No. 85597.			
14212	Department of Administration – State Public Works Division	Reno Tahoe Franchising Inc. dba Jani King of Reno	Amend#1	\$20,000
Contract Description:	This is the first amendment to the original contract, which continues ongoing floor cleaning/care at the written request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$15,000 to \$35,000 to add the task of carpet care to the scope of work for this contract.			
14984	Department of Administration – State Public Works Division	Carson Pump, LLC.	Contract	\$15,000
Contract Description:	This is a new contract to provide maintenance and repair of various well sites including, but not limited to Stewart well and Marlette pump site on an as-needed basis. This will be at the request and approval of a State Public Works Division (SPWD), Buildings and Grounds (B&G) – Marlette Water System designee(s).			
13149	Department of Business and Industry – Real Estate Division	Linda Rheinberger	Amend#2	\$5,000
Contract Description:	This is the second amendment to the original contract to extend the contract for one additional year from October 1, 2013 to September 30, 2014 to continue instructing the trust accounting course to brokers, broker-salespersons and salespersons.			
10838	Department of Employment, Training and Rehabilitation – Employment Security Division	Virtual Hold Technology, LLC.	Amend#1	\$20,102
Contract Description:	This is the second amendment to the original contract to extend the contract for one additional year from October 1, 2013 to September 30, 2014 to continue instructing the trust accounting course to brokers, broker-salespersons and salespersons.			
14793	Department of Employment, Training and Rehabilitation – Vocational Rehabilitation	University of Nevada School of Medicine	Amend#2	\$5,000
Contract Description:	This is a new contract to provide an applicant or eligible client services that include, but are not limited to, examination, consultation, diagnosis, treatment, therapy, anesthesia, medical facility fees, and hospital or surgeon fees. Services will be provided with the intent of getting the applicant able to return to work activities.			
13300	Department of Motor Vehicles – Field Services	Vogue Laundry & Cleaners, Inc. dba Vogue Linen and Uniform Rent	Amend#1	\$18,420
Contract Description:	This is an amendment to the original contract, which provides and maintains on a rental basis floor mats and scrapers for Elko, Ely, and Winnemucca DMV facilities. This amendment extends the termination date from September 30, 2013 to September 30, 2016 and increases the maximum amount from \$8,672.43 to \$27,091.51 due to the need to provide safety and protect the facilities.			
11122	Gaming Control Board	International Risk	Amend#2	\$49,900
Contract Description:	This is the second amendment to the original contract which provides ongoing investigations of foreign-based applicants. Difficulty in performing research in large, foreign records facilities characterized by poor indices mandates use of outside contractors to perform some of this work. This amendment increases the maximum amount from \$100,000 to \$149,900 due to an increases need for the services.			

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
14851	Department of Health and Human Services – Aging and Disability Services Division	DOP, Inc. dba Vegas Painters	Contract	\$11,010
Contract Description:	This is a new contract to provide interior painting of Building 1301 and 1308 at Desert Regional Center.			
14976	Department of Health and Human Services – Aging and Disability Services Division	Vegas Valley Fire Design, Inc.	Contract	\$19,498
Contract Description:	This is a new contract that continues ongoing fire sprinkler, fire extinguisher, fire hydrant inspection and repair services for Desert Regional Center.			
14977	Department of Health and Human Services – Aging and Disability Services Division	Pueblo Electrical Services, Inc.	Contract	\$20,000
Contract Description:	This is a new contract that continues ongoing electrical repair services for Desert Regional Center.			
14979	Department of Health and Human Services – Public and Behavioral Health	Center for Social Innovation	Contract	\$49,990
Contract Description:	This is a new revenue contract to develop planning for the Nevada Peer Support Program, which will ultimately support services and involvement with Nevada’s Mental Health and substance abuse services.			
14998	Department of Health and Human Services – Public and Behavior Health	Board of Regents – UNR Unsom	Contract	\$11,010
Contract Description:	This is a new interlocal agreement, for ongoing services to implement a statewide network of telemedicine/tele-psychiatry services to increase access to care in the rural areas on behalf of individuals with mental and co-occurring substance abuse disorders who may also be involved in the juvenile or criminal justice systems.			
14115	Department of Health Care Financing and Policy	Public Knowledge, LLC.	Amend #1	(\$13,870)
Contract Description:	This is the first amendment to the original contract which provides assistance to the Division with Federally required Medicaid Information Technology Architecture (MITA) 3.x State Self-Assessment (SS-A). This amendment decreases the maximum amount of the contract from \$601,391 to \$587,521 due to a change in the scope of work to remove the development of a cost allocation plan by the contractor. This amendment also incorporates the detailed Project Plan identified in the original scope of work; this change does not change the authority of the contract.			
14849	Department of Health and Human Services – Public Health	Bombard Mechanical	Contract	\$49,950
Contract Description:	This is a new contract to provide ongoing commercial plumbing and HVAC maintenance services to the Southern Nevada Adult Mental Health Services agency campus. Because of the unique design of the facilities and need for certifications and inspections, it is required to have licensed commercial plumbers and licensed commercial HVAC technicians available.			
14979	Department of Health and Human Services – Public Health	Center for Social Innovation	Contract	\$49,990
Contract Description:	This is a new contract to develop planning for the Nevada Peer support Program, which will ultimately support services and involvement with Nevada’s mental Health and substance abuse services.			
14958	Department of Motor Vehicles	Reno Tahoe Franchising, Inc.	Contract	\$16,870
Contract Description:	This is a new contract to provide ongoing janitorial service for the DMV Commercial Driver’s License facility located at 810 Greg Street, Sparks.			
14947	Department of Wildlife	Board of Regents – NSHE OBO UNR	Contract	\$15,000
Contract Description:	This is a new contract to provide qualified facilitation of Sage-grouse Local Working Group meetings in Nevada. Working with the Nevada Department of Wildlife, the Nevada System of Higher Education (Cooperative Extension) Staff will conduct up to three facilitated sessions with the Washoe-Lassen-Modoc, Lincoln. White Pine working groups and up to four sessions will be conducted with the Bi-State Local Working Group.			

***14. INFORMATIONAL ITEM – NOTIFICATION OF INTENT TO FILE FOR A GRANT OR LOAN FROM THE DISASTER RELIEF ACCOUNT**

A. Department of Public Safety – Division of Emergency Management – Carpenter 1 Fire – Mt. Charleston

Pursuant to NRS 353.2755, Clark County filed their letter of intent with the Division of Emergency Management within the 60 day requirement to request a loan or a grant from the Disaster Relief Account for the Carpenter 1 Fire, which occurred in the Mt. Charleston area.

15. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***16. FOR POSSIBLE ACTION – ADJOURNMENT**

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV
Capitol Building, 101 N. Carson St., Carson City, NV
Legislative Building, 401 N. Carson St., Carson City, NV
Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

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

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV
Brad Carson bcarson@dps.state.nv.us

Notice of this meeting was posted on the following website:

<http://budget.nv.gov/Meetings>

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

DETAILED AGENDA

October 8, 2013

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 10, 2013 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

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

A. Office of the Controller

Pursuant to NRS 284.1729, Section 1, Subsection 1-2, the Controller’s Office requests authority to continue to contract with a former employee, on a part-time basis through the use of a temporary service, so this individual, who retired on May 24, 2013, may train a new employee, once hired, on their debt collection duties in an effort to transfer knowledge without an additional loss in debt collection productivity. The original contract period was from June 11, 2013 through September 30, 2013. This request extends the contract period from upon Board of Examiner’s approval (anticipated to be October 8, 2013) through January 31, 2014 due to a delay in the recruitment process.

B. Governor’s Office of Economic Development

Pursuant to NRS 284.1729, Section 1, Subsection 1-2, the Governor’s Office of Economic Development (GOED) requests retroactive authority to contract with a former state employee through a state-approved temporary employment service to assist with closing GOED’s budgets for the fiscal year. The original contract period was for the week of September 2-6, 2013.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services Division	59	\$1,330,028
Department of Conservation and Natural Resources – Division of Water Resources	4	\$92,339
Department of Conservation and Natural Resources – Division of Forestry	2	\$84,500
Total:	65	\$1,506,867

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***5. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and revisions in the following Chapters:

- A. 0220 – Department of Administration – Division of Internal Audits – Filing Travel Claims**
- B. 2616 – Supporting Documentation of Expenditures**
- C. 0336 – Amendments to Contracts**

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***6. FOR POSSIBLE ACTION – TORT CLAIM**

- A. American Civil Liberties Union of Nevada and Valerie Nabors – TC 16655
Amount of Claim - \$130,000**

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

***7. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

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

The Division of Child and Family Services (DCFS) is requesting Board of Examiner approval of two Provider Agreement template contracts for services of independent contractor for the following services:

1. Fetal Alcohol Spectrum Disorders Clinic
2. Mental Health Service and Placement

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

***8. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A MANAGEMENT SERVICES AGREEMENT**

- A. Department of Health and Human Services – Director’s Office**

The DHHS Director’s Office is requesting Board of Examiner approval of the Management Services Agreement with Nevada Clinical Services, Inc. (NCS) to allow for the privately operated expansion of charitable safety-net mental health and social services at no charge to low income residents of Nevada. DHHS received authorization to execute this agreement with the adoption of Senate Bill 274 during the 77th session of the Legislature.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

9. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A RESOLUTION APPROVING A GROUND LEASE

A. Treasurer’s Office

The Treasurer’s Office is requesting approval of “A Resolution Approving a Ground Lease” to be entered into between Nevada System of Higher Education (NSHE) and the Nevada Real Property Corporation (NRPC) in which NSHE will lease certain property owned by it to the NRPC who will in turn sublease back to the NSHE the property and certain improvements to be constructed or improved thereon.

***10. FOR POSSIBLE ACTION – LEASES**

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

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***11. FOR POSSIBLE ACTION –CONTRACTS**

Forty independent contracts were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***12. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

Six master service agreements were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

13. INFORMATIONAL ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved for the month of September.

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Contract Description:	This is the first amendment to the original contract, which continues ongoing floor cleaning/care at the written request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$15,000 to \$35,000 to add the task of carpet care to the scope of work for this contract.			
14984	Department of Administration – State Public Works Division	Carson Pump, LLC.	Contract	\$15,000
Contract Description:	This is a new contract to provide maintenance and repair of various well sites including, but not limited to Stewart well and Marlette pump site on an as-needed basis. This will be at the request and approval of a State Public Works Division (SPWD), Buildings and Grounds (B&G) – Marlette Water System designee(s).			
13149	Department of Business and Industry – Real Estate Division	Linda Rheinberger	Amend#2	\$5,000
Contract Description:	This is the second amendment to the original contract to extend the contract for one additional year from October 1, 2013 to September 30, 2014 to continue instructing the trust accounting course to brokers, broker-salespersons and salespersons.			
10838	Department of Employment, Training and Rehabilitation – Employment Security Division	Virtual Hold Technology, LLC.	Amend#1	\$20,102
Contract Description:	This is the second amendment to the original contract to extend the contract for one additional year from October 1, 2013 to September 30, 2014 to continue instructing the trust accounting course to brokers, broker-salespersons and salespersons.			
14793	Department of Employment, Training and Rehabilitation – Vocational Rehabilitation	University of Nevada School of Medicine	Amend#2	\$5,000
Contract Description:	This is a new contract to provide an applicant or eligible client services that include, but are not limited to, examination, consultation, diagnosis, treatment, therapy, anesthesia, medical facility fees, and hospital or surgeon fees. Services will be provided with the intent of getting the applicant able to return to work activities.			
13300	Department of Motor Vehicles – Field Services	Vogue Laundry & Cleaners, Inc. dba Vogue Linen and Uniform Rent	Amend#1	\$18,420
Contract Description:	This is an amendment to the original contract, which provides and maintains on a rental basis floor mats and scrapers for Elko, Ely, and Winnemucca DMV facilities. This amendment extends the termination date from September 30, 2013 to September 30, 2016 and increases the maximum amount from \$8,672.43 to \$27,091.51 due to the need to provide safety and protect the facilities.			

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
11122	Gaming Control Board	International Risk	Amend#2	\$49,900
Contract Description:	This is the second amendment to the original contract which provides ongoing investigations of foreign-based applicants. Difficulty in performing research in large, foreign records facilities characterized by poor indices mandates use of outside contractors to perform some of this work. This amendment increases the maximum amount from \$100,000 to \$149,900 due to an increases need for the services.			
14851	Department of Health and Human Services – Aging and Disability Services Division	DOP, Inc. dba Vegas Painters	Contract	\$11,010
Contract Description:	This is a new contract to provide interior painting of Building 1301 and 1308 at Desert Regional Center.			
14976	Department of Health and Human Services – Aging and Disability Services Division	Vegas Valley Fire Design, Inc.	Contract	\$19,498
Contract Description:	This is a new contract that continues ongoing fire sprinkler, fire extinguisher, fire hydrant inspection and repair services for Desert Regional Center.			
14977	Department of Health and Human Services – Aging and Disability Services Division	Pueblo Electrical Services, Inc.	Contract	\$20,000
Contract Description:	This is a new contract that continues ongoing electrical repair services for Desert Regional Center.			
14979	Department of Health and Human Services – Public and Behavioral Health	Center for Social Innovation	Contract	\$49,990
Contract Description:	This is a new revenue contract to develop planning for the Nevada Peer Support Program, which will ultimately support services and involvement with Nevada’s Mental Health and substance abuse services.			
14998	Department of Health and Human Services – Public and Behavior Health	Board of Regents – UNR Unsom	Contract	\$11,010
Contract Description:	This is a new interlocal agreement, for ongoing services to implement a statewide network of telemedicine/tele-psychiatry services to increases access to care in the rural areas on behalf of individuals with mental and co-occurring substance abuse disorders who may also be involved in the juvenile or criminal justice systems.			
14115	Department of Health Care Financing and Policy	Public Knowledge, LLC.	Amend #1	(\$13,870)
Contract Description:	This is the first amendment to the original contract which provides assistance to the Division with Federally required Medicaid Information Technology Architecture (MITA) 3.x State Self-Assessment (SS-A). This amendment decreases the maximum amount of the contract from \$601,391 to \$587,521 due to a change in the scope of work to remove the development of a cost allocation plan by the contractor. This amendment also incorporates the detailed Project Plan identified in the original scope of work; this change does not change the authority of the contract.			
14849	Department of Health and Human Services – Public Health	Bombard Mechanical	Contract	\$49,950
Contract Description:	This a new contract to provide ongoing commercial plumbing and HVAC maintenance services to the Southern Nevada Adult Mental Health Services agency campus. Because of the unique design of the facilities and need for certifications and inspections, it is required to have licensed commercial plumbers and licensed commercial HVAC technicians available.			
14979	Department of Health and Human Services – Public Health	Center for Social Innovation	Contract	\$49,990
Contract Description:	This is a new contract to develop planning for the Nevada Peer support Program, which will ultimately support services and involvement with Nevada’s mental Health and substance abuse services.			
14958	Department of Motor Vehicles	Reno Tahoe Franchising, Inc.	Contract	\$16,870
Contract Description:	This is a new contract to provide ongoing janitorial service for the DMV Commercial Driver’s License facility located at 810 Greg Street, Sparks.			

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
14947	Department of Wildlife	Board of Regents – NSHE OBO UNR	Contract	\$15,000
Contract Description:	This a new contract to provide qualified facilitation of Sage-grouse Local Working Group meetings in Nevada. Working with the Nevada Department of Wildlife, the Nevada System of Higher Education (Cooperative Extension) Staff will conduct up to three facilitated sessions with the Washoe-Lassen-Modoc, Lincoln. White Pine working groups and up to four sessions will be conducted with the Bi-State Local Working Group.			

***14. INFORMATIONAL ITEM – NOTIFICATION OF INTENT TO FILE FOR A GRANT OR LOAN FROM THE DISASTER RELIEF ACCOUNT**

A. Department of Public Safety – Division of Emergency Management – Carpenter 1 Fire – Mt. Charleston

Pursuant to NRS 353.2755, Clark County filed their letter of intent with the Division of Emergency Management within the 60 day requirement to request a loan or a grant from the Disaster Relief Account for the Carpenter 1 Fire, which occurred in the Mt. Charleston area.

15. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***16. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments: _____

**DUE TO TECHNICAL DIFFICULTIES, ACTUAL
MINUTES WERE NOT TRANSCRIBED, BELOW IS A
GENERAL SUMMARY FOR THE SEPTEMBER 10, 2013
BOARD OF EXAMINERS' MEETING.**

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada 89701

VIDEOCONFERENCE: Grant Sawyer State Office Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

DATE AND TIME: September 10, 2013 at 10:30 a.m.

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

AGENDA

1. PUBLIC COMMENTS

There was no public comment.

***2. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 13, 2013
BOARD OF EXAMINERS' MEETING MINUTES**

Minutes were approved unanimously by the committee.

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

A. Department of Taxation – \$259,550

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department of Taxation is requesting authority to pay refund requests totaling \$259,550. This results in a remaining balance of \$308,428 in mining claim funds.

The BOE clerk indicated this was the last set of claims from mining companies. This item was removed from the August BOE to correct the amounts. The remaining claims, that were not claimed, totals \$308,428.

The Governor commented that this equals about 98% of the total funds available. He questioned why the full amount was not collected and wanted confirmation that potential claimants had been notified.

The Clerk confirmed that the total amount claimed and paid was very close to 98% of the total available amount and confirmed to board that notices were properly sent in advance of the June 30, 2013 deadline to claim funds.

The board approved this item unanimously.

***4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services Division	75	\$2,029,799
Department of Administration – State Public Works Division – Buildings and Grounds	1	\$1,800
Department of Agriculture – Commodity Food Program	1	\$105,518
Department of Agriculture – Consumer Equitability Program	2	\$71,013
Department of Conservation and Natural Resources – Division of Environmental Protection – Bureau of Mining Regulation/Reclamation	1	\$32,985
Department of Conservation and Natural Resources – Division of State Parks	1	\$44,000
Department Conservation and Natural Resources – Division of Forestry	1	\$27,748
Department of Conservation and Natural Resources – Division of Forestry	3	\$307,089
Department of Conservation and Natural Resources – Division of Forestry – Conservation Camps	10	\$338,195
Department of Conservation and Natural Resources – Division of Forestry – Conservation Camps	10	\$1,760,000
Department of Public Safety – Investigation Division	1	\$23,000
Total:	106	\$5,422,696

Keith Wells, Administrator – Fleet Management Division, provided an overview of the process followed in replacing vehicles. He indicated that the standards of 100,000 miles or 7 years are guidelines and that vehicles are sometimes replaced before or after these thresholds. Factors influencing the decision to replace a vehicle include maintenance costs, reliability and overall cost effectiveness of keeping them in service. The Governor inquired about whether the State receives value from vehicles that are replaced. Mr. Wells described the process of selling vehicles and indicated that we typically receive mid- blue book on average.

Pete Anderson, State Forester, described vehicles being requested by the Division of Forestry. Most of these vehicles have very high mileage. The Governor asked about the current fire season. Mr. Anderson indicated that we were currently below our five year average for acres burned and that we had been very fortunate lately.

The Clerk indicated that staff had reviewed the cost per vehicle and determined that it was reasonable compared to historical costs.

This item was unanimously approved.

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

Pursuant to NRS 217.117 Section 3, the applicant or Clerk of the Board may, within 15 days after the appeals officer renders a decision, appeal the decision to the Board. The Board shall consider the appeal on the record at its next scheduled meeting if the appeal and the record are received by the Board at least 5 days before the meeting. Within 15 days after the meeting the Board shall render its decision in the case or give notice to the applicant that a hearing will be held. The hearing must be held within 30 days after the notice is given and the Board shall render its decision in the case within 15 days after the hearing. The Board may affirm, modify or reverse the decision of the appeals officer.

A. Mark Nay

The issue before the Board is the appeal of a denial for VOCP assistance due to late filings of the police report and VOCP application. Mr. Nay was assaulted in January, 2010 and did not file a police report or request VOCP assistance until November 2012, which is well past the deadline allowed by statute.

Rebecca Salazar, Victims of Crime Program, provided a brief overview of this item. She indicated that Mr. Nay did not file a police report or an application for assistance from the Victims of Crime Program until well after the required time frames.

The Governor asked if there was any justification for failure to timely file. The Attorney General commented that she had reviewed the backup material carefully and that she supported the denial of the claim.

The board voted unanimously to affirm the appeals officer decision to deny the appeal.

***6. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Administration – Hearings & Appeals Division and Victims of Crime (Las Vegas)	Sahara Rancho Office Center, LLC.	\$4,110,048
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Administration – Hearings & Appeals Division and Victims of Crime. The total savings for the term of the lease is \$1,585,452. Term of Lease: 10/15/2013 – 10/14/2023		
2.	Department of Health and Human Services – Aging and Disability Services Division (Las Vegas)	JS Park Sahara, LLC.	\$398,481.38
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Health and Human Services – Aging and Disability Services Division. Term of Lease: 01/01/2012 – 01/31/2018		
3.	Department of Health and Human Services – Aging and Disability Services Division (Las Vegas)	JS Park Sahara, LLC.	\$2,344,641.12
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Health and Human Services – Aging and Disability Services Division. Term of Lease: 02/01/2012 – 01/31/2018		

BOE #	LESSEE	LESSOR	AMOUNT
4.	Department of Health and Human Services – Aging and Disability Services Division (Las Vegas)	JS Park Sahara, LLC.	\$132,824
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Health and Human Services – Aging and Disability Services Division. Term of Lease: 01/01/2012 – 01/31/2018		
5.	Department of Motor Vehicles (Yerington)	Douglas & S. JoAnn Roderick	\$105,236
	Lease Description: This is a new location which has been negotiated to house the Department of Motor Vehicles. The total savings for the first 2 years is \$828.24. Term of Lease: 09/01/2013 – 08/31/2018		
6.	Department of Public Safety – Board of Parole Commissioners (Carson City)	Charles R. Beverlee & M. McGrath	\$496,105
	Lease Description: This is an extension of an existing lease which has been negotiated to house Department of Public Safety – Board of Parole Commissioners. The total savings for the term of the lease is \$53,858.88. Term of Lease: 10/01/2013 – 09/30/2019		
7.	Department of Public Safety – Board of Parole Commissioners (Las Vegas)	AILP, LLC.	\$402,551
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Public Safety – Board of Parole Commissioners. The total savings for the term of the lease is \$255,091.68. Term of Lease: 09/01/2013 – 08/31/2019		
8.	State of Nevada Board of Podiatry (Reno)	Airport Gardens Investors, LLC.	\$72,170
	Lease Description: This is a new location which has been negotiated to house the State of Nevada Board of Podiatry. This lease includes 6 months of free rent. Term of Lease: 10/01/2013 – 09/30/2023		
9.	Department Public Safety – Nevada Highway Patrol (Yerington)	Douglas & S. JoAnn Roderick	\$19,380
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Public Safety – Nevada Highway Patrol. Term of Lease: 09/01/2013 – 08/31/2018		
10.	Nevada Department of Transportation (Reno)	Airport Gardens Investors, LLC.	\$134,769
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Transportation. Term of Lease: 01/01/2014 – 12/31/2017		
11.	Division of Water Resources (Elko)	Luis Crescitelli	\$11,520
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Division of Water Resources. Term of Lease: 07/01/2013 – 06/30/2014		
12.	Nevada Board of Accountancy (Reno)	Airport Gardens Investors, LLC.	\$189,055
	Lease Description: This is an extension of an existing lease to house the Nevada Board of Accountancy. The total savings for the term of the lease is \$51,127.08 Term of Lease: 09/01/2013 – 08/31/2023		

The Governor pointed out that there were savings in some of the leases. The clerk indicated that he had been inaccurate last month that savings were done. The clerk indicated that 5 of the leases represented savings.

The board approved this item unanimously.

***7. FOR POSSIBLE ACTION –CONTRACTS**

The clerk informed the board that the agency had requested withdrawal of contract #16. The agency intends to make some modifications and place this contract on the October agenda.

The Governor indicated he wanted testimony on contracts #1, 7, 8, 9, 14 and 36.

Contract #1 – Marta Adams, Attorney General’s Office, provided an overview of the current status of Yucca Mountain and the Federal government’s efforts. Ms. Adams, Nuclear Projects, discussed the need for this contract to address continued Federal efforts to place the nuclear depository at Yucca Mountain. They both indicated that Nevada’s investment is much lower than the Federal governments’ investment of over \$ 1 billion. Ms. Adams indicated that there is no development at Yucca Mountain. Instead, there is a 5 mile tunnel that is boarded up.

The Governor asked Ms. Adams how Nevada is fairing at preventing the Federal government from placing the nuclear repository at Yucca Mountain. Ms. Adams expressed confidence that Nevada would prevail and pointed to bi-partisan efforts in Congress that are promising.

Contract 7, 8 and 9 – The Governor asked the Department of Education for an overview of these contracts and inquired regarding deliverables and whether these contracts are set up to properly monitor the changing requirements in K-12 education. Department representatives indicated that the contracts would in fact monitor the changing core requirements and that data would be available in the future to allow assessment.

Contract #14 – The Governor asked for an overview of this program and whether it would help to address the mental health needs in southern Nevada. Dr. Tracy Green, Division of Public and Behavioral Health, indicated that housing is a key need in addressing mental health issues. She further added

that this contract provides for long-term care, is new Federal funds and that it would provide a much needed service for the region. The Governor asked whether this would help the mental health hospital in discharging patients. Dr. Green responded that this would allow for the placement of individuals needing long-term care. Further, this contract would help the division avoid the revolving door for patients who need long term housing. She concluded that this contract would definitely help in moving patients out of the hospital once they are stabilized.

Contract #36 – The Governor asked for an update on the Silver State Health Exchange and the contract being considered. John Hagar, Silver State Health Exchange, indicated that the agency was still shooting for an October 1st implementation of the program. He indicated that Nevada was in the middle of states as far as preparedness to implement October 1st. He further indicated that Nevada has elements in their plans that are more advanced than other states. The Governor commented on a Wall Street Journal article that was very complimentary of Nevada’s efforts. Mr. Hagar also indicated that the Federal representatives have been impressed with many of Nevada’s plan features.

Shawna DeRousse discussed the contract amendment. She indicated it was needed so we are ready to adjust to the changing Federal guidance and that the additional funding would allow us to quickly make the needed adjustments. The Governor commented that he is impressed with our efforts at bringing up an entirely new system in the face of constantly changing Federal guidance.

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	EGAN FITZPATRICK MALSCH & LAWRENCE	GENERAL 10% FEDERAL 90%	\$5,000,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract that continues ongoing outside specialized counsel to assist with the Yucca Mountain litigation and to represent the State before the U.S. Nuclear Regulatory Commission on issues related to the proposed Yucca Mountain high-level radioactive repository program. The contract is between the Nevada Agency for Nuclear Projects, the Office of the Attorney General and the vendor.				
		Term of Contract:	10/01/2013 - 09/30/2015	Contract # 14795		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
2.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	DAVID HELLERSTEIN	OTHER: INSURANCE PREMIUM TRUST FUND	\$55,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract that provides ongoing expert witness assistance to the Office of the Attorney General for lawsuits filed against the State that involve questions of medical conditions and treatment for individuals in legal confinement within the Department of Corrections. The vendor will assist in providing a legal expert opinion by reviewing case files and preparing written reports, charts and summaries. Services will also entail possible testimony at depositions and trials.				
		Term of Contract:	08/01/2013 - 06/30/2015	Contract # 14812		
3.	070	DEPARTMENT OF ADMINISTRATION – DIVISION OF HUMAN RESOURCE MANAGEMENT	AERIS ENTERPRISES, INC.	OTHER: ASSESSMENTS	\$446,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide analysis, design, development and consulting to identify the specific needs of the NEATS Phase III project. The prioritized items are an electronic ESMT process, electronic employee evaluation, modified security application with automated approval process, electronic NPD19 application form, and various upgrade features. These enhancements will be part of the NEATS platform and will be integrated with existing programs. Contractor will also provide knowledge transfer to state programmers for maintenance and emergency support.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14867		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	APPLIED ENGINEERING CONSULTANT	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide materials testing and inspection services as required. SPWD Contract No. 72695.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14801		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	SUNRISE ENGINEERING, INC.	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional code plan checking services as required. SPWD contract No. 74476.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14808		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	WRIGHT CONSULTING GROUP, INC.	OTHER: VARIES DEPENDING ON PROJECT	\$50,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required. Contract No. 73054.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14813		
7.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	LAS VEGAS GLOBAL ECONOMIC ALLIANCE	GENERAL	\$2,950,000	
	Contract Description:	This is a new contract that continues funding for regional development authorities to aid, promote, and encourage the economic development of Nevada. Contract amounts include funding for all associated costs, including, but not limited to, the dissemination of program information, marketing, grant writing, accounting services, legal services, travel and training.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14699		
8.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI	MEASURED PROGRESS, INC.	GENERAL 41% FEDERAL 59%	\$14,485,249	
	Contract Description:	This is the fourth amendment to the original contract, which provides support services for Nevada Student Assessments. This amendment increases the maximum amount from \$24,151,110 to \$38,636,359 due to an updated scope of work for fiscal years 2014 and 2015.				
		Term of Contract:	07/01/2010 - 06/30/2015	Contract # 10903		
9.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI	WESTED	FEDERAL	\$110,000	
	Contract Description:	This is the first amendment to the original contract, which provides an external evaluator for the Striving Readers Comprehensive Literature Grant. This amendment extends the termination date from September 30, 2013 to September 30, 2014 and increases the maximum amount from \$138,600 to \$248,600 due to a need for increased validation evidence from school visits and increased data collection.				
		Term of Contract:	06/05/2012 - 09/30/2014	Contract # 13407		
10.	334	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - HISTORIC PRESERVATION	BUREAU OF LAND MANAGEMENT	REVENUE	\$204,460	
	Contract Description:	This is a new revenue contract whereby the Nevada State Historic Preservation Office (SHPO) shall perform all necessary travel, professional analysis, and work required to expedite review of projects submitted by the Bureau of Land Management (BLM) Nevada district, with priority be given to projects involving renewable energy creation and distribution. The objectives of the work effort are to provide SHPO with additional staff work time support so that BLM projects can be expedited and to allow renewable energy projects to move forward as quickly as possible subject to Section 106 compliance and the process of required BLM-SHPO consultation using the BLM-SHPO State Protocol Agreement or the regulatory process in 36 CFR 800 as appropriate.				
		Term of Contract:	Upon Approval - 12/31/2017	Contract # 14787		
11.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	WASHOE COUNTY TREASURER	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$3,000,000	
	Contract Description:	This is a new interlocal agreement to continue ongoing receipt of Interlocal Governmental Transfer funds from Washoe County to support and fund the state's share of the supplemental Disproportionate Share Hospital program for hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients pursuant to NRS 422.382.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14711		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	BOARD OF REGENTS-UNLV	GENERAL 50% FEDERAL 50%	\$870,000	
	Contract Description:	This is a new contract to provide ongoing services of the Center for Health Information Analysis to collect and analyze financial, utilization and medical data from hospitals that provide services to Nevada Medicaid recipients and provide reports to the Division of Health Care Financing and Policy. Services include mandatory reports for Potentially Preventable Readmission Rates and analysis of inpatient and outpatient discharge data.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14227		
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	LAS VEGAS YMCA	FEDERAL	\$486,000	
	Contract Description:	This is a new contract to provide a comprehensive incentive based program to adults at risk of developing type 2 diabetes. This sixteen week program includes education on lifestyle changes including healthy eating, physical activity to prevent the development of type 2 diabetes. Participants are enrolled in the Medicaid Incentives for Prevention of Chronic Disease grant research study.				
		Term of Contract:	07/01/2013 - 12/31/2014	Contract # 14670		
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH	CENTRAL RECOVERY TREATMENT, LLC.	FEDERAL	\$826,000	
	Contract Description:	This is a new contract to provide housing at an off-site housing complex to create a community environment and to conduct training in daily living skills and provide outpatient treatment for adults diagnosed with serious mental illness and substance abuse.				
		Term of Contract:	10/01/2013 - 09/30/2015	Contract # 14734		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH	QUALITY MEDICAL IMAGING OF NEVADA, LLC.	GENERAL	\$220,000	
	Contract Description:	This is a new contract to provide ongoing portable x-ray services for the Southern Nevada Adult Mental Health Services hospital patients and some outpatients who have tested positive to the skin tuberculosis test for and for any and all patient emergencies requiring x-ray and/or patient injuries requiring x-ray.				
		Term of Contract:	10/01/2013 - 09/30/2015	Contract # 14697		
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	BROADSPEC OF NEVADA, INC.	OTHER: PROVIDERS PAY CONTRACTOR DIRECTLY FOR REVIEWS	\$600,000	
	Contract Description:	This is a new contract that continues ongoing services to provide reviews of architectural documents, function program requirements and infection control risk assessments, in accordance with applicable Nevada Administrative Code requirements.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 14818		
17.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	CHURCHILL COUNTY	REVENUE	\$235,328	
	Contract Description:	This is a new revenue contract that is ongoing and provides for the division to promote individual and family health in the county utilizing the State's community health nurses. Services will include testing, screening and treatment of tuberculosis and sexually transmitted diseases, as necessary.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14825		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH All Budget Accounts	NEVADA BROADCASTERS	OTHER: VARIOUS SOURCES	\$500,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide ongoing Non-Commercial Sustaining Announcements (formerly Public Service Announcements) on both radio and television, bilingually throughout the State of Nevada, to inform the public regarding state and national health issues.				
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH ALTERNATIVE PLACEMENT	DOUGLAS COUNTY	GENERAL 52% OTHER: COUNTY 48%	\$1,318,732	
	Contract Description:	This is the first amendment to the original interlocal agreement, which continues ongoing services to provide residential living care for boys and girls who have been adjudicated as delinquent and committed to China Springs Youth Camp or Aurora Pines Girls Facility as space is available. China Springs Youth Camp and Aurora Pines facilities are regional juvenile detention facilities as defined in NRS 62A.280 and are administered by county entities. This amendment increases the maximum amount from \$6,089,698 to \$7,408,430 due to an increase approved by the 2013 Legislature.				
20.	440	DEPARTMENT OF CORRECTIONS	SYSCO LAS VEGAS, INC.	GENERAL	\$16,000,000	
	Contract Description:	This is a new contract that is ongoing and provides food products for inmates statewide at a competitive price.				
21.	440	DEPARTMENT OF CORRECTIONS	US FOODS	GENERAL	\$10,000,000	
	Contract Description:	This is a new contract that is ongoing and provides food products for inmates statewide at a competitive price.				
22.	440	DEPARTMENT OF CORRECTIONS	C&M FOOD DISTRIBUTING, INC.	GENERAL	\$10,000,000	
	Contract Description:	This is a new contract that is ongoing and provides food products for inmates statewide at a competitive price.				
23.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	SEFTON, DONALD H. DBA SYSTEMS CONSULTANTS	FEE: TAG APPLICATION FEES	\$2,546,939	
	Contract Description:	This is a new contract to administer, maintain and enhance the existing Application Hunt system for receiving and processing game tag applications and their associated fees as well as administering and conducting the game tag drawing.				
24.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	SEFTON, DONALD H. DBA SYSTEMS CONSULTANTS	FEE: APPLICATION FEES	\$57,042	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract, which provides for the on-going maintenance and enhancement of the Nevada Wildlife Data System (NWDS). The NWDS processes the sale, recording and issuance of hunting and fishing licenses, boat registrations and boat titles, and processes registration for hunter education classes, data from the Harvest Information Program and citations by game wardens. This amendment extends the termination date from September 30, 2013 to December 31, 2013 and increases the maximum amount from \$231,126 to \$288,168 due to the continued need for these services pending completion of the in progress RFP negotiations and contract process.				
		Term of Contract:	01/01/2013 - 12/31/2013	Contract # 13937		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	OWYHEE AIR RESEARCH, INC.	FEE: 20% OTHER: WILDLIFE HERITAGE, WILDLIFE TRUST FUND 30% FEDERAL 50%	\$190,500	
	Contract Description:	This is the second amendment to the original contract, which provides fixed-wing aircraft services for monitoring wildlife movements through radio telemetry; wildlife population censusing; processing of GPS data and creation of electronic data files; preparation of maps; and conducts "Forward Looking Infrared" surveys to detect sage grouse and count them in remote areas. This amendment increases the maximum amount from \$300,000 to \$490,500 to provide additional flights for projects.				
		Term of Contract:	08/15/2011 - 08/31/2014	Contract # 12410		
26.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-Non-Exec	U.S. GEOLOGICAL SURVEY	OTHER: PASS THROUGH FUNDS 57% FEDERAL 43%	\$79,000	
	Contract Description:	This is a new cooperative agreement to provide data and tools needed for differentiating recharge and runoff in mountainous catchments, in Pine Valley, Nevada.				
		Term of Contract:	07/01/2013 - 09/30/2014	Contract # 14836		
27.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-Non-Exec	U.S. GEOLOGICAL SURVEY	OTHER: PASS THROUGH FUNDS	\$273,200	
	Contract Description:	This is a new cooperative agreement to provide hydrologic monitoring along the Carlin Trend through the operation and maintenance of seven stream gauging stations and two satellite telemetry stations within the Humboldt River Region.				
		Term of Contract:	10/01/2013 - 09/30/2015	Contract # 14838		
28.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS	OTHER: MINDEN DISPATCH COOPERATIVE AGREEMENT	\$60,000	
	Contract Description:	This is a new contract to provide ongoing quarterly preventative maintenance, unplanned repairs and parts specific to the Heating, Ventilation and Air Condition (HVAC) system at the Sierra Front Interagency Dispatch Center located at 2311 Firebrand Circle, Minden, NV. It is critical that the HVAC system is in operating condition at all times to prevent system failure at this 24-hour dispatch center.				
		Term of Contract:	10/01/2013 - 09/30/2017	Contract # 14726		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	BOARD OF REGENTS-UNR	FEE: AIR QUALITY MANAGEMENT FEES FROM BA 3184	\$250,000	
	Contract Description:	This is a new interlocal agreement to develop, implement and monitor a Wood Stove Change-Out program for the division's Bureau of Air Quality Planning (BAQP). The university will manage and operate the program and regularly report progress to the BAQP. It is expected that removal and replacement of old non-Environmental Protection Agency (EPA) compliant wood burning stoves with EPA-compliant and certified biofuel stoves will effectively reduce unnecessary emissions of fine particles in to the air and result in improved air quality for the region.				
		Term of Contract:	Upon Approval - 09/30/2015	Contract # 14805		
30.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - OCCUPATIONAL SAFETY & HEALTH ENFORCEMENT	PRAESES, LLC.	OTHER: WORKER'S COMPENSATION AND SAFETY FUND	\$231,000	SOLE SOURCE
	Contract Description:	This is a new contract for ongoing services to provide the state access to internet-based application software known as Jurisdiction Online (JO). The software will allow the division to manage the workflows and data of the Nevada Occupational Safety and Health Administration Mechanical Unit boiler/elevator inspection and licensing activities mandated by statute. The contractor will also provide services to migrate the state from their current system (Versa Regulation, from Iron Data, LLC.) to the Jurisdiction Online system.				
		Term of Contract:	09/10/2013 - 06/30/2015	Contract # 14806		
31.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - SAFETY CONSULTATION AND TRAINING	KPS 3, INC.	OTHER: WORKER'S COMPENSATION AND SAFETY FUND	\$250,000	
	Contract Description:	This is a new contract to provide the creation and implementation of a statewide multi-media workplace safety and health education and information program.				
		Term of Contract:	09/10/2013 - 09/10/2015	Contract # 14811		
32.	800	DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF PUBLIC SAFETY	HIGHWAY 5% FEDERAL 95%	\$4,000,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide support data and other information which will continue the statewide road users' behavioral campaign that promotes the awareness of the public and educates the public concerning highway safety matters consistent with the state's Strategic Highway Safety Plan.				
		Term of Contract:	09/10/2013 - 09/30/2015	Contract # 14810		
33.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	KAFOURY ARMSTRONG CO.	OTHER: BUSINESS ENTERPRISES SET-ASIDE	\$52,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract that continues to provide auditing services for Business Enterprises of Nevada facilities that generate annual gross revenue in excess of \$150,000.				
		Term of Contract:	Upon Approval - 12/31/2015	Contract # 14300		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$400,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide funds to support Nevadaworks National Emergency Grant Dislocated Worker Training (NEG DWT) program. The NEG DWT program provides training as outlined in Training and Employment Notice 38-12 to unemployed Northern Nevada residents that are receiving unemployment benefits for at least 27 weeks.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14791		
35.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$1,400,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide funding to support Workforce Connections National Emergency Grant Dislocated Worker Training (NEG DWT) program. The NEG DWT program provides training as outlined in Training and Employment Notice 38-12 to unemployed Southern Nevada residents that are receiving unemployment benefits for at least 27 weeks.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14792		
36.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	XEROX STATE HEALTHCARE, LLC.	FEDERAL	\$3,501,852	
	Contract Description:	This is the second amendment to the original contract, which continues ongoing support of a Business Operation Solution to the information technology and business function of the Silver State Health Insurance Exchange for enrollment in health insurance by October 1, 2013. This amendment increases the maximum amount from \$71,963,299 to \$75,465,151 for various potential change order requests to support the Centers for Medicaid Services and Centers for Consumer Information and Insurance oversight recent and future rulemaking and regulations. In order to meet the federal requirement of a fully functional state based marketplace, the contractor will need to make immediate changes as final decisions are made and rules are released.				
		Term of Contract:	08/14/2012 - 12/31/2016	Contract # 13561		

***8. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	AVYSION HEALTHCARE SERVICES	OTHER: VARIOUS	\$30,000,000	
	Contract Description:	This is a new contract to provide temporary medical related positions.				
		Term of Contract:	10/01/2013 - 09/30/2017	Contract # 14723		
MSA 2.	MSA	VARIOUS STATE AGENCIES	BONANZA REPORTING-RENO, LLC.	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract that continues ongoing court reporting services statewide from certified court reporters, on an as needed basis.				
		Term of Contract:	Upon Approval - 05/31/2017	Contract # 14755		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 3.	MSA	VARIOUS STATE AGENCIES	CORPORATE TRANSLATION SERVICES	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is the second amendment to the original Participating Addendum for the Western States Contracting Alliance-National Association of State Procurement Officials contract numbered 03508, which provides immediate translation services over the telephone. This amendment increases the maximum amount from \$100,000 to \$200,000 due to usage of the contracted services.				
		Term of Contract:	04/18/2011 - 02/15/2015	Contract # 12089		
MSA 4.	MSA	VARIOUS STATE AGENCIES	DEPO INTERNATIONAL	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract that continues ongoing court reporting services statewide from certified court reporters, on an as needed basis.				
		Term of Contract:	Upon Approval - 05/31/2017	Contract # 14754		
MSA 5.	MSA	VARIOUS STATE AGENCIES	NATRONASTAFF, INC. DBA NEVADA BACKGROUNDS	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is the sixth amendment to the original contract, which provides agencies with pre- and post-employment checks and background investigations done on a variety of job applicants and existing staff. This amendment increases the maximum amount from \$250,000 to \$350,000, due to the volume of use having been underestimated and a prior amendment extending the contract term.				
		Term of Contract:	11/10/2008 - 11/30/2013	Contract # CONV5955		

There was no discussion of these items. The board voted unanimously to approve this item.

9. INFORMATIONAL ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved for the period of August 13 through August 31.

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
14831	Department of Motor Vehicles	Centurion, Inc. dba Centurion Midwest, Inc.	Contract	\$15,000
14839	Department of Corrections	Wisam Smith Racker & Prescott, LLP.	Contract	\$13,040
14828	Department of Administration – State Public Works Division	Gloistein, Lawrence G. dba Timberline Electric	Contract	\$45,000
14837	Department of Health and Human Services – Division of Child and Family Services	Dunseath Key Company, Inc.	Contract	\$16,578
14765	Department of Administration – State Public Works Division	Ray Heating Products, Inc. dba RHP Mechanical Systems	Contract	\$12,368
11669	Department of Health and Human Services – Division of Welfare and Supportive Services	Talx, Corp.	Amend #5	\$17,615
14872	Department of Administration – State Public Works Division	DG Koch Associates, LLC.	Contract	\$32,500
14865	Attorney General’s Office	Ted Young PhD	Contract	\$20,000
12601	Department of Employment, Training and Rehabilitation	Rollins HT, Inc.	Amend #2	\$15,000
14877	Department of Administration – State Public Works Division	Harris Consulting	Contract	\$15,000
14880	Department of Administration – State Public Works Division	Harris Consulting	Contract	\$35,000
14876	Department of Administration – State Public Works Division	Converse Consultants	Contract	\$13,956
12587	Department of Employment, Training and Rehabilitation	JC Ehrlich Co. Inc.	Amend #2	\$5,000
14857	Department of Employment, Training and Rehabilitation	Westenaire Mechanical	Contract	\$20,928
14886	Department of Administration – State Public Works Division	Petty & Associates, Inc.	Contract	\$19,800
14885	Department of Administration – State Public Works Division	Petty & Associates, Inc.	Contract	\$14,000
14848	Department of Administration – Enterprise IT Services	Sirius Computer Solutions, Inc.	Contract	\$31,500
11146	Gaming Control Board	James Edwards	Amend #3	\$12,000

The clerk indicated that this is a new element as a result of the board’s decision in August to increase the clerk’s authority to approve contracts up to \$50,000. The clerk asked the board members if they liked the format and if they wanted additional information. The board members generally liked the format and information and commented that this is was we were trying to accomplish. Both the Governor and Attorney General asked a description of

these contracts and amendments similar to that provided in the agenda for the contracts being approved. The clerk indicated we would provide this information next month.

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

There was no public comment.

*11. FOR POSSIBLE ACTION – ADJOURNMENT

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV
Capitol Building, 101 N. Carson St., Carson City, NV
Legislative Building, 401 N. Carson St., Carson City, NV
Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

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

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV
Brad Carson bcarson@dps.state.nv.us

Notice of this meeting was posted on the following website:

<http://budget.nv.gov/Meetings>

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

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 9, 2013

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Katrina Nielsen, Budget Analyst IV
Budget Division

A handwritten signature in blue ink that reads "Katrina Nielsen".

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

OFFICE OF THE CONTROLLER

Agenda Item Write-up:

Pursuant to NRS 284.1729, Section 1, Subsection 1-2, the Controller's Office requests authority to continue to contract with a former employee, on a part-time basis through the use of a temporary service, so this individual, who retired on May 24, 2013, may train a new employee, once hired, on their debt collection duties in an effort to transfer knowledge without an additional loss in debt collection productivity. The original contract period was from June 11, 2013 through September 30, 2013. This request extends the contract period from upon Board of Examiner's approval (anticipated to be October 8, 2013) through January 31, 2014 due to a delay in the recruitment process.

Additional Information:

According to the Controller's Office, candidates from the initial two recruitment lists did not meet their needs so they're currently working with the Division of Human Resource Management to conduct a selective recruitment requiring debt collection experience. They anticipate receiving a new recruitment list by the middle to end of November and filling the position by January 2014.

Existing employees are not being used to perform this function due to the impact of losing the Assistant Controller position within the department during the 2011 Legislative Session. Through the 2013 Legislative Session, the Assistant Controller position has been restored beginning on October 1, 2013. Bringing back the former employee will ensure the employee is properly trained in the debt collection process while allowing other staff to continue their debt collection activities uninterrupted.

Statutory Authority:

NRS 284.1729

<p>REVIEWED: <u>SB</u></p> <p>ACTION ITEM: _____</p>
--



**OFFICE OF THE
STATE CONTROLLER**

RECEIVED

SEP 06 2013

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

September 6, 2013

Memorandum

To: Board of Examiners

From: Kim R. Wallin, Controller *Kim Wallin*

Subject: Review of Contract with a Former Employee

NRS 284.1729 requires this Board's review of emergency contracts which are made with former state employees who have been separated from service for less than two years. The Controller's office has contracted through Manpower for the services of Joyce Ponte, who retired from state service on May 24, 2013. On June 11, 2013, the Controller's Office came before the Board of Examiners who approved our request to have Ms. Ponte work in our office from June 15 – September 30, 2013.

The Controller's Office Debt Collection Department is currently short by one position due to the 2011 Legislature eliminating the Assistant Controller. Additionally, the existing staff has seen their workloads increase significantly with the volume of debts submitted to their office increasing over 234%.

Prior to Ms. Ponte's retirement, we posted a recruitment which resulted in two interviews. Neither of these candidates were selected for employment. On July 15, 2013 we requested an Open Competitive recruitment list, however the list that was received was at least one year old and was not open competitive. We are now posting a third request. Based on our recent hiring experience, we would like to have Ms. Ponte continue to assist in the Controller's Office Debt Collection Department until a new employee has been hired and trained to fill this position.

With approval of this request from the Board of Examiners, Ms. Ponte would continue working for no more than 20 hours per week. Her contract with Manpower would expire no later than January 31, 2014. Budget account 1130 has sufficient authority in Category 10 to cover this request.

State Capitol
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786
(775) 684-5750
Fax (775) 684-5696

www.controller.nv.gov

Grant Sawyer State Office Building
555 E. Washington Avenue, Suite 4300
Las Vegas, Nevada 89101-1071
(702) 486-3895
Fax (702) 486-3896

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Joyce Ponte</u>
Former Employee ID number:	<u>32687</u>
Former Job Title:	<u>Accountant Technician 2</u>
Former Employing Agency:	<u>Controller's Office</u>
Former Class and Grade:	<u>07.140 / 32 (Step 4)</u>
Employment Dates:	<u>Jan. 10, 2005 – May 24, 2013</u>
Contracting Agency:	<u>Manpower</u>

Please check which of the following applies:

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

a. Summarize scope of contract work.	Ms. Ponte will assist debt collection and train a new employee to take over her former position. See the attached work performance standards.
b. Document former job description.	See the attached work performance standards.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes. The reason for Ms. Ponte's being hired back temporarily is for the transfer of knowledge only she has in the area of debt collection that she worked in.
d. Explain why existing State employees within your agency cannot perform this function.	Short staffed due to losing one position in the department during the 2011 Legislative session. Additionally, the existing staff has seen their workloads increase significantly. The volume of debts that the department has received has increased 234% since the loss of the position in 2011.
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	There is no relationship.

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why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$21.27 <i>The rate of pay is equivalent to retired employees former rate of pay.</i>
g. List the range of comparable State employee rates.	Accountant Technician 2 hourly range: \$18.73 – 27.64 (step1 – step 10)
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	n/a
i. Document justification for hiring contractor.	Transfer of knowledge from Ms. Ponte to a new employee in this position. By doing so we expect the time it will take the new employee to come up to speed will be shortened; thereby allowing the State to collect more debt sooner. Prior to Ms. Ponte's retirement, we posted a recruitment which resulted in two interviews. Neither of these candidates were selected for employment. On July 15, 2013 we requested an Open Competitive recruitment list, however the list that was received was at least one year old and was not Open Competitive. We are now posting a third request. Based on our recent hiring experience, we would like to have Ms. Ponte's contract extended through Jan. 31, 2014.

Comments:

Deborah J. Cook 9/6/13

Contracting Agency Head's Signature and Date

Katrina Jensen 9/11/13

Budget Analyst

Clerk of the Board of Examiners





**DIVISION OF HUMAN RESOURCE
MANAGEMENT
EMPLOYEE WORK PERFORMANCE
STANDARDS FORM**

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	Last: Ponte	First: Joyce	Mid:	Employee ID #:	32687
Class Title:	Accountant Technician II			Date Standards Est/Rev:	August 8, 2012
Department/Division:	State Controller/ Debt Collection Section				
Agency # (3 digits):	060	Home Org # (4 digits):	1130	Position Control #:	50

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature:	<i>Joyce K Ponte</i>	Date:	<i>8/8/12</i>
Supervisor Title & Signature:	<i>Haydee D Meeker</i>	Date:	<i>8/8/12</i>
Reviewing Officer Title & Signature:		Date:	
Appointing Authority Title & Signature:	<i>M. V. H.</i>	Date:	<i>8-8-12</i>

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	*Weighted Value	Performance Standards
Job Element #1: Receiving Accounts from State Agencies	25%	
<ul style="list-style-type: none"> A. Receive placement accounts from State Agencies. Assign debtor's numbers to the new debtors and SCO identification numbers to the debts. Identify duplicate accounts. B. Maintain and update worksheets of accounts received from Agencies which are sent to debt collection companies. C. Research and resolve any discrepancies between State Agencies and collection companies. D. Filing proof of debt documents sent by the Agencies. 		<ul style="list-style-type: none"> A. Must be complete within twenty- four hours. B. Completed with one day of receipt the adjustments. C. Inquiries answered within twenty-four hours. D. Documents filed within one week of receipt.
Job Element #2: Reconciliations of Debt Collection Accounts, Worksheets and Fees	15%	
<ul style="list-style-type: none"> A. Prepare reconciliation details of payments from debt collection companies, State Agencies and Controllers' Office. B. Ensure that the payments are applied correctly and fees calculated and charged correctly. C. Foster communication with Agencies to correct any problem with payments. D. Provide copies of the reconciliations to the State Agencies. 		<ul style="list-style-type: none"> A. Payments reconciled within one week following receipt. Payments received on the worksheet must balance the amount recorded in the accounting system on the budget status report. B. Allocations must be accurate. C. Problems resolved within one week. D. Documents sent to the state agencies within 48 hours after the reconciliation is approved.

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Job Element #3: Transfer Payments to Agencies and Debt Collection Companies	15%	
<p>A. Prepare Cash Receipts (CR's) for monies received from debt collection companies via ACH.</p> <p>B. Prepare Journal Vouchers (JVD's) to transfer monies collected by debt collection companies back to the Agency or Recovery fund and send documentation to the correct Agency. Prepare journal entries to record fees.</p> <p>C. Prepare Payment Vouchers (PVE's) for fees owed to the debt collection companies and refunds for overpayments.</p>		<p>A. Cash Receipt prepared at the end of the day.</p> <p>B. Journal entries should be prepared within one week after receiving a deposit. Journal entries should have a 98% accuracy rate.</p> <p>C. Payment voucher prepared within one week after receiving the deposit from the debt collection company.</p>
Job Element #4: Administer the Debt Offset Program	10%	
<p>A. Put vendors on hold following the instructions in the vendor manual.</p> <p>B. Maintain worksheet of vendor on hold and the amount of debt.</p> <p>C. Review the rejected PV list for rejections due to vendors on hold.</p> <p>D. Inform both the withholding and paying agency when a payment voucher is intercepted.</p> <p>E. Submit official written 10-day notice to the vendor.</p> <p>F. Prepare the journal voucher to transfer the amount intercepted to the Agency or a memo to Payroll to offset wages.</p> <p>G. Communicate information on the debt offset program to Agencies or vendors, as needed.</p>		<p>A. Completed within one day of receipt of debt offset from agency.</p> <p>B. Completed within two days of receipt of debt offset from agency.</p> <p>C. List reviewed daily.</p> <p>D. Agency informed within one day.</p> <p>E. Letter sent within one day the holding agency is notified about the intercepted payment voucher.</p> <p>F. Journal voucher or memo prepared the day the 10 day notice expires.</p> <p>G. Inquiries answered within twenty-four hours.</p>
Job Element #5: Reporting, Reconciling and Adjusting Data	15%	
<p>A. Reporting: Prepare quarterly receivable report and submit to LCB.</p> <p>B. Adjusting Data: Maintain spreadsheet with updates received from State Agencies and collection agencies. They may include, but are not limited to, adjustments to the accounts, closed accounts, and write offs approved by BOE, etc.</p>		<p>A. Report should be done quarterly and submitted to LCB before the due date.</p> <p>B. Completed within one day of receipt the adjustments.</p>
Job Element #6: Miscellaneous Duties	10%	
<p>A. Set-up payment plans with debtors.</p> <p>B. Communicate with debtors, and supply both the debtor and debt collection companies supporting documents as requested.</p> <p>C. Accept credit card payments and adjust incorrect charges to credit card accounts.</p>		<p>A. As needed.</p> <p>B. Must be complete within twenty-four hours.</p> <p>C. As needed.</p>

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Job Element #7 - Back Up Functions	50%	
<ul style="list-style-type: none"> A. Back up check printing functions. B. Assist with large mailings. C. Prepare daily deposit when Accounting Assistant III is absent 		<ul style="list-style-type: none"> A. Deposit prepared by the end of the day. B. Arrive 60 minutes early to assist with check printing. Checks printed accurately. C. Mailings completed within the established timeline.
<ul style="list-style-type: none"> A. Work adjustment and adaptability. B. Cooperativeness. C. Dependability. D. Judgment. 		<ul style="list-style-type: none"> A. Able to adapt to new situation and work under pressure. B. Able to work with others, promotes teamwork. C. Meets deadlines, follows verbal and written instructions accurately. D. Shows diplomacy and tact when dealing with others.

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

NPD-14 Est. 1/03
Revised 3/12

PAY POLICY 01
 CLASSIFIED ON EMPLOYEE/EMPLOYER PAY CONTRIBUTION PLAN (EEs/ERs)
 COMPENSATION SCHEDULE

EFFECTIVE DATE: **JULY 2011

HOURLY RATE	GRADE AND STEP										APPROXIMATE SALARY			
											BI-WEEKLY	MONTHLY	SEMI-MONTHLY	ANNUAL
8.21	10-01	.....	.....	.....	.....	.....	.....	.....	.....	.....	656.80	1,428.54	714.27	17,142.48
8.48	10-02	11-01	.....	.....	.....	.....	.....	.....	.....	.....	678.40	1,475.52	737.76	17,706.24
8.78	10-03	11-02	12-01	.....	.....	.....	.....	.....	.....	.....	702.40	1,527.72	763.86	18,332.64
9.09	10-04	11-03	12-02	13-01	.....	.....	.....	.....	.....	.....	727.20	1,581.66	790.83	18,979.92
9.38	10-05	11-04	12-03	13-02	14-01	.....	.....	.....	.....	.....	750.40	1,632.12	816.06	19,585.44
9.72	10-06	11-05	12-04	13-03	14-02	15-01	.....	.....	.....	.....	777.60	1,691.28	845.64	20,295.36
10.05	10-07	11-06	12-05	13-04	14-03	15-02	16-01	.....	.....	.....	804.00	1,748.70	874.35	20,984.40
10.43	10-08	11-07	12-06	13-05	14-04	15-03	16-02	17-01	.....	.....	834.40	1,814.82	907.41	21,777.84
10.82	10-09	11-08	12-07	13-06	14-05	15-04	16-03	17-02	18-01	.....	865.60	1,882.68	941.34	22,592.16
11.21	10-10	11-09	12-08	13-07	14-06	15-05	16-04	17-03	18-02	19-01	896.80	1,950.54	975.27	23,406.48
11.62	20-01	11-10	12-09	13-08	14-07	15-06	16-05	17-04	18-03	19-02	929.60	2,021.88	1,010.94	24,262.56
12.10	20-02	21-01	12-10	13-09	14-08	15-07	16-06	17-05	18-04	19-03	968.00	2,105.40	1,052.70	25,264.80
12.53	20-03	21-02	22-01	13-10	14-09	15-08	16-07	17-06	18-05	19-04	1,002.40	2,180.22	1,090.11	26,162.64
13.03	20-04	21-03	22-02	23-01	14-10	15-09	16-08	17-07	18-06	19-05	1,042.40	2,267.22	1,133.61	27,206.64
13.57	20-05	21-04	22-03	23-02	24-01	15-10	16-09	17-08	18-07	19-06	1,085.60	2,361.18	1,180.59	28,334.16
14.10	20-06	21-05	22-04	23-03	24-02	25-01	16-10	17-09	18-08	19-07	1,128.00	2,453.40	1,226.70	29,440.80
14.66	20-07	21-06	22-05	23-04	24-03	25-02	26-01	17-10	18-09	19-08	1,172.80	2,550.84	1,275.42	30,610.08
15.26	20-08	21-07	22-06	23-05	24-04	25-03	26-02	27-01	18-10	19-09	1,220.80	2,655.24	1,327.62	31,862.88
15.90	20-09	21-08	22-07	23-06	24-05	25-04	26-03	27-02	28-01	19-10	1,272.00	2,766.60	1,383.30	33,199.20
16.57	20-10	21-09	22-08	23-07	24-06	25-05	26-04	27-03	28-02	29-01	1,325.60	2,883.18	1,441.59	34,598.16
17.24	30-01	21-10	22-09	23-08	24-07	25-06	26-05	27-04	28-03	29-02	1,379.20	2,999.76	1,499.88	35,997.12
17.99	30-02	31-01	22-10	23-09	24-08	25-07	26-06	27-05	28-04	29-03	1,439.20	3,130.26	1,565.13	37,563.12
18.73	30-03	31-02	32-01	23-10	24-09	25-08	26-07	27-06	28-05	29-04	1,498.40	3,259.02	1,629.51	39,108.24
19.57	30-04	31-03	32-02	33-01	24-10	25-09	26-08	27-07	28-06	29-05	1,565.60	3,405.18	1,702.59	40,862.16
20.38	30-05	31-04	32-03	33-02	34-01	25-10	26-09	27-08	28-07	29-06	1,630.40	3,546.12	1,773.06	42,553.44
21.27	30-06	31-05	32-04	33-03	34-02	35-01	26-10	27-09	28-08	29-07	1,701.60	3,700.98	1,850.49	44,411.76
22.23	30-07	31-06	32-05	33-04	34-03	35-02	36-01	27-10	28-09	29-08	1,778.40	3,868.02	1,934.01	46,416.24
23.21	30-08	31-07	32-06	33-05	34-04	35-03	36-02	37-01	28-10	29-09	1,856.80	4,038.54	2,019.27	48,462.48
24.22	30-09	31-08	32-07	33-06	34-05	35-04	36-03	37-02	38-01	29-10	1,937.60	4,214.28	2,107.14	50,571.36
25.31	30-10	31-09	32-08	33-07	34-06	35-05	36-04	37-03	38-02	39-01	2,024.80	4,403.94	2,201.97	52,847.28
26.44	40-01	31-10	32-09	33-08	34-07	35-06	36-05	37-04	38-03	39-02	2,115.20	4,600.56	2,300.28	55,206.72
27.64	40-02	41-01	32-10	33-09	34-08	35-07	36-06	37-05	38-04	39-03	2,211.20	4,809.36	2,404.68	57,712.32
28.93	40-03	41-02	42-01	33-10	34-09	35-08	36-07	37-06	38-05	39-04	2,314.40	5,033.82	2,516.91	60,405.84
30.22	40-04	41-03	42-02	43-01	34-10	35-09	36-08	37-07	38-06	39-05	2,417.60	5,258.28	2,629.14	63,099.36
31.61	40-05	41-04	42-03	43-02	44-01	35-10	36-09	37-08	38-07	39-06	2,528.80	5,500.14	2,750.07	66,001.68
33.06	40-06	41-05	42-04	43-03	44-02	45-01	36-10	37-09	38-08	39-07	2,644.80	5,752.44	2,876.22	69,029.28
34.59	40-07	41-06	42-05	43-04	44-03	45-02	46-01	37-10	38-09	39-08	2,767.20	6,018.66	3,009.33	72,223.92
36.22	40-08	41-07	42-06	43-05	44-04	45-03	46-02	47-01	38-10	39-09	2,897.60	6,302.28	3,151.14	75,627.36
37.89	40-09	41-08	42-07	43-06	44-05	45-04	46-03	47-02	48-01	39-10	3,031.20	6,592.86	3,296.43	79,114.32
39.68	40-10	41-09	42-08	43-07	44-06	45-05	46-04	47-03	48-02	49-01	3,174.40	6,904.32	3,452.16	82,851.84
41.54	50-01	41-10	42-09	43-08	44-07	45-06	46-05	47-04	48-03	49-02	3,323.20	7,227.96	3,613.98	86,735.52
43.51	50-02	51-01	42-10	43-09	44-08	45-07	46-06	47-05	48-04	49-03	3,480.80	7,570.74	3,785.37	90,848.88
45.57	50-03	51-02	52-01	43-10	44-09	45-08	46-07	47-06	48-05	49-04	3,645.60	7,929.18	3,964.59	95,150.16
47.74	50-04	51-03	52-02	53-01	44-10	45-09	46-08	47-07	48-06	49-05	3,819.20	8,306.76	4,153.38	99,681.12
50.02	50-05	51-04	52-03	53-02	54-01	45-10	46-09	47-08	48-07	49-06	4,001.60	8,703.48	4,351.74	104,441.76
52.43	50-06	51-05	52-04	53-03	54-02	55-01	46-10	47-09	48-08	49-07	4,194.40	9,122.82	4,561.41	109,473.84
54.94	50-07	51-06	52-05	53-04	54-03	55-02	.....	47-10	48-09	49-08	4,395.20	9,559.56	4,779.78	114,714.72
57.57	50-08	51-07	52-06	53-05	54-04	55-03	.....	.....	48-10	49-09	4,605.60	10,017.18	5,008.59	120,206.16
60.34	50-09	51-08	52-07	53-06	54-05	55-04	.....	.....	.....	49-10	4,827.20	10,499.16	5,249.58	125,989.92
63.23	50-10	51-09	52-08	53-07	54-06	55-05	.....	.....	.....	.....	5,058.40	11,002.02	5,501.01	132,024.24
66.32	.....	51-10	52-09	53-08	54-07	55-06	.....	.....	.....	.....	5,305.60	11,539.68	5,769.84	138,476.16
69.53	.....	.....	52-10	53-09	54-08	55-07	.....	.....	.....	.....	5,562.40	12,098.22	6,049.11	145,178.64
72.90	.....	.....	.....	53-10	54-09	55-08	.....	.....	.....	.....	5,832.00	12,684.60	6,342.30	152,215.20
76.42	.....	.....	.....	.....	54-10	55-09	.....	.....	.....	.....	6,113.60	13,297.08	6,648.54	159,564.96
79.95	.....	.....	.....	.....	.....	55-10	.....	.....	.....	.....	6,396.00	13,911.30	6,955.65	166,935.60

THE CONTRIBUTION RATE FOR MEMBERS OF THE RETIREMENT SYSTEM WHO ELECT EMPLOYEE/EMPLOYER PAY CONTRIBUTION PLAN IS 12.25%. MEMBERS OF THE POLICE/FIRE FUND CONTRIBUTE 20.25%.

**EFFECTIVE FIRST MONTHLY RETIREMENT REPORTING PERIOD COMMENCING ON OR AFTER JULY 1, 2011.

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CONTRACTS TO PROVIDE SERVICES

NRS 284.1729 Limitations and requirements; approval by State Board of Examiners; emergencies; reports to Interim Finance Committee; applicability of state purchasing provisions; exceptions.

1. Except as otherwise provided in this section, a department, division or other agency of this State shall not enter into a contract with a person to provide services for the agency if:

- (a) The person is a current employee of an agency of this State;
- (b) The person is a former employee of an agency of this State and less than 2 years have expired since the termination of the person's employment with the State; or
- (c) The person is employed by the Department of Transportation for a transportation project that is entirely funded by federal money and the term of the contract is for more than 4 years,
 - ↳ unless, before the contract is executed by the agency, the State Board of Examiners approves the employment of the person. The requirements of this subsection apply to any person employed by a business or other entity that enters into a contract to provide services for a department, division or agency of this State if the person will be performing or producing the services for which the business or entity is employed.

2. The provisions of paragraph (b) of subsection 1 apply to employment through a temporary employment service. A temporary employment service providing employees for a state agency shall provide the agency with the names of the employees to be provided to the agency. The State Board of Examiners shall not approve a contract pursuant to paragraph (b) of subsection 1 unless the Board determines that one or more of the following circumstances exist:

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

3. A department, division or other agency of this State may contract with a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the State Board of Examiners if the term of the contract is for less than 4 months and the executive head of the department, division or agency determines that an emergency exists which necessitates the contract. If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall submit a copy of the contract and a description of the emergency to the State Board of Examiners, which shall review the contract and the description of the emergency and notify the department, division or agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection.

4. Except as otherwise provided in subsection 9, a department, division or other agency of this State shall, not later than 10 days after the end of each fiscal quarter, report to the Interim Finance Committee concerning all contracts to provide services for the agency that were entered into by the agency during the fiscal quarter with a person who is a current or former employee of a department, division or other agency of this State.

5. Except as otherwise provided in subsection 9, a department, division or other agency of this State shall not contract with a temporary employment service unless the contracting process is controlled by rules of open competitive bidding.

6. Each board or commission of this State and each institution of the Nevada System of Higher Education that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:

- (a) The number of consultants employed by the board, commission or institution;
 - (b) The purpose for which the board, commission or institution employs each consultant;
 - (c) The amount of money or other remuneration received by each consultant from the board, commission or institution;
- and
- (d) The length of time each consultant has been employed by the board, commission or institution.

7. A department, division or other agency of this State, including a board or commission of this State and each institution of the Nevada System of Higher Education:

(a) Shall make every effort to limit the number of contracts it enters into with persons to provide services which have a term of more than 2 years and which are in the amount of less than \$1 million; and

(b) Shall not enter into a contract with a person to provide services without ensuring that the person is in active and good standing with the Secretary of State.

8. The provisions of chapter 333 of NRS that are not in conflict or otherwise inconsistent with this section apply to a contract entered into pursuant to this section.

9. The provisions of subsections 1 to 5, inclusive, do not apply to:

- (a) The Nevada System of Higher Education or a board or commission of this State.
 - (b) The employment of professional engineers by the Department of Transportation if those engineers are employed for a transportation project that is entirely funded by federal money.
 - (c) Contracts in the amount of \$1 million or more entered into:
 - (1) Pursuant to the State Plan for Medicaid established pursuant to NRS 422.271.
 - (2) For financial services.
 - (3) Pursuant to the Public Employees' Benefits Program.
 - (d) The employment of a person by a business or entity which is a provider of services under the State Plan for Medicaid and which provides such services on a fee-for-service basis or through managed care.
- (Added to NRS by 2009, 2066; A 2011, 3101)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

Various State Agencies

Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701

Contact: Annette Morfin, Purchasing Officer
Phone: (775) 684-0185 Fax: (775) 684-0188
Email: amorfin@admin.nv.gov

and

Manpower

1155 W 4th St #223
Reno NV 89503

Contact: Patrick Harrigan
Phone: (775) 328-6020 Fax: (775) 328-6030
Email: pharrigan@mpreno.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Independent Contractor" – means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.
 - D. "Current State Employee" – means a person who is an employee of an agency of the State.
 - E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be March 12, 2013).

Effective from:	April 1, 2013	To:	March 31, 2017
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED ITEMS
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	REQUEST FOR PROPOSAL 2029 AND AMENDMENTS #1 AND #2
ATTACHMENT DD:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Invoices will be paid upon receipt of invoice and using agency's approval, invoices will be paid within 30 days. Agency Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 23% Agency Recruitment Administrative Markup Fee. Contractor Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 33% Contractor Recruitment Administrative Markup Fee. Both markup fees include a 13.76% Employers Tax Contribution and 6.13% for Benefit Cost consisting of liability and bonding insurance and workers compensation insurance. Temporary employees may be required to drive State vehicles and contractor must maintain the \$1,000,000.00 automobile liability on their insurance policy to cover this requirement.
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Total Contract Not to Exceed:	\$6,000,000.00 for the contract term.
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The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriate may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will

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subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason for the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with

respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

E. **Winding Up Affairs Upon Termination.** In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination.

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set-off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the state only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create

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relationships of an employer-employee or principal-agent, or to otherwise create any liability for the state whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the state; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	PH	
2.	Will the Contracting Agency be providing training to the independent contractor?	PH	
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	PH	
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		PH
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		PH
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		PH
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		PH

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the state, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

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- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number, description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies, listed. Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage.*

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

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- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
 - 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepare or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
 23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
 24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

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- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
- B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
- C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. **General Warranty.** Contractor warrants that all services, deliverables, and/or work-products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- B. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identify of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

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30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Patricia Lewis 1/15/13 Business Development
Independent Contractor's Signature Date Independent Contractor's Title

Rumbelle East 1/23/13 Dep Administrator
Signature Date Title

Signature Date Title

Signature Date Title

[Signature]
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3/12/13
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On: 13 Jan 13
Date

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Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 5, 2013
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: John Borrowman, Budget Analyst *JB*
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. An analysis of the action item and recommendation is also provided.

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

Agenda Item Write-up:

Pursuant to NRS 284.1729, Section 1, Subsection 1-2, the Governor's Office of Economic Development (GOED) requests retroactive authority to contract with a former state employee through a state-approved temporary employment service to assist with closing GOED's budgets for the fiscal year. The original contract period was for the week of September 2-6, 2013.

Additional Information:

According to GOED's request, this emergency hire and retroactive request was necessitated due to staff turnover and workload. The nature of the work related to the agency's September 3 deadline to submit fiscal year closing documents.

Statutory Authority:

NRS 284.1729

REVIEWED: _____

ACTION ITEM: _____

John Borrowman

From: Steve Woodbury
Sent: Tuesday, September 24, 2013 10:00 AM
To: Eric King
Cc: John Borrowman
Subject: Emergency Contract w/ Former State Employee

Hi Eric,

As requested, please consider this email notification that GOED contracted with a former state employee (Tina Lord-Sanchez) through a state-approved temporary employment service. Tina retired from the state 22 months ago, in November of 2011. Due to staff turnover and workload issues, we considered it an emergency and brought Tina in for several days the week of September 2 to assist with GOED's budget closings. The cost was \$643.40.

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

Thank you,

Steve Woodbury
Administrative Services Officer
808 W. Nye Lane
Carson City, NV 89703
775-687-9909 | office
775-230-8667 | cell
775-687-9925 | fax
scwoodbury@diversifynevada.com
www.diversifynevada.com

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 12, 2013
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: John Borrowman, Budget Analyst *JB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION – FLEET SERVICES DIVISION

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to purchase fifty-nine new vehicles in FY 2014 for a total of \$1,330,028.

Additional Information:

The Department of Administration – Fleet Services Division seeks approval to purchase fifty-nine new vehicles to support agency ongoing requests for leased vehicles. These vehicle purchases were approved during the 2013 Legislative Session in decision unit E711.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

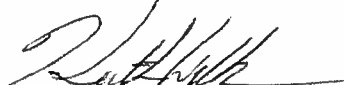
REVIEWED: *JB 9/12/13*
ACTION ITEM: _____

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Administration - Fleet Services	59	\$1,330,028
Total:	75	\$1,330,028

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

Agency Name: Fleet Services	Budget Account #: 1354	
Contact Name: Keith Wells	Telephone Number: 775-684-1880	
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>59</u> Amount of the request: <u>\$1,330,028</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Multiple - see attached worksheet Mission of the requested vehicle(s): Multiple - see attached worksheet		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E-711 If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. All purchases will meet SAM 1308		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: _____ Odometer Reading: See attached worksheet Type of Vehicle: _____ Vehicle #2 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____ <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. See Attached Worksheet	
APPOINTING AUTHORITY APPROVAL:		
 _____ Agency Appointing Authority	Administrator _____ Title	09/03/2013 _____ Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
_____ Board of Examiners	_____ Date	

Revised 7/13/10

**Fleet Services Vehicle Replacement
FY2014 Dec Unit E711**

Plate ID	Year, Make, Model	Region	Budget Acct	Agency	Miles	Meets SAM 1309 Criteria	Maintenance Cost Per Mile	Comments
32848	1998-GMC-VAN	GARD	3648	DHHS	75565	Age	0.11	Replace
42217	2002-TOY-PRIU	RENO	3281	HR: CFS N NV CHILD & ADOL. SRV	94225	Age	0.06	Replace
35015	1998-DOD-VAN	RENO	3162	DHHS	59802	Age	0.09	Replace
55521	2008-CHR-SEBR	FALLON	3229	HR: CFS CHILD WELFARE	114033	Miles	0.03	Replace
38921	2001-TOY-PRIU	FALLON	3224	HHS:COMMUNITY HLTH SVCS	91475	Age	0.08	Meets age requirement- Upgrade to Small SUV to better suit the needs of the using agency
41909	2001-GMC-VAN	MESQUI	3161	DHHS	89958	Age	0.07	Replace
46201	2004-CHE-CAVA	ELKO	326303	HR:CFS YTH CORRECTIONS SVC	67033	Age	0.06	Meets age requirements Upgrade to Intermediate sdn to better suit the
42222	2002-CHE-CAVA	RENO	3233	DHHS	67735	Age	0.05	Replace
42257	2002-DOD-CARA	MESQUI	3161	HHS:DPBH-S NV ADLT MNTL HLTH	97014	Age	0.12	Replace
42322	2002-CHE-CAVA	ELY	1030	ATTORNEY GENERAL	89000	Age	0.02	Replace
42338	2002-CHE-S10	LV	1346	LIBRARY & ARCHIVES:MAIL SRVCS	98133	Age	0.06	Replace
42361	2002-CHE-CAVA	LV	3646	DCFS	64031	Age	0.06	Replace
42706	2002-CHE-CAVA	LV	3646	DCFS	73912	Age	0.08	Replace
42717	2002-CHE-CAVA	LV	3646	DCFS	79551	Age	0.05	Replace
42856	2002-CHE-CAVA	TONOPA	3224	HHS:COMMUNITY HLTH SVCS	83244	Age	0.03	Replace
45249	2004-CHE-CAVA	RNOMP	1354	ADMIN:FLEET SERVICES	91305	Age	0.04	Replace
45250	2004-CHE-CAVA	CARSON	3167	HHS:AGING SRVCS RURAL REGIONAL	103284	Age	0.06	Replace
46205	2004-CHE-CAVA	CARSON	3229	HR: CFS CHILD WELFARE	94822	Age	0.06	Replace
46213	2004-CHE-CAVA	FERNLE	3167	HHS:AGING SRVCS RURAL REGIONAL	91428	Age	0.07	Replace
46228	2004-CHE-CAVA	LV	3263	DCFS	72118	Age	0.05	Meets age requirements Upgrade to Intermediate sdn to better suit the needs of the using agency
48182	2005-FOR-FOCU	CARSON	3149	HHS:DPBH-CHILD CARE SRVCS	92947	Age	0.06	Replace
50321	2006-TOY-HIGH	CARSON	4173	CONS:DIVISION OF STATE LANDS	119561	Miles	0.05	Replace
51071	2006-CHE-COBA	RENO	3162	HHS:DPBH-N NV ADLT MNTL HLTH	97768	Will Meet Miles by time of purchase	0.05	Replace
51134	2006-DOD-STR	CARSON	3216	HHS:HLTH FACILITIES	99050	Will Meet Miles by time of purchase	0.03	Replace
51555	2006-FOR-FOCU	RENO	3162	HHS:DPBH-N NV ADLT MNTL HLTH	102934	Miles	0.04	Replace
51593	2006-FOR-EXPED	RNOMP	1354	ADMIN:FLEET SERVICES	111414	Miles	0.03	Replace
51661	2006-FOR-FOCU	FALLON	3229	HR: CFS CHILD WELFARE	99356	Will Meet Miles by time of purchase	0.04	Replace
51665	2006-FOR-TAUR	LV	3209	AGING SRVCS	77171	Age and Excessive Repairs Needed	0.06	Replace
51691	2006-FOR-FOCU	RENO	3281	HR: CFS N NV CHILD & ADOL. SRV	101363	Miles	0.04	Replace
51695	2006-DOD-CARA	CARSON	1346	LIBRARY & ARCHIVES:MAIL SRVCS	101985	Miles	0.07	Replace
51727	2006-DOD-STR	ELKO	3167	HHS:AGING SRVCS RURAL REGIONAL	90012	Age	0.03	Replace
53351	2007-DOD-CARA	CARSON	1346	LIBRARY & ARCHIVES:MAIL SRVCS	101752	Miles	0.08	Replace
53377	2007-CHE-COBA	CARSON	3229	HR: CFS CHILD WELFARE	107450	Miles	0.04	Replace
53380	2007-CHE-COBA	RENO	3208	HHS:AGING SRVCS EARLY INTERVEN	104764	Miles	0.05	Replace
53383	2007-CHE-SUBU	CCMP	1354	ADMIN:FLEET SERVICES	119059	Miles	0.05	Replace
53413	2006-CHE-MALI	LV	3740	PAROLE & PROBATION	82840	Age	0.09	Replace
53432	2002-CHE-MALI	LV	3740	PAROLE & PROBATION	65237	Age	0.06	Replace
53434	2002-CHE-MALI	LVMP	1354	ADMIN:FLEET SERVICES	91747	Age	0.06	Replace
53436	2002-CHE-MALI	LV	1354	ADMIN:FLEET SERVICES	67167	Age	0.04	Replace
53439	2002-CHE-MALI	LV	1354	ADMIN:FLEET SERVICES	72984	Age	0.07	Replace
55514	2008-CHE-COBA	LV	3101	HHS:DPBH-RADIOLOGICAL HEALTH	93654	Will Meet Miles by time of purchase	0.04	Replace
55515	2008-CHE-COBA	ELKO	3208	HHS:EARLY INTERVENTION SRVCS	96926	Will Meet Miles by time of purchase	0.04	Replace
55522	2008-CHR-SEBR	FALLON	3229	HR: CFS CHILD WELFARE	102597	Miles	0.06	Replace
57355	2008-CHE-IMPA	CARSON	3229	HR: CFS CHILD WELFARE	108120	Miles	0.05	Replace
57364	2008-CHE-IMPA	FERNLE	3229	HR: CFS CHILD WELFARE	99399	Will Meet Miles by time of purchase	0.06	Replace
57366	2008-CHE-IMPA	FALLON	3229	HR: CFS CHILD WELFARE	91759	Will Meet Miles by time of purchase	0.06	Replace
57368	2008-CHE-IMPA	CARSON	3229	HR: CFS CHILD WELFARE	97068	Will Meet Miles by time of purchase	0.06	Replace
57386	2008-CHE-COBA	CARSON	1562	PUBLIC WORKS BOARD	96031	Will Meet Miles by time of purchase	0.03	Replace
58129	2008-TOY-RAV4	ELKO	3266	HHS:AGING AND DISABILITY SRVCS	117908	Miles	0.05	Replace
58267	2006-CHE-MALI	FALLON	3229	HR: CFS CHILD WELFARE	95688	Will Meet Miles by time of purchase	0.07	Replace
58278	2009-CHE-COBA	RENO	3266	HHS:AGING AND DISABILITY SRVCS	107116	Miles	0.04	Replace
58446	2003-CHE-CAVA	LV	3161	HHS:DPBH-S NV ADLT MNTL HLTH	97275	Age	0.07	Replace

Plate ID	Year, Make, Model	Region	Budget Acct	Agency	Miles	Meets SAM 1309 Criteria	Maintenance Cost Per Mile	Comments
60241	2002-CHE-CAVA	RENO	3162	DHHS	47772	Age	0.05	Replace
028PRL	2002-CHE-CAVA	RENO	1033	ATTORNEY GENERAL	77085	Age	0.07	Replace
42165	2002-TOY-PRIU	FALLON	3263	CFS YTH CORRECTIONS SVC	68916	Age	0.09	Meets age requirements Upgrade to Intermediate
103RHH	2004-CHE-MALI	LV	4061	GAMING CONTROL BOARD	81703	Age	0.05	Replace
103SAA	2005-FOR-TAUR	RENO	4061	GAMING CONTROL BOARD	92352	Age	0.04	Replace
465WDG	2007-CHR-SEBR	RENO	3740	PAROLE & PROBATION	92448	Will Meet Miles by time of purchase	0.06	Upgrade to Minivan with prisoner cage
621SZR	2006-FOR-TAUR	LV	4061	GAMING CONTROL BOARD	94348	Age	0.09	Replace
							Quantity	59
							Leg Approved Budget Authority	\$1,330,028

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: August 28, 2013
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
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 CONSERVATION AND NATURAL RESOURCES -
DIVISION OF WATER RESOURCES**

Agenda Item Write-up:

In accordance with NRS 334.010(1), the Department of Conservation and Natural Resources, Division of Water Resources requests approval to purchase four new vehicles in fiscal year 2014 that were approved in the agency's 2013-15 legislatively approved budget. The total cost is \$92,339.

Additional Information:

Two of the vehicles are for the agency's Water Resources Las Vegas Basin Water District account and the remaining two will be utilized by field staff in the agency's Water Resources Administration account. The vehicles will be used to support activities associated with the transportation and distribution of surface water, conducting water related field work, developing pumpage and crop inventories, and collecting and recording hydrologic data.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: _____ ACTION ITEM: _____

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DCNR - Division of Water Resources - Water Resources	2	\$47,814.50
DCNR - Division of Water Resources - Las Vegas Basin Water District	2	\$44,524.50
Total:	4	\$92,339

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

RECEIVED
AUG 15 2013

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND FINANCIAL PLANNING DIVISION

Agency Name: Division of Water Resources **Budget Account #:** 4211

Contact Name: Bonnie Kordonowy **Telephone Number:** 775-684-2863

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: 2 **Amount of the request:** \$44,524.50

Is the requested vehicle(s) new or used: New

Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:

Pickup trucks
Mission of the requested vehicle(s):

To distribute surface water, conduct field work, pumpage and crop inventories and hydrologic data.

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? Non executive B/A 4211, Las Vegas Artesian Basin water assessments
--	--

Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):

 Addition(s) 2 Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.
Yes

Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 1996 Odometer Reading: 134,979 Type of Vehicle: Ford Explorer <hr/> Vehicle #2 Model Year: 2003 Odometer Reading: 91,429 Type of Vehicle: Chevy Blazer <hr/> <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
---	--

APPOINTING AUTHORITY APPROVAL:

K.L. Howell Deputy State Engineer 8/05/13
Agency Appointing Authority Title Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners Date

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

RECEIVED
AUG 15 2013
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND FINANCIAL PLANNING DIVISION

Agency Name: Division of Water Resources	Budget Account #: 4171
Contact Name: Bonnie Kordonowy	Telephone Number: 775-684-2863

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: 2 **Amount of the request:** 47,814.50

Is the requested vehicle(s) new or used: New

Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:

Pickup trucks

Mission of the requested vehicle(s):

To distribute surface water, conduct field work, pumpage and crop inventories and hydrologic data.

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

E226

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):

2 Addition(s) Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.

Yes

Please Complete for Replacement Vehicles Only:
(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)

Current Vehicle Information:

Vehicle #1 Model Year:

Odometer Reading:

Type of Vehicle:

Vehicle #2 Model Year:

Odometer Reading:

Type of Vehicle:

Please attach an additional sheet if necessary

Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.

If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.

APPOINTING AUTHORITY APPROVAL:

<u><i>K.L. Hoel</i></u>	<u><i>Deputy State Engineer</i></u>	<u><i>8/15/13</i></u>
Agency Appointing Authority	Title	Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners _____ Date _____

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 4, 2013
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst IV
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 CONSERVATION AND NATURAL RESOURCES -
DIVISION OF FORESTRY**

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Division of Forestry requests approval to purchase two new vehicles in FY 2014 for a total of \$84,500. These vehicles were not included in the agency's legislatively approved budget and will be funded with federal grant funds.

Additional Information:

The agency is requesting authority to purchase a Ford F550 Flatbed Truck. This vehicle will be used by the Forester III position in charge of the Division's forest products industry program. The vehicle will be used to tow existing equipment and crew safely to fuel reduction and forest health projects throughout the state. Funding for this vehicle will be provided through a US Forest Service grant [09 Hazardous Fuels Emergency Supplemental Grant].

The agency is also requesting authority to purchase a new SUV-Ford Expedition in support of the division's Forest Stewardship and Forest Legacy Program, which is charged with visiting private landowners and touring their properties to provide fire planning assistance and

STATE VEHICLE PURCHASE

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




AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DCNR - Division of Forestry	2	\$84,500
Total:	2	\$84,500

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

RECEIVED

SEP 03 2013

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Agency Name: Nevada Division of Forestry		Budget Account #: 4195
Contact Name: John Watermolen		Telephone Number: 775-684-2530
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: 1		Amount of the request: 34,500
Is the requested vehicle(s) new or used: New		
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: SUV-Ford Expedition		
Mission of the requested vehicle(s): To complete the mission of the Forest Stewardship and Forest Legacy program, which is to visit private landowners statewide and tour their property, provide assistance and to monitor Forest Stewardship and Forest Legacy projects statewide		
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? Federal Grants
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. N/A		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2001 Dodge Durango Odometer Reading: 92000 Type of Vehicle: SUV Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes, exceeds age threshold If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. N/A
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
		
Agency Appointing Authority	Title	Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
_____	_____	_____
Board of Examiners	Date	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 24, 2013
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: John Borrowman, Budget Analyst *JAB*
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT-ADMINISTRATION-DIVISION OF INTERNAL AUDITS

Agenda Item Write-up:

The Division of Internal Audits requests the modification of the following section of the State's Administrative Manual (SAM):

1. SAM Section 0220 Filing Travel Claims –
 - a) Modification of the last sentence in the section to remove the word "with". The revised sentence would be amended to read "TE's ~~with~~ must be retained by the travelers agency if electronic or facsimile copies are used for payment purposes pursuant to SAM 2616."
 - b) Addition of the following wording in italics in order to provide for alternate travel reimbursements approval documents and procedures that accommodate changes in technology, provide added efficiency, and improve work flow for expenditure transactions.

Alternate documentation and/or procedures which provide at least the level of control described in this section are acceptable ~~upon prior approval by the Department of Administration's Division of Internal Audits.~~

2. SAM Section 2616 Supporting Documentation for Expenditures – Addition of the following wording in italics in order to provide for alternate travel reimbursements approval documents and procedures that accommodate changes in technology, provide added efficiency, and improve work flow for expenditure transactions.

Alternate documentation and/or procedures which provide at least the level of control described in this section are acceptable ~~upon prior approval by the Department of Administration's Division of Internal Audits.~~

Additional Information:

Request for Changes to the State Administrative Manual (SAM) form, attached.

Statutory Authority:

N/A

REVIEWED: _____
ACTION ITEM: _____

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 081

Department: Department of Administration

Division (if applicable): Division of Internal Audits

Appointing authority: Steve Weinberger

Agency contact (name, phone and e-mail): Steve Weinberger; 775.687.0130
sweinberger@admin.nv.gov

1. Reason/purpose for requested change:
 - To clarify SAM 0220 by removing the word “with” from the last sentence of the existing section, and;
 - To adapt to changes in technologies, provide added efficiency and improve work flow for expenditure transactions.
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

0220 Filing Travel Claims

All claims for travel reimbursement to an individual should be filed on a TE "Travel Expense Reimbursement Claim" form. All relevant areas of the TE form must be completed including the start and end times, destination, purpose of trip, and original signatures. The claimant should sign attesting to the accuracy of the claim. A supervisor, manager, or designee must sign the TE form approving the appropriateness of the travel. Travel claims should be submitted within one month of completion of travel unless prohibited by exceptional circumstance. An employee cannot sign as the authorizing signature any travel voucher made out in his own name unless he is the head of the agency. TE's ~~with~~ must be retained by the travelers agency if electronic or facsimile copies are used for payment purposes pursuant to SAM 2616.

Alternate documentation and/or procedures which provide at least the level of control described in this section are acceptable.

2616 Supporting Documentation for Expenditures

1. The General Ledger Accounts to be used are defined on the Controller's Office website as referred to in **Chapter 2800 of SAM**.
2. Agencies shall maintain original documentation justifying expenditures; e.g., purchase order, original invoices, receiving documents and other original evidence of the State's obligation to pay. If an original invoice is not available, the documentation submitted should indicate it is to be used as an original invoice. When the only available documentation is the printout of a web page, an e-mail notification, or a facsimile, there should be documentation to indicate that it is to be used as an original invoice. An invoice must support payment of previous balances. Agencies shall make this documentation available as requested by Post Review employees.

3. Each transaction must have support that is signed or initialed by the agency's approving authority. Facsimile signatures or initials are not acceptable.

4. Where State employees are reimbursed for expenditures made on behalf of the State, those employees should not approve their own vouchers unless they are the head of the agency.

Alternate documentation and/or procedures which provide at least the level of control described in this section are acceptable.

3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):

- Enhance efficiencies and improved workflow by allowing authorization of expenditures without routing hardcopy documents.

4. Will recommended change have a fiscal impact (if yes, explain):

- May further an effort to eliminate late charges by routing invoices electronically to receive authorization to pay; reduction in delays.

5. Proposed effective date:

- Upon approval by BOE



DEPARTMENT OF ADMINISTRATION

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

Date: August 28, 2013
To: Jeff Mohlenkamp, Director
Department of Administration
From: Mike Torvinen, Deputy Director
Department of Administration
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – CLERK OF THE BOARD OF EXAMINIERS,
REQUESTED CHANGES TO THE STATE ADMINISTRATIVE MANUAL**

Agenda Item Write-up:

The Department of Administration requests modifications to the following section of the State Administrative Manual (SAM) to increase the Clerk's authority to approve contracts amendments for less than \$50,000:

1. SAM Section 0336 Amendments to Contracts

Additional Information:

This section of SAM was inadvertently missed when the other SAM sections related to the Clerk's increased authority to approve contracts was presented to the Board at its August 13, 2013 meeting.

Statutory Authority:

NRS 333.700 (2013 Session AB 41)

REVIEWED: _____
ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 11, 2013

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Liz O'Brien, Budget Analyst IV
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. An analysis of the action item and recommendation is also provided.

**DEPARTMENT HEALTH AND HUMAN SERVICES –
DIVISION OF CHILD AND FAMILY SERVICES (DCFS) –
PROVIDER AGREEMENT CONTRACT**

Agenda Item Write-up:

The Division of Child and Family Services (DCFS) is requesting Board of Examiner approval of two Provider Agreement template contracts for services of independent contractor for the following services:

1. Fetal Alcohol Spectrum Disorders Clinic
2. Mental Health Service and Placement

Additional Information:

DCFS providers would access the Provider Agreement Contracts on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. This process would allow multiple providers to enter into contracts with DCFS quickly and provide flexibility in service referrals and provide a greater array of services throughout the State, particularly in rural areas.

REVIEWED: _____
ACTION ITEM: _____

PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

RECEIVED
AUG 29 2013

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Department of Health and Human Services
Division of Child and Family Services
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Ph: (775) 684-4400

And

Independent Contractor: _____

Address: _____

Ph: _____

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Provider Agreement Contract ("Contract") shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective subject to Board of Examiners' approval and from approval of both parties to _____ (not to exceed the end of the tenth (10th) fiscal year from the date of approval, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK: FETAL ALCOHOL SPECTRUM DISORDERS CLINIC;
ATTACHMENT BB:	INSURANCE SCHEDULE;
ATTACHMENT CC:	BUSINESS ASSOCIATE ADDENDUM;
ATTACHMENT DD:	FISCAL PROCEDURES; and

ATTACHMENT EE: ADDITIONAL INFORMATION

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as specified in ATTACHMENT AA. For all independent contractors providing services under this Contract, cumulative payments in any Fiscal Year shall not exceed the Legislatively approved budget amount. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. **State Termination for Non-appropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. **Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of

Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
 2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

5

General Requirements:

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.

3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

- a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature _____ Date _____

Independent's Contractor's Title _____

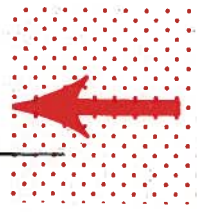
Signature _____ Date _____

Administrator Division of Child and Family Services
Title _____

Signature - Board of Examiners _____

PRE-APPROVED BY BOARD OF EXAMINERS

On _____ (Date)



Approved as to form by:



Deputy Attorney General for Attorney General

On 8-26-13

(Date)

**ATTACHMENT AA
SCOPE OF WORK:
FETAL ALCOHOL SPECTRUM DISORDERS CLINIC**

PURPOSE

- The purpose of this Contract is to provide a diagnosis for individuals with possible FASD (i.e., Fetal Alcohol Syndrome [FAS], partial FAS [pFAS], or Alcohol Related Neurodevelopmental Disorders [ARND], the primary diagnoses that fall under the umbrella of FASD). The diagnosis of one or more of these disabilities is generally accomplished by a clinical team. A clinical team includes but is not limited to a medical physician, neurological/psychological experts, a clinical psychological evaluation, a functional analysis, occupational and physical therapy, and speech and language therapists. The group of professionals identified in this Contract must meet the required qualifications to perform these diagnoses. Any and all services under this Contract will be provided only upon referral by the Division of Child and Family Services (DCFS) and based upon DCFS's sole discretion for such referrals. DCFS does not guarantee PROVIDER will receive any referrals.
- As a descriptive term, rather than diagnostic, this group of disabilities can occur as a result of an expectant mother drinking alcohol during her pregnancy, can vary in scope and complexity and include physical, mental, behavioral, and/or learning disabilities. Currently there is no cure for FAS, pFAS or ARND and, therefore the disability is a lifetime one with lifelong implications. An early implementation and continuous monitoring of an appropriate system of support at home and at school, that may include special education services, counseling, and behavioral therapies provides some remediation.
- The goal and purpose of the diagnosis is to help a child, ranging in age from three (3) to eighteen (18) in the custody of DCFS receive appropriate services; aid communication among clinicians, caregivers, social workers, educators, and families; and provide better awareness and understanding by family members and service providers. It is critical that children who may have these disabilities get immediate diagnosis and services, rather than have to wait months or years as is sometimes the case when using Medicaid funding.

EXPECTED KNOWLEDGE AND SKILLS

- Depending on the clinical needs of the youth, the composition of the clinical team may vary. Team members shall possess one or more of the following licenses or certifications:
 - a current Nevada medical license;
 - certification by the American Board of Psychiatry and Neurology in child and adolescent psychiatry;
 - certification by the American Board of Psychiatry and Neurology in general psychiatry;
 - certification by the American Board of Pediatrics; or
 - a current Nevada license to practice psychology.

- All members of the clinical team shall possess:
 - Knowledge of and sufficient higher education in child and family development including social, environmental and cultural factors relevant to any consultation and evaluation for FASD.
 - Knowledge of the impact of abuse/neglect on children and families, as relevant to any consultation, evaluation and/or diagnosis for FASD.
 - Knowledge of child and family psychopathology.
 - Knowledge of and ability to identify presenting problems, establish treatment goals, design and revise methods in home as necessary and appropriate as relevant to any consultation, evaluation and/or diagnosis for FASD.
 - Knowledge of psychotropic medications.
 - Current knowledge of scientific and professional developments, consistent with accepted clinical and scientific standards, in selecting data collection methods and procedures.
 - Knowledge of and proficiency in the administration and interpretation of the Scales of Independent Behavior-Revised (SIB-R).
 - Knowledge of and proficiency in the administration and interpretation of the Information Processing Characteristics Screening Instrument (IPCSI).
 - Knowledge of educational procedures within the State of Nevada and/or applicable jurisdictional schools as necessary or applicable to any consultation, evaluation, diagnosis and/or treatment recommendations for FASD.

SERVICES TO BE PROVIDED

- PROVIDER and staff will use a team approach to determine whether a person with prenatal alcohol exposure meets the diagnosis of Fetal Alcohol Syndrome 1-5 (the classification system used by the University of Washington that includes FAS 1, 2, 3, 4, or 5).
- PROVIDER shall provide DCFS with a written outline of the diagnostic procedures which *may* include, but not be limited to:
 - Interview with the client when appropriate;
 - Interview with the DCFS case manager when appropriate;
 - Interview with the parent/caregiver when appropriate;
 - Statement of needs/youth's view when appropriate;
 - Family history and structure as it impacts appropriate services to the individual with an FASD;
 - Complete developmental history;
 - All psychometric tests used along with resulting scores including the results of the SIB-R and IPCSI;
 - Record review including school, child welfare agency, court reports, previous treatment providers, psychiatric and medical records, etc.; and,
 - Review of all current medications.

- PROVIDER shall perform a complete medical examination performed by a member of the clinical team who is a child psychiatrist trained in identifying Fetal Alcohol Syndrome features.
- PROVIDER and staff shall perform a complete neuropsychological evaluation of the child which shall include an intellectual, behavioral, memory and learning profile. The child will also undergo an adaptive behaviors evaluation.
- PROVIDER shall ensure adaptive living measurements are obtained either in the clinic or from outside individuals/agencies.
- PROVIDER shall ensure that major discrepancies among the PROVIDER's findings are resolved before recommendations for treatment, if any, are made.
- PROVIDER shall ensure that all psychological tests are performed in accordance with accepted clinical and scientific standards ensuring validity, reliability and standardization.
- PROVIDER shall provide DCFS a comprehensive and detailed summary of any and all diagnoses.
- PROVIDER shall, as necessary and appropriate, consult directly with other professionals who work with the child.
- PROVIDER shall provide DCFS a comprehensive and clear set of professional recommendations based on the assessments and diagnoses that address the original referral question, and, depending on the scope of the services provided, may include but not be limited to:
 - Long-term planning suggestions;
 - Recommendations for interventions building on child and family strengths and recognizing cultural issues;
 - Recommendations specific to parents and teachers; and,
 - Treatment suggestions, intervention strategies relative to the deficits (characteristics) surfacing from the instrument and, if necessary and appropriate, placement options for the child.

OTHER REQUIREMENTS:

- PROVIDER shall work together with DCFS as necessary to ensure prompt communication and exchange of information.
- PROVIDER shall submit a copy of the FASD Testing and Evaluation Results to DCFS within 60 days of completion or as otherwise negotiated.

PROVIDER COST/DURATION OF CONTRACT:

- Not to exceed Two Hundred Dollars (\$200.00) per referral

Attachment BB
Insurance Schedule

The following are the insurance limits the awarded vendor(s) will be required to maintain for the life of the contract. The awarded vendor(s) shall not commence work before providing the required evidence of insurance to DCFS and DCFS has approved the insurance policies provided. The awarded vendor(s) will be required to provide evidence of continuing insurance to DCFS on an ongoing basis prior to expiration of the insurance policies provided.

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Specific coverage requirements will be added here at the time of signing the Provider Agreement Contract. Insurance requirements and limits will be obtained from Risk Management.

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

Imran Hyman, DCFS Contract Manager
State of Nevada
Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-4413
Fax: (775) 684-4455
E-mail: ihyman@dcfs.nv.gov

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to

Imran Hyman, DCFS Contract Manager
State of Nevada

Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-4413
Fax: (775) 684-4455
E-mail: ihyman@dcfs.nv.gov

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Independent Contractor's Signature Date

Title

Signature – State of Nevada Date

Administrator, Division of Child and
Family Services

Title

Draft - Do Not Sign - Consult DCFS Contract Manager

**ATTACHMENT AA
SCOPE OF WORK:
MENTAL HEALTH SERVICE AND PLACEMENT**

Section 1 – Requirements and General Information

Provider is authorized to provide the following services:

- **BASIC SKILLS TRAINING (BST) SERVICES** in accordance with the Scope of Services described in Section 403.6C (or its successor) of the State of Nevada Medicaid Services Manual. When providing any services under Section 403.6C (or its successor) of the State of Nevada Medicaid Services Manual, Provider also agrees to adhere to all Provider Qualifications, Service Limitations and Admission Requirements as prescribed by such Section 403.6C (or its successor).
- **PSYCHOSOCIAL REHABILITATION (PSR) SERVICES** in accordance with the Scope of Services described in Section 403.6G (or its successor) of the State of Nevada Medicaid Services Manual. When providing any services under Section 403.6G (or its successor) of the State of Nevada Medicaid Services Manual, Provider also agrees to adhere to all Provider Qualifications, Service Limitations and Admission Requirements as prescribed by such Section 403.6G (or its successor).
- **DAY TREATMENT SERVICES** in accordance with the Scope of Services described in Section 403.6E (or its successor) of the State of Nevada Medicaid Services Manual. When providing any services under Section 403.6E (or its successor) of the State of Nevada Medicaid Services Manual, Provider also agrees to adhere to all Provider Qualifications, Service Limitations and Admission Requirements as prescribed by such Section 403.6E (or its successor).

Provider must meet the standards of a Nevada Medicaid provider as set forth in Chapter 400 of the Medicaid Services Manual. Additionally, Providers that are billing the services of a Qualified Mental Health Professional (QMHP) and/or a Qualified Mental Health Associate (QMHA) must meet the additional requirements as set forth on the Nevada Enrollment Checklist (or its successor). See Section 2 for the current QMHP and QMHA checklists.

Provider must be issued a Nevada business license and submit their Nevada business identification number to the Division of Child and Family Services (DCFS) fiscal office.

Provider must be issued a National Provider Identifier (NPI) as issued by the National Plan and Provider Enumeration System (NPPES). This number must be submitted to the DCFS fiscal office.

When providing any services under this agreement, Provider agrees to adhere to all Provider Standards as prescribed by Section 403.2 (or its successor) of the State of Nevada Medicaid Services Manual, including standards of supervision and documentation that are applicable to such service and the provider under such Section 403.2 (or its successor).

Provider will only perform the maximum number of units of service for each client as agreed to and approved in writing by DCFS in the format as illustrated in Section 3 or as allowed under Section 400 of the State of Nevada Medicaid Services Manual, whichever is less.

Initial services will be authorized for 30 days or as allowed under Section 400 of the State of Nevada Medicaid Services Manual, whichever is less. At the end of this period, the Provider must submit their treatment plan to the client's assigned DCFS therapist or targeted case manager for continued services.

After the initial services, the Provider is required to submit 30 day notes and 90 day reviews to the DCFS therapist or targeted case manager. These documents are required by DCFS prior to the Contractor receiving any additional authorization. Any delay in providing these documents will result in a delay in authorization for service dates.

Provider will submit a weekly invoice using the current Health Insurance Claim Form hereto by the Friday of the week following service. Specifically, this invoice must include the corresponding Medicaid code for services, dates of service, and the community Medicaid rates for service. Section 4 provides an example of the Health Insurance Claim Form.

DCFS is always the payer of last resort. Whenever another resource is available, it is the Provider's responsibility to obtain the appropriate prior authorization and to bill the non DCFS funding source.

All services provided by Provider shall be upon referral by DCFS and based upon DCFS's sole discretion for such referrals. DCFS does not guarantee Provider will receive referrals.

Section 2 - Current QMHP and QMHA checklists

Provider Enrollment Checklist for Behavioral Health Direct Service Provider

Qualified Mental Health Associate (QMHA), Specialty 301

This checklist must be completed and submitted with the attachments listed below. If you have any questions, please contact the Provider Enrollment Unit at (877) 638-3472 from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Provider Name: _____ Date: _____

National Provider Identifier (NPI): _____

Attachments

Initial each space below to signify that a copy of the specified item is attached.

- ___ SS-4, CP575 or W-9 form showing tax payer identification number (this may be the employer's tax ID; individual providers do not need their own tax ID if they are an employee of an entity/agency/group with a tax ID)
- ___ Professional license or qualifying degree (official transcript required)
- ___ Relevant work experience or resume, if applicable
- ___ Documentation showing that the provider completed the initial 16-hour competency and in-services training program as described in Nevada Medicaid Services Manual (MSM) Chapter 400, Section 403.6A.1b and a summary/outline of all course content
- ___ Verification of completion of Federal Bureau of Investigations (FBI) criminal background check
- ___ Provider Enrollment Application and Contract (original document/signatures required)

Policy Declaration

I hereby declare that I have read the current MSM Chapters 100, 400 and 3300 as of the date above and understand this policy and how it relates to my scope of practice. I acknowledge that, as a Nevada Medicaid-contracted provider, I am responsible for complying with the MSM, with any updates to this policy as may occur from time to time and with applicable state and federal laws.

Based on this understanding, I agree to abide by the scope of service, provider qualifications, service limitations and admission criteria detailed in sections:

- 403.6C, "Basic Skills Training (BST) Services" and
- 403.6G, "Psychosocial Rehabilitation (PSR) Services."

QMHA Signature: _____ **Date:** _____

Policy Acknowledgement

By initialing each of the four bolded items below, I agree to conform to these policy requirements.

___ **Rehabilitative Mental Health Services (MSM 403.6B.3b)**

QMHA's may provide BST, Program for Assertive Community Treatment (PACT), peer-to-peer support, and PSR services under the clinical supervision of a QMHP.

Provider Enrollment Checklist for Behavioral Health Direct Service Provider

Qualified Mental Health Associate (QMHA), Specialty 301

Service Delivery Models (MSM 403.1c)

Individual rehabilitative mental health providers (RMH) must meet the provider qualifications for the specific service. If they cannot independently provide clinical and direct supervision, they must arrange for clinical and direct supervision through a contractual agreement with a Behavioral Health Community Network (BHCN) or qualified independent professional. These providers may directly bill Nevada Medicaid or may contract with a BHCN.

Provider Standards (MSM 403.2A)

All providers must:

1. Provide medically necessary services;
2. Adhere to the regulations prescribed in Chapter 400 and all applicable Division chapters;
3. Provide only those services within the scope of their [the provider's] practice and expertise;
4. Ensure care coordination to recipients with higher intensity of needs;
5. Comply with recipient confidentiality laws and Health Insurance Portability and Accountability Act (HIPAA);
6. Maintain required records and documentation;
7. Comply with requests from the Qualified Improvement Organization (QIO)-like vendor [HP Enterprise Services];
8. Ensure client's [recipient's] rights; and
9. Cooperate with Division of Health Care Financing and Policy's (DHCFP's) review process.

Direct Supervision (Addendum - MSM Definitions)

Direct supervisors must document the following activities:

1. Their [the direct supervisor's] face-to-face and/or telephonic meetings with Clinical supervisors.
 - a. These meetings must occur before treatment begins and periodically thereafter;
 - b. The documentation regarding this supervision must reflect the content of the training and/or clinical guidance; and
 - c. This supervision may occur in a group and/or individual setting.
2. Their [the direct supervisor's] face-to-face and/or telephonic meetings with the servicing providers.
 - a. These meetings must occur before treatment/rehabilitation begins and, at a minimum, every 30 days thereafter;
 - b. The documentation regarding this supervision must reflect the content of the training and/or clinical guidance; and
 - c. This supervision may occur in group and/or individual settings.
3. Assist the Clinical Supervisor with Treatment and/or Rehabilitation Plan(s), reviews and evaluations.

Provider Enrollment Checklist for Behavioral Health Direct Service Provider

Qualified Mental Health Associate (QMHA), Specialty 301

Qualifications

Initial the appropriate QMHA qualification that applies to you.

Accepted list: Accepted degrees/areas of study are: Psychology, Sociology, Community Health Sciences, Health Ecology, Public Health, Social Work, Human Development and Family Studies, Early Childhood Education, Nursing, Speech Pathology and Anthropology.

____ Bachelor's Degree from accepted list above

____ Bachelor's Degree, not on the accepted list above, with a minimum of 30 credits in the accepted areas of study

____ Bachelor's or Associate's Degree with a minimum of 15 credits in the accepted areas of study and four years of relevant professional experience of providing direct service to individuals with mental health disorders

I have read, understand and meet the qualifications as outlined in MSM chapters 100 and 400.

QMHA Signature: _____ **Date:** _____

Supervisors

I understand that I must have clinical and direct supervision when providing services to Nevada Medicaid recipients. The name, title, contact phone and signature of my current clinical and direct supervisors are provided below.

Clinical Supervisor Name: _____

Professional Title (attach a copy of credentials/license): _____

NPI: _____ Contact Phone: _____

Clinical Supervisor Signature: _____

Direct Supervisor Name: _____

Professional Title (attach a copy of credentials/license): _____

NPI: _____ Contact Phone: _____

Direct Supervisor Signature: _____

Changes to Medicaid Information

If your direct supervisor, clinical supervisor or employer change or any other pertinent information changes from what is presented above and on your enrollment application, you are required to notify HP Enterprise Services within five working days. To comply with this notification requirement, complete the relevant sections of form FA-33 (which is online at <http://www.medicaid.nv.gov>) and submit the form to HP Enterprise Services.

Provider Enrollment Checklist for Behavioral Health Direct Service Provider

Qualified Mental Health Associate (QMHA), Specialty 301

*(Per MSM Chapter 100, Section 103.3 dated December 2008: Medicaid providers, and any pending contract approval, are required to report, in writing within five working days, **any change in ownership, address, or addition or removal of practitioners, or any other information pertinent to the receipt of Medicaid funds.** Failure to do so may result in termination of the contract at the time of discovery.)*

I hereby accept Nevada Medicaid's change notification requirements:

QMHA Signature: _____ **Date:** _____

Reporting Fraud

Providers have an obligation to report to the Division of Health Care Financing and Policy (DHCFP) any suspicion of fraud or abuse in DHCFP programs, including fraud or abuse associated with recipients or other providers (MSM Chapter 3300, Section 3303.1B.1). Examples of fraudulent acts, false claims and abusive billing practices are listed in MSM Chapter 3300, Section 3303.1A.2. Alleged fraud, abuse or improper payment may be reported by calling (775) 687-8405.

I understand that Nevada Medicaid payments are made from federal and state funds and that any falsification, or concealment of a material fact, may be prosecuted under federal and state laws.

I hereby agree to abide by Nevada Medicaid's fraud reporting requirements:

QMHA Signature: _____ **Date:** _____

DCFS Disposition for Purchased Placement Services Cat. 16

Emergency Services Requested (Prior to 30 days in service) Yes (Explain below) No

Explain: _____

If not and emergency, review and check the following documents in Avatar for appropriateness of request:

- CAFAS
- CASII
- CUMHA
- Treatment Plan/CCP
- TCMA

Yes No Were services decided in CFT or Family session? If no, please explain below.

Requestor	Print Name:	Signature:	Date:
CPM 1/Supervisor	Print Name:	Signature:	Date:
CPM 2	Print Name:	Signature:	Date:
Fiscal Approval	Print Name:	Signature:	Date:

Approved
 Denied Explanation: _____

Upon approval, please fax to Requestor, Provider, and Fiscal Office.

1500

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/GROUP HEALTH PLAN/FECA BLK LUNG/OTHER; 2. PATIENT'S NAME; 3. PATIENT'S BIRTH DATE; 4. INSURED'S NAME; 5. PATIENT'S ADDRESS; 6. PATIENT RELATIONSHIP TO INSURED; 7. INSURED'S ADDRESS; 8. PATIENT STATUS; 9. OTHER INSURED'S NAME; 10. IS PATIENT'S CONDITION RELATED TO; 11. INSURED'S POLICY GROUP OR FECA NUMBER; 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE; 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE; 14. DATE OF CURRENT ILLNESS; 15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS; 16. DATES PATIENT UNABLE TO WORK; 17. NAME OF REFERRING PROVIDER; 18. HOSPITALIZATION DATES; 19. RESERVED FOR LOCAL USE; 20. OUTSIDE LAB?; 21. DIAGNOSIS OR NATURE OF ILLNESS; 22. MEDICAID RESUBMISSION; 23. PRIOR AUTHORIZATION NUMBER; 24. A. DATE(S) OF SERVICE; B. PLACE OF SERVICE; C. EMG; D. PROCEDURES, SERVICES, OR SUPPLIES; E. DIAGNOSIS POINTER; F. \$ CHARGES; G. DAYS OR UNITS; H. EPSDT/FAMILY PLAN; I. ID. QUAL.; J. RENDERING PROVIDER ID. #; 25. FEDERAL TAX I.D. NUMBER; 26. PATIENT'S ACCOUNT NO.; 27. ACCEPT ASSIGNMENT?; 28. TOTAL CHARGE; 29. AMOUNT PAID; 30. BALANCE DUE; 31. SIGNATURE OF PHYSICIAN OR SUPPLIER; 32. SERVICE FACILITY LOCATION INFORMATION; 33. BILLING PROVIDER INFO & PH #.

PATIENT AND INSURED INFORMATION / PHYSICIAN OR SUPPLIER INFORMATION

ATTACHMENT BB

Service Contracts - No Driving Involved

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000

ATTACHMENT BB

Disease – Policy Limit

\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada; Division of Child and Family Services, 4126 Technology Way, 3rd Floor, Carson City, NV 89706)** and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Nevada; Division of Child and Family Services, 4126 Technology Way, 3rd Floor, Carson City, NV 89706)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT BB

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature – State of Nevada

Date

Administrator, Division of Child and Family Services
Title

ATTACHMENT CC
BUSINESS ASSOCIATE ADDENDUM

BETWEEN

DIVISION OF CHILD AND FAMILY SERVICES
Hereinafter referred to as the "Covered Entity"

and

Hereinafter referred to as the "Business Associate".

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. **DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 3. **CFR** stands for the Code of Federal Regulations.
 4. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the

- Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
 4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
 5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
 6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
 7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered

Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of

protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. **PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.**
The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that

such changes may affect the Business Associate's use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
 3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

- b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

BUSINESS ASSOCIATE

Division of Child and Family Services
(Enter Division Name)

(Enter Business Name)

4126 Technology Way 3rd Floor
(Enter Division Address)

(Enter Business Address)

Carson City, NV 89706
(Enter Division City, State and Zip Code)

(Enter Business City, State and Zip Code)

(775) 684-4400
(Enter Division Phone Number)

(Enter Business Phone Number)

(775) 684-4455
(Enter Division Fax Number)

(Enter Business Fax Number)

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

Administrator, Division of Child and Family Services
(Title)

(Title)

(Date)

(Date)

ATTACHMENT DD
FISCAL PROCEDURES

FISCAL INFORMATION

1. Vendor shall maintain fiscal records necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.
2. Vendor shall submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS).
3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS Fiscal Unit.
4. Vendor agrees to notify the DCFS Contract Monitor immediately, in writing, when a name and/or address change occurs.
5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days.

BILLING INFORMATION

1. Prior authorization is required for all services not mentioned in the scope of work.
2. Vendor will submit an invoice within 20 days from the end of the month that the services were rendered.
3. All invoices shall be submitted to the corresponding address listed on the first page of the contract or as otherwise directed by DCFS fiscal.
4. Vendors will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.
5. All invoices will be processed within 30 days from receipt of invoice into the DCFS fiscal unit.

CONTRACT CAPITATION

Vendors are required to monitor their contract to ensure that they will not exceed the contracted consideration in section six (6) of contract for authorized services, per the scope of work, for the term of the contract. The vendor shall work with the Contract Monitor in the event that additional authority is needed.

Attachment EE
ADDITIONAL INFORMATION

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office)

Phone Number (Cell)

Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV...)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as?

Yes No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency?

Yes No

If "Yes," provide the name and address of the agency.

Vendor # (as assigned by the State of Nevada Controller's Office, starts with T or P...)

Company Name

Service Areas

- | | |
|--|---|
| <input type="checkbox"/> Battle Mountain | <input type="checkbox"/> Lovelock |
| <input type="checkbox"/> Caliente | <input type="checkbox"/> Mesquite |
| <input type="checkbox"/> Carlin | <input type="checkbox"/> Pahrump |
| <input type="checkbox"/> Carson, Minden, Gardnerville, Genoa | <input type="checkbox"/> Pioche |
| <input type="checkbox"/> Elko | <input type="checkbox"/> Reno, Sparks |
| <input type="checkbox"/> Ely | <input type="checkbox"/> Silver Springs, Lahontan,
Fernley |
| <input type="checkbox"/> Fallon | <input type="checkbox"/> Tonopah |
| <input type="checkbox"/> Hawthorne | <input type="checkbox"/> Virginia City, Silver City |
| <input type="checkbox"/> Lake Tahoe, Zephyr Cove, Incline Village | <input type="checkbox"/> Wells |
| <input type="checkbox"/> Las Vegas, Boulder City, Indian Springs, Jean,
Henderson | <input type="checkbox"/> Winnemucca |
| <input type="checkbox"/> Laughlin | <input type="checkbox"/> Yerington |

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 16, 2013

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Nikki Hovden, Budget Analyst *NH*
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. An analysis of the action item and recommendation is also provided.

**DEPARTMENT HEALTH AND HUMAN SERVICES (DHHS) –
DIRECTOR'S OFFICE–
MANAGEMENT SERVICES AGREEMENT**

Agenda Item Write-up:

The DHHS Director's Office is requesting Board of Examiner approval of the Management Services Agreement with Nevada Clinical Services, Inc. (NCS) to allow for the privately operated expansion of charitable safety-net mental health and social services at no charge to low income residents of Nevada. DHHS received authorization to execute this agreement with the adoption of Senate Bill 274 during the 77th session of the Legislature.

Additional Information:

This agreement is associated with the establishment the Upper Payment Limit (UPL) Holding Account, BA3260. This account is created as a pass-through account for funds to be provided from various divisions of DHHS and transfer to the Division of Health Care Financing and Policy - Intergovernmental Transfer Program, BA3157. The funds will be used to pay administrative and related costs and the state's share of the cost for the expansion of the UPL program to include private hospitals. Any remaining balances will be reverted to the General Fund at the end of each biennium.

As provided in Section 51 of Assembly Bill 507 of the 77th Legislative Session, DHHS is required to establish an account to be used as a holding account of available funds to be

transferred from various divisions of DHHS that have excess funds available as a result of savings from not providing health and related services, including, without limitation, savings recognized by using a different source of funding to pay the providers of services if the persons previously served by a division no longer require the provision of services from the division of the department. When needed, the funds will be transferred to DHCFFP and used to pay the state's share of the cost for the Private UPL Supplemental Payment program.

At this time the agency is requesting to establish one-third of the total amount of proposed contracts currently identified by an outside firm as eligible for inclusion in the Private UPL Program in work program C28071. Companion work programs C28140 and C28141 for DHCFFP are also being submitted to the October IFC meeting.

REVIEWED: <u>YH</u>
ACTION ITEM: _____



RECEIVED

SEP 06 2013

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
4126 Technology Way, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-4000 • Fax (775) 684-4010
<http://dhhs.nv.gov>

MEMORANDUM

September 6, 2013

To: Nikki Hovden, Budget Analyst V, Department of Administration, Budget & Planning
Through: Don Winne, Senior Deputy Attorney General, Attorney General's Office
From: Bonnie Long, Administrative Services Officer III, DHHS, Director's Office *BL*
Re: Board of Examiner's Information Item for Review

Attached for placement on the Board of Examiner's Agenda for review and approval is the Management Services Agreement between the Department of Health and Human Services (DHHS) and Nevada Clinical Services, Inc. The purpose of this Management Services Agreement is to allow for the privately operated expansion of charitable safety-net mental health and social services at no charge to low income residents of Nevada. DHHS received the necessary authorization to execute this agreement with the adoption of Senate Bill 274 during the 77th session of the Legislature. There will be various contracts associated with this agreement and it will be amended as new contracts are entered into. Attached to the agreement is a contract between Nevada Clinical Services, Inc. and WestCare Nevada to assist with the cost of operating the Community Triage Center (CTC) in Washoe and Clark Counties.

If you have any questions or concerns regarding this request or the attachment, please contact me at 775-684-3494 or via e-mail at blong@dhhs.nv.gov.

State of Nevada Work Program

WP Number: C28071

FY 2014

XXX Add Original Work Program

Modify Work Program

BUDGET DIVISION USE ONLY
DATE _____
APPROVED ON BEHALF OF _____
THE GOVERNOR BY _____

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
09/06/13	101	400	3260	HHS-DO - UPL HOLDING ACCOUNT

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4669	TRANS FROM OTHER B/A SAME FUND	5,411,315	0	5,411,315
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		5,411,315		5,411,315
Total Budgetary & Revenue GLs					5,411,315		

Expenditures

CAT	Amount	CAT	Amount
08	3,950,260		
93	1,461,055		
Sub Total Category Expenditures			<u>5,411,315</u>

Remarks

The purpose of this work program is to establish this budget account in order to receive funds from divisions in DHHS. Certain funds being transferred to this account will be provided to the Division of Health Care Financing and Policy (DHCFFP) and used to pay the State's share of the cost for the expansion of the UPL program to include private hospitals.

Total Budgetary General Ledgers and Category Expenditures (AP) **5,411,315**

ecrecli
Authorized Signature

09/13/13
Date

Controller's Office Approval

Requires Interim Finance approval since WP is equal to or exceeds \$75,000 cumulative for category

State of Nevada Work Program

WP Number: C28140

FY 2014

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
09/16/13	101	403	3243	HHS-HCF&P - NEVADA MEDICAID, TITLE XIX

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			3511	FED TITLE XIX RECEIPTS	5,068,598	1,311,343,377	1,316,411,975
			4750	TRANS FROM IGT ACCOUNT	3,950,260	101,605,554	105,555,814
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		9,018,858		1,421,967,789
Total Budgetary & Revenue GLs					9,018,858		

Expenditures

CAT	Amount	CAT	Amount
28	9,018,858		

Sub Total Category Expenditures 9,018,858

Remarks

The purpose of this work program is to augment authority in RGL 3511 - "Fed Title XIX Receipts" \$5,068,598, RGL 4750 - "Transfer from IGT" \$3,950,260 and expenditure category 28 - "Offline" \$9,018,858 for the cost for the expansion of the UPL program to include private hospitals. This is a companion work program to DHHS WP C28071 and DHCFFP WP C28141.

This work program requests approval for additional IGT revenue and expenditure authority which will support the DHHS under section 51 of AB 507 with health and related savings.

Total Budgetary General Ledgers and Category Expenditures (AP) 9,018,858

Authorized Signature

Date

Controller's Office Approval

Requires Interim Finance approval since WP is equal to or exceeds \$75,000 cumulative for category

5

State of Nevada Work Program

WP Number: C28141

FY 2014

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
09/11/13	101	403	3157	HHS-HCF&P - INTERGOVERNMENTAL TRANSFER PROGRAM

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4669	TRANS FROM OTHER B/A SAME FUND	3,950,260	0	3,950,260
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		3,950,260		3,950,260
Total Budgetary & Revenue GLs					3,950,260		

Expenditures

CAT	Amount	CAT	Amount
10	3,950,260		
Sub Total Category Expenditures			3,950,260

Remarks

The purpose of this work program is to establish revenue GL 4669 in order to receive funds from the DHHS and to increase expenditure authority to transfer the funds received to budget account 3243 - Nevada Medicaid. These funds will be used to pay the State's share of the cost for the expansion of the UPL program to include private hospitals. This is a companion to DHHS work program C28071 and DHCFFP work program C28140.

This work program requests approval for additional IGT revenue and expenditure authority which will support the DHHS under Section 51 of AB 507 with health and related savings.

Total Budgetary General Ledgers and Category Expenditures (AP) 3,950,260

Authorized Signature

Date

Controller's Office Approval

Requires Interim Finance approval since WP is equal to or exceeds \$75,000 cumulative for category

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this "**Agreement**") is entered into to be effective upon approval by the Board of Examiners (the "**Effective Date**"), by and between NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES, an agency of the State of Nevada, acting by and through the Division of Public and Behavioral Health, the Division of Aging and Disability Services, the Division of Child and Family Services, and the Division of Welfare and Supportive Services (collectively "**DHHS**", each a "**Division**"), and NEVADA CLINICAL SERVICES, INC., a Nevada non-profit corporation ("**NCS**").

WITNESSETH

WHEREAS, DHHS and NCS desire to cooperate with each other in the implementation of the Management Services Agreement (the "**Agreement**") as hereinafter provided;

WHEREAS, the public purpose is the privately operated expansion of charitable safety-net mental health and social services at no charge to low income residents of Nevada; and

WHEREAS, the State of Nevada adopted Senate Bill 274 in the 77th Session of the Nevada Legislature, which authorizes DHHS to execute the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

ARTICLE I DHHS' OBLIGATIONS

During the term hereof, DHHS hereby agrees to provide to NCS the following administrative services (the "**Administrative Services**"):

Section 1.1 Administrative Services

A. Provide qualified support personnel who shall provide administration of NCS' service agreements with providers ("**Provider Agreements**") attached hereto as Exhibit A. Support personnel from each Division shall be (i) employees of DHHS, or (ii) provided by DHHS through a contract with a third party and shall have the necessary operational and financial authority to manage the business operations of the Provider Agreements. The selection and retention of such personnel in administrative matters shall at all times rest with DHHS.

B. Perform other such services as the parties shall mutually agree to in writing at any time or times during the term of this Agreement.

Section 1.2 Patient Eligibility

The Divisions shall determine patient eligibility for services, subject to and in accordance with applicable eligibility policies and procedures under the respective Provider Agreement.

Section 1.3 Administrative Personnel

All salaries, wages, taxes, insurance, workers' compensation insurance and other expenses and benefits incidental to the employment by DHHS of Division staff will be the responsibility of DHHS. The selection and retention, as well as direction and control, of such personnel in administrative matters shall at all times rest with DHHS.

Section 1.4 Quality Patient Care

To the extent that a Division becomes aware, the Division will report to NCS if any Provider providing healthcare services to a patient hereunder is not operating in a manner and under standards consistent with quality patient care and in accordance with local, state, and federal laws, regulations, and rules and the standards established by appropriate accrediting and regulatory agencies.

Section 1.5 Review of Invoices from the Providers

The Divisions shall process invoices from Providers in accordance with NCS' payment obligations set forth in each Provider Agreement; and upon verifying the appropriateness of such invoices shall provide corresponding funding notices to NCS.

Section 1.6 Provider Agreements

DHHS shall assist with all negotiations and reviews of any agreement between NCS and Providers.

Section 1.7 Acceptance of Assignment

At any time, upon seven (7) days' notice to DHHS, NCS may assign the Provider Agreement(s), individually or collectively, to DHHS, and DHHS agrees to accept such assignment if the Provider Agreement substantially conforms to the requirements of DHHS and the Provider is not barred from entering into a contract with DHHS or the State of Nevada. If the Provider Agreement does not substantially conform to DHHS requirements DHHS may require that the Provider Agreement be amended to substantially conform to DHHS requirements as a condition of accepting the assignment.

**ARTICLE II
NCS' OBLIGATIONS**

Section 2.1 Provider Agreements

NCS hereby agrees that DHHS shall provide the Administrative Services in the manner and to the extent specified herein. NCS agrees to make available to the Divisions the information required to perform the Administrative Services on behalf of NCS.

Section 2.2 Assignment of Provider Agreements

Upon request of DHHS, with seven (7) days' prior written notice, NCS shall assign the Provider Agreement(s), individually or collectively, to DHHS. NCS shall be responsible for providing written notification of the assignment to Providers.

Section 2.3 Notify DHHS of New Provider Agreements

If the parties agree to add additional Provider Agreements to Exhibit A of this Agreement, NCS shall provide written notice of such Provider Agreement to the Division not less than five (5) business days after the Effective Date of such agreement.

Section 2.4 Notify DHHS of Changes in Providers

In the event NCS issues any notice of termination or amendment of any Provider Agreement, NCS shall provide a copy of such notice to DHHS at least five (5) business days before the effective date of such notice.

Section 2.5 Quarterly Reporting

NCS shall submit at least quarterly reports to the State of its provision of Services hereunder. Such reports shall include any information related to the services that DHHS requests. NCS shall submit more frequent reports upon request by DHHS, so long as it is not contrary to federal or state law, including the Conditions of Participation and Certifications required by CMS pursuant to the Nevada Medicaid State Plan Amendment.

Section 2.6 Workers' Compensation Insurance

All salaries, wages, taxes, insurance, workers' compensation insurance and other expenses and benefits incidental to the employment or contracts by NCS will be the responsibility of NCS. The selection and retention, as well as direction and control, of such personnel in NCS shall at all times rest with NCS.

**ARTICLE III
PAYMENT TERMS**

Section 3.1 No Payments by Either Party

Neither DHHS nor NCS shall be obligated, as part of this Agreement, to compensate the other party related to DHHS' provision of Administrative Services in this Agreement.

**ARTICLE IV
TERM AND TERMINATION**

Section 4.1 Term

This contract shall begin upon approval by the Board of Examiners. If all Provider Agreements are either terminated or assigned to DHHS, this Agreement shall automatically terminate.

Section 4.2 Termination Without Cause

Either party may terminate this Agreement without cause by providing written notice of termination at least thirty (30) days prior to the date of termination.

Section 4.3 Assignment on Termination

Upon termination of this Agreement, NCS may immediately assign the Provider Agreements to DHHS, without further notice, and DHHS shall accept such assignment, subject to the requirements of Section 1.7.

Section 4.4 Effects of Termination

Upon termination of this Agreement, DHHS and NCS shall not have any further obligations under this Agreement except for any obligations accruing prior to the date of termination or any obligations or agreements that expressly extend beyond the date of termination.

**ARTICLE V
MISCELLANEOUS**

Section 5.1 Governing Law and Venue

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Nevada, excluding any such law which would direct the application of the law of a different jurisdiction.

Section 5.2 Entire Agreement

This Agreement constitutes the sole and entire agreement between the parties and supersedes all previous agreements or understandings relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of each of the parties, their respective heirs, successors, and permitted assigns.

Section 5.3 Severability

If any provision, covenant, or condition in this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court to be illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be enforced to the fullest extent possible as if the Agreement did not contain such provision or condition.

Section 5.4 Legal Action

In the event either party resorts to legal action against the other party to enforce the terms and provisions of this Agreement, the prevailing party of such action will be entitled to recover the costs of such action, including, without limitation, the reasonable legal fees and related costs in connection therewith.

Section 5.5 Paragraph Headings

The article and paragraph headings contained in this Agreement are for convenience of reference only and shall in no manner be construed as a part of this Agreement or be used in the interpretation of anything in this Agreement.

Section 5.6 Independent Contractor

It is mutually understood and agreed that DHHS and NCS are at all times acting and performing as independent contractors under this Agreement. Neither party shall have, nor exercise, any control or direction over the methods by which the other party performs its management or professional services except as expressly granted by the terms of this Agreement. No relationship of employer and employee is created by this Agreement. In no event will this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties.

Section 5.7 Confidentiality

Unless otherwise provided by law either party may disclose to each other certain documents, data and other information that is proprietary and/or confidential ("**Confidential Information**"). Each party must take all steps necessary to protect Confidential Information from disclosure to third parties and must not reproduce, copy, or disseminate Confidential Information except to their partners, principals, representatives or employees as necessary for each party to perform their obligations hereunder. The parties understand that DHHS is an agency of the State of Nevada and is subject to Nevada's public records law. Pursuant to NRS 239.010, information or documents received from NCS may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests.

Confidential information in the possession of DHHS may be shared with other divisions of the Department of Health and Human Services, as provided in NRS 232.357, so long as it is not contrary to federal or state law, including the Conditions of Participation and Certifications required by CMS pursuant to the Nevada Medicaid State Plan Amendment.

Section 5.8 Compliance with HIPAA and Access to Records

To the extent applicable to this Agreement, NCS and DHHS agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d *et seq.* ("**HIPAA**") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "**Federal Privacy Regulations**"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "**Federal Security Regulations**"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "**Federal Electronic Transaction Regulations**"), all as amended from time to time and, all collectively referred to herein as "**HIPAA Requirements**". NCS and DHHS agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA

Requirements and the terms of this Agreement. In addition, NCS and DHHS agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

Prior to disclosure by DHHS to NCS of Protected Health Information under HIPAA, or otherwise confidential information, DHHS and NCS will execute such confidentiality agreements as are necessary to comply with federal and state laws.

Section 5.9 Assignment

Neither party shall have the right to assign any of its rights, obligations, or performance of services hereunder to any other person or entity without the prior written consent of the other party, except as specifically provided herein.

Section 5.10 Notices

All notices or other communication permitted or required pursuant to this Agreement shall be deemed validly given when personally delivered, delivered by overnight courier service, or sent by certified mail, return receipt requested, addressed in accordance with the addresses provided in this Agreement, attached hereto or to such other addresses and to such other persons as either party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given three (3) days after deposit in the United States mail if sent by regular, registered or certified mail, postage prepaid, or one (1) day after delivery to an overnight delivery service.

DHHS: Nevada Department of Health and Human Services
4126 Technology Way, Room 100
Carson City, NV 89706-2009
Attn: Director

Division of Public and Behavioral Health
4150 Technology Way, Third Floor
Carson City, NV 89706-2009
Attn: Administrator

Division of Aging and Disability Services
3416 Goni Rd., Bldg. D, Suite 132
Carson City, NV 89706-7968
Attn: Administrator

Division of Child and Family Services
4126 Technology Way, Third Floor
Carson City, NV 89706-2009
Attn: Administrator

Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706-7924
Attn: Administrator

NCS: Nevada Clinical Services, Inc.
3186 South Maryland Parkway
Las Vegas, NV 89119
Attn: President

With a copy to: Gjerset & Lorenz, LLP
2801 Via Fortuna, Suite 500
Austin, TX 78746
Attn: Shauna Lorenz

Section 5.11 Waiver; Amendments

No waiver, alteration, amendment or modification of provisions contained in this Agreement shall be binding unless made in writing and signed by both parties.

Section 5.12 Counterpart Execution

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.13 Civil Rights

The parties agree to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the parties' activities. Further, DHHS and NCS agrees to abide by any and all applicable Federal and/or State equal opportunity statutes, rules, and regulations, all as may be amended from time to time.

Section 5.14 Force Majeure

Neither party will be responsible to the other party for delays, failures or omissions hereunder due to Force Majeure or any other cause beyond its control that could not be overcome with the exercise of diligence. For purposes herein, "Force Majeure" shall mean labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or *de facto* and whether purporting to act under some constitution, decree or law, or otherwise, acts of God, and all similar acts and occurrences beyond the reasonable control of the party.

Section 5.15 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of NCS and DHHS. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement.

Section 5.16 Limitation of Liability

The parties will not waive and intend to assert available limitations of liability available under statute or common law. DHHS will not waive and intends to assert NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

Section 5.17 Indemnification

Neither party waives any right or defense to indemnification that may exist in law or equity.

Section 5.18 Insurance

The State of Nevada and DHHS are self-insured for liability claims pursuant to the provisions of NRS Chapter 41, and liability claims against the State or its agencies will be handled in accordance with Chapter 41 of the Nevada Revised Statutes. NCS will procure workers compensation and directors and officers liability insurance for the duration of this Agreement. DHHS shall verify that all providers listed in Exhibit A procure and maintain all insurance requirements set forth in all Provider Agreements with NCS.

Section 5.19 Required Approvals

This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

Section 5.20 DHHS and NCS Statutory Authority

The parties agree as follows:

- A. DHHS may enter and inspect any premises that are related to services provided under this Agreement and may inspect any records related to services provided under this Agreement to ensure the welfare of any consumer served by NCS hereunder.
- B. DHHS and NCS may share confidential information concerning any consumer served by NCS hereunder.
- C. NCS may assign rights and obligations to DHHS as specified in Sections 1.7 and 2.2 of this Agreement.

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IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective, as of the date approved by the Board of Examiners.

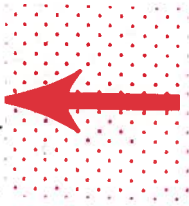
BOARD OF EXAMINERS

Name: _____
Title: _____

NEVADA CLINICAL SERVICES, INC.

A. Shane Wells

Name: A. SHANE WELLS
Title: AS/NV CFO IASIS HEALTHCARE
NORTH VISTA HOSPITAL



DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Richard Whitley

By: Richard Whitley
Title: Administrator

DIVISION OF AGING AND DISABILITY SERVICES

Jane Gruner

By: Jane Gruner
Title: Deputy Administrator

DIVISION OF CHILD AND FAMILY SERVICES

Amber Howell

By: Amber Howell
Title: ADMINISTRATOR

DIVISION OF WELFARE AND SUPPORTIVE SERVICES

M. Crystal J. Myer

By: M. Crystal J. Myer
Title: Administrator

DEPUTY ATTORNEY GENERAL *as to form only*

Linda Anderson

By: Linda Anderson
Title: SSAB

DEPARTMENT OF HEALTH AND HUMAN SERVICES

[Signature]

By: _____
Title: _____

EXHIBIT A

98814

**NEVADA CLINICAL SERVICES, INC. CONTRACT WITH
WESTCARE FOUNDATION, INC.
FOR
SERVICES OF INDEPENDENT CONTRACTOR**

THIS CONTRACT is made and entered into this ___ day of _____, 201_ (the "Effective Date") by and between Nevada Clinical Services, Inc. a Nevada nonprofit corporation ("NCS"), located at 3186 South Maryland Parkway, Las Vegas, NV 89119 and,

WestCare Nevada (the "Contractor"), located at 900 Grier Drive, Las Vegas, Nevada 89119.

WHEREAS, NCS desires to engage the Contractor to render certain services at the Washoe County Community Triage Centers ("Washoe Facilities") and Clark County Community Triage Centers ("Clark Facilities") described herein, collectively known as (the "Facilities"), and the Contractor is willing to render such services;

WHEREAS, NCS has designated the Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services to provide professional services to assist NCS in administering and managing its obligations under this Contract ("Manager"); and

WHEREAS, NCS and the Contractor wish to enter into this Contract.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties mutually agree as follows:

1. PURPOSE

2. The purpose of this Contract is to assist with the cost of operating the Community Triage Center (CTC) in Washoe County, Nevada to provide mental health, substance abuse and/or detoxification services to adults who are mentally ill, homeless and/or chronic inebriates, not in need of hospital emergency room care. Services are to be provided in either an outpatient basis or in-patient services in a 12 bed or more non-secured residential setting. Contractor will provide transportation services for such patients from area hospitals, for which referral has been authorized. The purpose of this Contract is also to assist with the cost of operating the CTC in Clark County, NV. The CTC provides detoxification and/or substance abuse services as well as mental health evaluation services to adults who are homeless and/or chronic inebriates who are not in need of hospital emergency room care and do not meet the criteria for involuntary commitment. Services are provided in a 36 bed or more, non-secure residential environment. Upon request the Contractor will also provide transportation services for patients referred from local hospital emergency rooms.

3. CONTRACT TERM

This Contract shall, upon due execution by all parties, become effective as of the Effective Date and shall terminate on the 30th day of June 2017, unless sooner terminated by either party as specified in Paragraph 8, Contract Termination. Each "Contract Year" shall begin on July 1st and

end on June 30th, except for the initial Contract Year, which shall begin on the Effective Date and end on June 30th.

4. NOTICE

Unless otherwise specified, termination shall not be effective until **30** calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS AND ASSENT

The parties agree that the scope of work shall be specifically described. This Contract incorporates by reference the following attachments in descending order of constructive precedence:

- Attachment AA – Scope of Work
- Attachment BB – Insurance Schedule
- Attachment CC – Payments
- Attachment DD – Assignment

The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified. A Contractor's Attachment shall not contradict or supersede any specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION

The parties agree that Contractor will provide the services specified in Scope of Work "Attachment AA" at a cost of up to \$500,000 per Contract Year for the Washoe Facilities and up to \$750,000 per each full Contract Year for the Clark Facilities with the total maximum compensation not to exceed \$1,250,000 per Contract Year. In the initial Contract Year (ending June 30, 2014), these amounts shall be reduced proportionately if the initial Contract Year is less than twelve (12) months. NCS does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate NCS to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by NCS' individual purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the Contractor.

7. TIMELINESS OF BILLING SUBMISSION

The parties agree that timeliness of billing is of the essence to the Contract. All billings for dates of service prior to July 1 must be submitted to NCS or Manager no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs and that this amount will be deducted from payment due to the Contractor.

8. INSPECTION & AUDIT

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles ("GAAP") full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State of Nevada or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying by NCS or Manager at any office or location of Contractor where such records may be found, with or without notice by NCS or Manager. All subcontracts shall reflect the requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years. The retention period runs from the date of payment for the relevant goods or services by NCS, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. CONTRACT TERMINATION

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. NCS Termination for Insufficient Funding. The continuation of this Contract is subject to and contingent upon sufficient funds being available to NCS. NCS may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason NCS' funding is insufficient to assist with the costs of operating the Washoe and Clark Counties' CTCs.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If NCS materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by NCS or Manager that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of NCS or Manager with a view toward securing a contract or securing favorable treatment with respect to executing, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by NCS or Manager that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Paragraph 3 and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by NCS;

- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by NCS;
- iv. Contractor shall preserve, protect and promptly deliver into NCS's possession all proprietary information in accordance with Paragraph 19.

10. REMEDIES

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. NCS may set off consideration against any unpaid obligation of Contractor to NCS.

11. LIMITED LIABILITY

Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any NCS breach shall never exceed the amount of funds set aside by NCS for payment under this Contract Year budget, but not yet paid to the Contractor, in existence at the time of the breach for that Contract Year. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

12. FORCE MAJEURE

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION

To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding NCS's or Manager's right to participate, NCS and Manager from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

14. INDEPENDENT CONTRACTOR

Contractor is associated with NCS only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance

of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for NCS or Manager whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and neither NCS nor Manager shall have any obligations with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of NCS or Manager; (4) participation or contributions by Contractor, NCS or Manager to any retirement plan; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by NCS or Manager. Contractor shall indemnify and hold NCS and Manager harmless from, and defend NCS and Manager against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of NCS or Manager. NCS and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

	<u>Contractor's Initials</u>	
	YES	NO
1. Does NCS or Manager have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2. Will NCS or Manager be providing training to the independent contractor?	_____	_____
3. Will the NCS or Manager be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of NCS or Manager?	_____	_____
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part time, or of short duration)?	_____	_____
6. Will NCS or Manager incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____

Contractor's Initials

YES NO

7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with NCS?

15. INSURANCE SCHEDULE

Unless expressly waived in writing by NCS, Contractor, as an independent contractor and not an employee of NCS, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. NCS shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to NCS or Manager, and
- 2) NCS or Manager has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by NCS or Manager shall be a condition precedent to any payment of consideration under this Contract and NCS or Manager's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of NCS or Manager to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by NCS, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by NCS of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by NCS under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to NCS shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by NCS, Contractor shall provide NCS or Manager with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify NCS or Manager and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, NCS and Manager, and their officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against NCS, Manager, and their officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by NCS. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by NCS or Manager.
- e. **Policy Cancellation:** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to NCS or Manager, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the NCS address shown on page one (1) of this Contract or to the Manager address as follows:

Nevada Department of Health and Human Services
4126 Technology Way, Room 100
Carson City, NV 89706-2009
Attn: Director

- f. **Approved Insurer:** Each insurance policy shall be:
 - i. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to NCS and having agents in Nevada upon whom service of process may be made; and
 - ii. Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to NCS or Manager:

- a. **Certificate of Insurance:** The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to NCS or Manager to evidence the insurance policies and coverages required of Contractor. The certificate must name NCS, Manager, and their officers, employees and immune contractors as the certificate holder. The

certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The contract number, description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish NCS or Manager with replacement certificates as described herein.

- b. Mail all required insurance documents to the NCS address identified on page one (1) of the Contract or the Manager address identified in Paragraph 14 under the General Requirements subheading, at subsection e.
- c. Additional Insured Endorsement: An additional insured endorsement, signed by an authorized insurance company representative, must be submitted to NCS or Manager to evidence the endorsement of NCS and Manager as an additional insured per General Requirements, subsection a above.
- d. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- e. Review and Approval: Documents specified above must be submitted to NCS or Manager for review and approval prior to the commencement of work by Contractor. Neither approval by NCS or Manager nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to NCS, or others, and shall be in addition to and not in lieu of any other remedy available to NCS under this Contract or otherwise. NCS reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

16. COMPLIANCE WITH LEGAL OBLIGATIONS

Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

17. WAIVER OF BREACH

Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18. SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

19. ASSIGNMENT/DELEGATION

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by NCS, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of NCS. NCS may assign, or Contractor may require that NCS assign, its rights and obligations hereunder to the State of Nevada Acting by and Through Its Department of Health and Human Services, Division of Mental Health and Developmental Services, upon seven (7) days' prior written notice to the other Party. Any such assignment shall release NCS from any and all future obligations to Contractor under this Contract. Otherwise, NCS will remain fully responsible for compliance with all of the terms of the Contract. Upon NCS' assignment of the Contract to the State of Nevada Acting by and Through Its Department of Health and Human Services, Division of Mental Health and Developmental Services, the parties agree that the amendments reflected in Attachment DD shall become effective.

20. NCS OWNERSHIP OF PROPRIETARY INFORMATION

Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of NCS or its designee and all such materials shall be delivered into NCS's possession, or its designee's possession, by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of NCS. Notwithstanding the foregoing, NCS shall have no proprietary interest in any materials licensed for use by NCS that are subject to patent, trademark or copyright protection.

21. CONFIDENTIALITY

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

22. LOBBYING

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, council or board;
- b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.

23. WARRANTIES

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of NCS. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

24. PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

25. GOVERNING LAW AND JURISDICTION

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

26. ENTIRE CONTRACT AND MODIFICATION

This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties.

27. MANAGER

- a. Contractor agrees that NCS or Manager may enter and inspect any premises that are related to services provided under the Contract and to inspect any records that are related to services provided under the Contract to ensure the welfare of the consumer served by NCS under the Contract.
- b. Contractor agrees that NCS and Manager may share confidential information concerning any consumer served by NCS under the Contract.
- c. Contractor agrees that NCS may assign its rights and obligations under the Contract to the State of Nevada Acting by and Through Its Department of Health and Human Services, Division of Mental Health and Developmental Services, pursuant to Section 18 of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

WESTCARE NEVADA

NEVADA CLINICAL SERVICES, INC.

Signature Date

Name

Title

Signature Date

Name

Title

ATTACHMENT AA

SCOPE OF WORK

Contractor shall provide mental health and alcohol and substance abuse treatment, and a related transportation system at a centrally located drop-off triage center for those patients 18 years of age or older, who are not in need of emergency room care or psychiatric care and monitoring. This facility shall provide space for 12 or more clients in a residential setting in Washoe County and 36 or more clients in Clark County, hereinafter referred to as the Community Triage Center (CTC). Transportation services to be provided for such patients from area hospitals for which referral have been authorized.

Responsibilities of Contractor:

- To operate the CTC in accordance with all applicable licensure requirements of the Bureau of Alcohol and Drug Abuse under NRS/NAC 458 as they pertain to a Social Modified Medical Detoxification (III.7D) level of care.
- Triage all patients to assess their needs through mental health and substance abuse assessments (assessments of suicidal thoughts, behavior or intent) performed by licensed professionals.
- Provide all services in a residential setting, based on the needs of the patient. Provide adult behavioral health evaluations, and administer a limited supply of psychotropic medications, medical interventions and/or referrals based on the individuals' medical needs defined upon assessment by the medical staff. Case management services to assist patients with long term medical, psychiatric, and substance abuse treatment as well as referrals to housing programs within the community shall be offered, as indicated.
- Provide a social model and medically supported detoxification and crisis stabilization services. All medications prescribed by medical staff shall be for FDA-approved indications. The only exceptions allowable, are for off-label uses that are community based standards and evidence-based medicine.
- Contractor's prescribers are to use the Nevada Adult Mental Health Services algorithm guidelines in prescribing SSRI and Atypical Antipsychotic medications.
- Employ management, staff and volunteers with sufficient technical knowledge, skill and expertise necessary to provide the services.
- Be available for consultation regarding patient management and referral of patient services with all parties to the funding agreement, and at such other reasonable times with advance notice as to not conflict with vendor's other responsibilities.
- Contractor must provide staff who are certified competent to perform Cardio Pulmonary Resuscitation (CPR) in the event of an emergency or untoward medical events. Staff

trained must also be designated and available 24 hours a day. The use of the local Emergency Response Systems (EMS) 9-1-1 is the preferred mechanism for dealing with these events, following initial life-sustaining efforts performed while awaiting the EMS arrival.

- Contractor must have an appropriate discharge plan for each patient admitted however compliance will be based on patient participation. Patients who request to be discharged may only be discharged by a physician or Nurse Practitioner and only after determination that they do not meet criteria for involuntary commitment. Patients discharged following Absence without Leave (AWOL) will be noted as discharged with orders however will be exempted from this determination.
- Reports submitted to NCS or Manager must include reports and evaluation findings of Performance Improvement activities. This is for monitoring of patient care, patient safety, patient rights, etc.
- Submit to NCS's authorized representative, the monthly status report(s), which shall be due on the 25th of each month for which the report is prepared. These reports shall cover the activities of the CTC, including, but not limited to:
 - The total number of mental health and substance abuse patients, 18 years and older, seen at the CTC and the categories of treatment provided.
 - In addition to the monthly reporting requirements, WestCare will comply with reasonable requests by NCS or Manager for additional data, including but not limited to;
 - Demographic data
 - Medication usage
 - Referral sources
 - Client disposition
 - Length of stay data
 - Census data
- Maintain financial records pertaining to all matters relative to Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable for a period of five (5) years upon completion of Contract, or termination of Contract, whichever comes first. All such records relating to any analysis or audit performed relative to the Contract shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that the Contractor no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the Contract with NCS or Manager to be retained by NCS or Manager, for the required period of time.

- The Contractor shall provide written notice to NCS or Manager of any program changes for which NCS' funds are allocated under the provisions of the contract between NCS and Contractor.

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ATTACHMENT BB

INSURANCE SCHEDULE

1) INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding NCS' and Manager's right to participate, defend NCS, Manager, and their officers, officials, agents, and employees (hereinafter referred to as "Indemnity") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnity shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnity, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against NCS, Manager, and their officers, officials, agents and employees for losses arising from the work performed by the Contractor for NCS.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NCS in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$3,000,000
 - Products – Completed Operations Aggregate \$N/A
 - Personal and Advertising Injury \$N/A
 - Each Occurrence \$1,000,000

ii. The policy shall be endorsed to include the following additional insured language: “NCS and the State of Nevada as Manager for NCS shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor”.

2. Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

i. The policy shall be endorsed to include the following additional insured language: “NCS and the State of Nevada as Manager for NCS shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation

Statutory

Employers’ Liability

- Each Accident \$1,000,000
- Disease Each Employee \$1,000,000
- Disease Policy Limit \$1,000,000

i. Policy shall contain a waiver of subrogation against NCS and Manager.

ii. This requirement shall not apply when Contractor or subcontractor is exempt under N.R.S., AND when such Contractor or subcontractor executes the appropriate form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where NCS and Manager are named as an additional insured, NCS and Manager shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to NCS or Manager, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

NCS: Nevada Clinical Services, Inc.
3186 South Maryland Parkway
Las Vegas, NV 89119
Attn: President

With a copy to: Gjerset & Lorenz, LLP
2801 Via Fortuna, Suite 500
Austin, TX 78746
Attn: Shauna Lorenz

And a copy to: Northern Nevada Adult Mental Health Services
Business Office – C Weil
480 Galletti Way
Sparks, NV 89431

And a copy to: Nevada Department of Health and Human Services
4126 Technology Way, Room 100
Carson City, NV 89706-2009
Attn: Director

- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A- VII. NCS in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish NCS or Manager with certificates of insurance (ACORD form or equivalent approved by NCS or Manager) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by NCS or Manager before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

NCS: Nevada Clinical Services, Inc.
3186 South Maryland Parkway
Las Vegas, NV 89119
Attn: President

With a copy to: Gjerset & Lorenz, LLP
2801 Via Fortuna, Suite 500
Austin, TX 78746
Attn: Shauna Lorenz

And a copy to: Northern Nevada Adult Mental Health Services
Business Office – C Weil
480 Galletti Way
Sparks, NV 89431

And a copy to: Nevada Department of Health and Human Services
4126 Technology Way, Room 100
Carson City, NV 89706-2009
Attn: Director

The NCS project/contract number and project description shall be noted on the certificate of insurance. NCS reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to NCS or Manager separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by NCS, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

(Signature Required on Next Page)

I, the undersigned have read and understand the above form, its contents and requirements.

Contractor:

Print Name

Signature

Date

ATTACHMENT CC

PAYMENTS

Matching payment(s) will not be made until monthly reports of actual expenditures, along with a list of revenues received from both the local governments and hospitals have been reviewed and accepted by NCS after review and recommendation by Manager.

The maximum amount for the term of this Contract is \$1,250,000 per each year the Contract is in effect, which shall be prorated accordingly if necessary. The total amount to be paid by NCS for the services rendered at the Washoe County Facilities shall not exceed \$500,000 per year and the total amount to be paid by NCS for services rendered at the Clark County Facilities shall not exceed \$750,000 per year.

The contractual authority, as identified by the not to exceed amount, does not obligate NCS to expend funds up to that amount; the expenditure will be controlled by NCS' authorized means of requisition for services as submitted to and accepted by the Contractor.

ATTACHMENT DD

ASSIGNMENT

Upon assignment of the Contract to the State of Nevada Acting by and Through Its Department of Health and Human Services, Division of Mental Health and Developmental Services, the Parties agree to the following amendments to the Contract.

1. The following provisions shall be included in the first section of the Contract, directly preceding "NOW THEREFORE":

"WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;"

2. The following shall become Paragraph 28 of the Contract:

"REQUIRED APPROVAL

This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners."

3. The following shall become Paragraph 29 of the Contract:

"DEFINITIONS

"State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

"Independent contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract."

4. Paragraph 2, Contract Term, shall be revised to add the following sentence at the end of the paragraph:

"Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require."

5. Paragraph 6, Timeliness of Billing Submission, shall be revised to state the following:

“The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.”

6. The following shall be added as a continuation to the first sentence in Paragraph 7(b), Inspection & Audit:

“, the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.”

7. The first sentence of Paragraph 7(c), Period of Retention, shall be revised to state the following:

“All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract.”

8. Paragraph 8(b) shall be revised to state the following:

“State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.”

9. The last sentence of Paragraph 9, Remedies, shall be replaced with the following:
- “It is specifically agreed that reasonable attorneys’ fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.”
10. The following sentence shall be added to the beginning of Paragraph 10, Limited Liability:
- “The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases.”
11. Paragraph 14, Insurance Schedule, under the Evidence of Insurance subheading, at subsection c, Additional Insured Endorsement, shall be revised to state the following:
- “An additional insured endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to NCS or Manager to evidence the endorsement of NCS and Manager as an additional insured per General Requirements, subsection a above.”
12. The following sentence shall be added to the end of Paragraph 15, Compliance With Legal Obligations:
- “The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.”
13. The following shall become Paragraph 20(b) of the Contract, and the existing Paragraph 20, Confidentiality, shall be renumbered as Paragraph 20(a):

“PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.”

14. The below shall become Paragraph 27 of the Contract:

“FEDERAL FUNDING

In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).”

15. The following shall be added as the second sentence of Paragraph 23, Proper Authority:

“Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract.”

16. The last sentence in Paragraph 25, Entire Contract and Modification, shall be revised to add the language below after “parties” in continuation of the sentence:

“hereto and approved by the Office of the Attorney General and the State Board of Examiners.”

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 9, 2013
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Sherri Barkdull, Budget Analyst IV
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.

TREASURER'S OFFICE - DEBT MANAGEMENT

Agenda Item Write-up:

The Treasurer's Office is requesting approval of "A Resolution Approving a Ground Lease" to be entered into between Nevada System of Higher Education (NSHE) and the Nevada Real Property Corporation (NRPC) in which NSHE will lease certain property owned by it to the NRPC who will in turn sublease back to the NSHE the property and certain improvements to be constructed or improved thereon.

Additional Information:

NRS 353.500 through 353,630 authorizes the issuance of lease-revenue bonds as an alternative method to finance the purchase of land or capital improvement projects. Lease-revenue bonds or Certificates of Participation (COP's) are structured as a series of one-year renewable obligations spread out over the life of the asset. In a lease purchase arrangement, the State leases the unimproved land to a separate legal entity, which in the case of State COP's has been NRPC. The NRPC, which is a non-profit corporation, raises funds for the financing of land and capital improvements through the sale of lease-revenue bonds or COP's to investors. The NRPS then subleases the improved facilities back to the State. The State pays yearly lease payments to NRPC that are equal to principal and interest due on the COP's to the certificate holders until the COP's are repaid.

NSHE has proposed the construction of two new buildings on Nevada State College's campus – a nursing/science/education building and a student activities/administration building. The proposed project was approved by the Interim Finance Committee (IFC) in January 2013 and an increase in the scope of work from 100,000 square feet to 120,000 square feet for the project was approved by the IFC on August 29, 2013.

The State Land Registrar in consultation with the State Treasurer determined that the rental payments to be made under the Ground Lease approximate the fair market value of the property at the time the Ground Lease is to be entered into. The State Land Registrar reviewed the Ground Lease and it was submitted to and approved by the Board of Finance on September 10, 2013.

REVIEWED: <u> </u>
ACTION ITEM: <u> </u>

Kate Marshall
State Treasurer



Steve George
Chief of Staff

Mark Mathers
Chief Deputy Treasurer

STATE OF NEVADA
OFFICE OF THE STATE TREASURER

TO: Board of Examiners-Jeff Mohlenkamp and Sherri Barkdull

FROM: Lori Chatwood, Deputy Treasurer of Debt Management

SUBJECT: October 8, 2013, Board of Examiners' Meeting-Nevada State College (NSC) Lease Purchase Project-Ground Lease

DATE: September 3, 2013

Lease Purchase-General Information

State law, specifically NRS §353.500 through and inclusive of §353.630, authorizes the issuance of lease-revenue bonds as an alternative method to finance the purchase of land or capital improvement projects. Over the last fifteen years, the State has used this power to issue Certificates of Participation (COP's), the most commonly used form of lease purchase financing, to finance various facilities, including the Bryan Building, Casa Grande Detention Facility, and the LCB Printing Office.

Lease-revenue bonds or COP's are structured as a series of one-year renewable obligations spread out over the life of the asset. In a lease purchase arrangement, the State (or state agencies as defined by NRS Chapter 353) leases the unimproved land to a separate legal entity, which in the case of State COP's has been the Nevada Real Property Corporation (NRPC). The NRPC, which is a non-profit corporation, raises funds for the financing of land and capital improvements through the sale of lease-revenue bonds or COP's to investors. The NRPC then subleases the improved facilities back to the State. The State pays yearly lease payments to NRPC that are equal to principal and interest due on the COP's to the certificate holders until the COP's are repaid. COP's or lease-revenue bonds are not technically debt of the State, since the payment obligation to holders of the COP's is extinguished if the legislature fails to appropriate monies for the ensuing year to make lease payments, nor do COP's pledge the full faith and credit of the State.

There are a number of legal documents required by state law that must be executed between the various parties involved in a COP transaction. The Ground Lease is the document under which the State of Nevada and/or NSHE leases the unimproved property to the NRPC. If an agreement involves an improvement to property owned by the State of Nevada, the State Land Registrar (Registrar), in consultation with the Treasurer and in conjunction with the agreement, upon the approval of the State Board of Examiners, may enter into a lease of the property to which the improvement will be made.

CARSON CITY OFFICE
101 N. Carson Street, Suite 4
Carson City, Nevada 89701-4786
(775) 684-5600 Telephone
(775) 684-5623 Fax

STATE TREASURER PROGRAMS
Governor Guinn Millennium Scholarship Program
Nevada Prepaid Tuition Program
Unclaimed Property
College Savings Plans of Nevada
Nevada College Kick Start Program

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 4600
Las Vegas, Nevada 89101-1074
(702) 486-2025 Telephone
(702) 486-3246 Fax

Website: NevadaTreasurer.gov

E-mail: StateTreasurer@NevadaTreasurer.gov

Before the Registrar may enter into that lease, the Registrar must also submit the lease to the Chief of the Budget Division of the Department of Administration ("Chief") and the Treasurer for their review and transmittal to the Board of Finance. Included in your packet are this transmittal letter and the Ground Lease. Subsequent to presentation and approval of this ground lease by the Board of Finance on September 10, 2013, the lease is scheduled to be presented to the Board of Examiners on October 8, 2013.

The Lease Purchase Agreement is the document under which the NRPC will sublease back to the State and/or NSHE any buildings and improvements thereon. Before a lease-purchase agreement may become effective, a number of steps are required: (a) the proposed project must be approved by the Legislature or Interim Finance Committee when the Legislature is not in regular or special session; (b) the proposed agreement must be submitted to the Chief, the Treasurer, and the Registrar for their review and transmittal to the Board; (c) the Board of Finance must approve the agreement; and (d) the Governor must execute the agreement. A copy of the Lease Purchase Agreement is included in your packet.

Nevada State College (NSC) Project

In accordance with NRS 353.500 through 353.630 (the Act), the Nevada System of Higher Education (NSHE) has proposed the construction of two new buildings on Nevada State College's campus – a nursing/science/education building and a student activities/administration building. The proposed project was approved by the Interim Finance Committee (IFC) in January 2013 and an increase in the scope of work for the project (not the price) was approved by the IFC on August 29, 2013. The two facilities total 120,000 square feet and the total estimated cost is not to exceed \$61 million. Based on current rates in the market, the total anticipated annual debt service on these 30-year COP's is approximately \$3.6 million.

NSHE anticipates that payments due under a lease-purchase agreement for the project will be made through a variety of funding sources:

1. As part of this plan, Nevada State College will terminate leases on privately owned space in downtown Henderson, which will no longer be required with the construction of these facilities. Those lease payments total approximately \$1.5 million and will be re-purposed towards COP payments.
2. The NSHE Board of Regents has approved a new Special Building Fee of \$150 per semester for all NSC students enrolled for more than three credit hours.
3. The unobligated portion of NSC's General Improvement/Capital Fee will also be available towards debt service payments.
4. There are several sources of one-time revenues including gifts and endowments that will be used as equity to reduce the par issued and to initially fund a Stabilization Account, which will be established to make debt service payments if the above sources are inadequate in any year to cover debt service requirements.

The COP's are subject to annual appropriation by the legislature and therefore not considered a debt of the State under the Constitutional debt limit nor included in the State's affordability model.



Lease Purchase Project September 2013

Nevada State College (NSC) has increased its enrollment from 177 students in the fall of 2002 to 3,389 in the fall of 2012. During this period, one 42,587 square foot facility has been constructed, with the primary source of funding provided by the state of Nevada along with approximately \$1 million in private support.

To meet the demands of its growing student body, NSC is currently leasing an additional 86,172 square feet of space, the majority of which is located in downtown Henderson, some 5 miles away from NSC's 509-acre campus. There is no viable classroom or office space that may be leased near the 509 acre campus. It is critical to the success of NSC and its students to identify alternative means of consolidating its facilities while increasing and enhancing the space available to its students.

NSC has identified a practical way to provide two new facilities for its developing campus and its increasing student population, particularly during this period of scarce capital resources, through a lease purchase arrangement. This proposal is based on an agreement whereby NSC leases a portion of the NSC campus to the Nevada Real Property Corporation (NRPC), which in turn is responsible for the construction and lease of two facilities to NSC through a construction management at risk agreement. At the end of thirty years and upon expiration of both leases, ownership of the facilities transfers to the Nevada System of Higher Education (NSHE) on behalf of NSC.

Authority for lease purchase agreements is granted by Nevada State Revised Statutes Title 31 Chapter 353. This statute was passed by the 2007 legislature after a lengthy study by an advisory group composed of legislators, labor representatives and other officials. NRS 353 establishes the parameters under which a lease-purchase agreement is allowable and mandates the approval process which must occur.

In January 2013, the legislative Interim Finance Committee and the NSHE Board of Regents approved a 100,000 square foot project at a total cost not to exceed \$61 million, subject to all required approvals. A combination of existing reallocated NSC general funds, existing fee revenue and a NSHE Board of Regents (BOR) approved Special Building Fee of \$150 per semester for all NSC students enrolled for more than three credit hours will be utilized to make lease/debt service payments. Additionally, the 2013 Nevada State Legislature approved the expenditure of \$1.262 million of NSHE Estate Tax funds for the project with the understanding that these funds would be utilized for the financial benefit of NSC students.

Through negotiations, value engineering and a significant reduction in administrative costs, sufficient funds are now available to increase the scope of the project up to 120,000 square feet within the existing \$61 million budget. NRS 353 requires the legislative Interim Finance Committee to approve this change in scope. Approvals must also be obtained from the State of Nevada's Board of Examiners, Board of Finance and the State Land Registrar.

NSC is reaching a critical stage in its development as an institution. Student enrollment continues to rise due to increased student interest and improved student retention rates, and current facilities will not sustain this continued growth. Additionally, students have essentially no activity space and very limited study areas. Having two separate campus locations creates a variety of challenges, diminishes the possibilities for efficiencies, and diminishes the student experience as well as faculty and staff collaboration. If the project concept is viable, NSC and its Foundation will embark on an aggressive capital campaign to enhance the project.

NSHE will finance this project with tax-exempt Certificates of Participation issued through the State Treasurer's Office. Financing is scheduled to close in November 2013. Construction will begin no later than January 2014, with full occupancy of both buildings to occur in July 2015.

Kate Marshall
State Treasurer



Steve George
Chief of Staff

Mark Mathers
Chief Deputy Treasurer

STATE OF NEVADA
OFFICE OF THE STATE TREASURER

August 26, 2013

State Board of Examiners
Carson City, Nevada 89701

Ladies and Gentlemen:

The undersigned have submitted a Ground Lease (the "Ground Lease") between Nevada System of Higher Education ("NSHE") and the Nevada Real Property Corporation ("NRPC") with respect to certain land and improvements thereon (the "Premises") owned by NSHE for review and transmittal to the Board of Examiners (the "Board"). The Ground Lease is being entered into pursuant to NRS 353.600, in connection with a lease purchase agreement between NRPC and the State of Nevada (the "State") acting by and through NSHE (the "Lease Purchase Agreement"), which involves improvements (the "Project") to the Premises. The Premises will be leased by the State acting by and through NSHE to NRPC under the Ground Lease and subleased together with the Project back to the State acting by and through NSHE under the Lease Purchase Agreement. This transaction is being undertaken in order to provide financing for the Project and other improvements.

As provided in paragraph (b) of subsection 1 of NRS 353.600, the undersigned State Land Registrar in consultation with the undersigned State Treasurer has determined that the rental payments to be made under the Ground Lease approximate the fair market value of the Premises at the time the Ground Lease is to be entered into.

The State Land Registrar has reviewed the Ground Lease and is hereby transmitting the Ground Lease to the Board and requesting the Board's approval thereof and the transactions contemplated thereby pursuant to NRS 353.600.

CARSON CITY OFFICE
101 N. Carson Street, Suite 4
Carson City, Nevada 89701-4786
(775) 684-5600 Telephone
(775) 684-5623 Fax

STATE TREASURER PROGRAMS
Governor Guinn Millennium Scholarship Program
Nevada Prepaid Tuition Program
Unclaimed Property
College Savings Plans of Nevada
Nevada College Kick Start Program

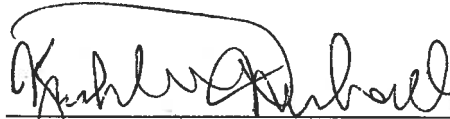
LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 4600
Las Vegas, Nevada 89101-1074
(702) 486-2025 Telephone
(702) 486-3246 Fax

Website: NevadaTreasurer.gov


E-mail: StateTreasurer@NevadaTreasurer.gov

10

Respectfully submitted,



Kate Marshall, State Treasurer



Jeff Mohlenkamp, Chief, Budget Division
Department of Administration



James R. Lawrence
State Land Registrar

**A RESOLUTION APPROVING A GROUND LEASE AND PROVIDING
OTHER MATTERS RELATED THERETO**

WHEREAS, there has been filed with the Secretary of the State Board of Examiners (the "Board") the form of a ground lease (the "Ground Lease") under which the Nevada System of Higher Education ("NSHE") will lease certain property owned by it (the "Premises") to the Nevada Real Property Corporation ("NRPC"); and

WHEREAS, it is proposed that the Ground Lease be entered into in connection with a Lease Purchase Agreement (the "Lease Purchase Agreement") under which NRPC will sublease back to the State of Nevada, acting by and through NSHE the Premises and certain improvements to be constructed or improved thereon; and

WHEREAS, the Ground Lease and the Lease Purchase Agreement are proposed to be entered into pursuant to NRS 353.500 to 353.630, inclusive (the "Act"); and

WHEREAS, the Lease Purchase Agreement involves an improvement to real property owned by the State of Nevada or a State agency (as defined in the Act); and

WHEREAS, as provided in subsection 1 of NRS 353.600, the Ground Lease provides for rental payments that approximate the fair market value of the Premises at the time the Ground Lease is entered into as determined by the State Land Registrar in consultation with the State Treasurer (the "Fair Market Value Rent"), which Fair Market Value Rent will be paid on the date on which the Ground Lease will be effective; and

WHEREAS, NSHE, which has proposed the Lease Purchase Agreement pursuant to NRS 353.550, has submitted the Ground Lease to the State Land Registrar who has submitted the Ground Lease to the State Treasurer and the Chief of the Budget Division of the Department of Administration (the "Chief") and has requested the Board's approval of the Ground Lease pursuant to NRS 353.600; and

WHEREAS, the Nevada System of Higher Education, which has proposed the Lease Purchase Agreement pursuant to NRS 353.550, has submitted the Lease Purchase Agreement to the State Land Registrar, the State Treasurer and the Chief for their review and transmittal to the State Board of Finance; and

WHEREAS, in addition to the Ground Lease, there have been filed with the Secretary of the Board the forms of the Lease Purchase Agreement and Indenture of Trust, to be executed or approved by the State in connection with the Lease Purchase Agreement and the Ground Lease.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EXAMINERS OF
THE STATE OF NEVADA:**

Section 1. The Ground Lease, in substantially the form filed with the Secretary of the Board, but with such insubstantial changes as may be approved by the officials executing or

approving the Ground Lease (such approval to be evidenced by the execution or approval of such documents by such officials), and the transactions contemplated thereby be, and the same hereby are approved by the Board and the officials designated therein are authorized to execute and deliver the Ground Lease and the Lease Purchase Agreement.

Section 2. This Resolution shall be effective upon passage and approval.

PASSED, ADOPTED AND APPROVED OCTOBER 8, 2013.

Governor
State of Nevada

Secretary, State Board of Examiners

APN:

When Recorded, Return To:

GROUND LEASE

THIS GROUND LEASE is entered into as of the _____th day of _____, 2013, by and between the Nevada System of Higher Education, ("NSHE/Lessor"), the Lessor, and Nevada Real Property Corporation ("NRPC/Lessee"), the Lessee. This agreement is hereinafter referred to as the "Ground Lease."

RECITALS

A. NSHE/Lessor is the owner of certain real property described in Exhibit A (collectively, the "Premises") and desires to lease the Premises to NRPC/Lessee for use as the site for the construction of a nursing/science/education building and a student activities/administration building (the "Project") which, for purposes of this Ground Lease, includes any changes or amendments to the Project actually constructed, as permitted in the Lease-Purchase Agreement; and

B. The Project and the Premises are to be subleased back to the State of Nevada (the "State") acting by and through NSHE/Lessor under a lease-purchase agreement between the State acting by and through NSHE/Lessor and NRPC/Lessee (the "Lease-Purchase Agreement") in accordance with NRS 353.500 through 353.630, inclusive (the "Act"); and

C. In accordance with NRS 353.600, the State Land Registrar has been authorized to acknowledge and accept this Ground Lease after submitting the proposed Ground Lease to the State Treasurer and the Chief of the Budget Division of the Department of Administration for review and receipt of the approval of the State Board of Examiners and State Board of Finance;

D. In accordance with NRS 396.430, this Ground Lease has been approved by the Governor; and

E. The Lease-Purchase Agreement, proposed by NSHE/Lessor to be entered into with NRPC/Lessee to lease back the Premises and Project for use of the State acting by and through NSHE/Lessor, has been authorized pursuant to NRS 353.550; and

F. NRPC/Lessee intends to lease the Premises pursuant to this Ground Lease, to cause the Project to be constructed thereon and to lease the Project and Premises to the State

acting by and through NSHE/Lessor for use of NSHE/Lessor or other lawful purpose pursuant to the Lease-Purchase Agreement entered into coincidentally herewith; and

G. It is anticipated that the cost of constructing the Project will in part be financed by the issuance of certificates of participation in the payments the State will make under the Lease-Purchase Agreement; and

H. NSHE/Lessor and NRPC/Lessee acknowledge that there shall be no merger of the leasehold interest of NSHE/Lessor or the State under the Lease-Purchase Agreement and NSHE/Lessor's ownership interest in the Premises, which merger would cause the cancellation or termination of this Ground Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The parties acknowledge the foregoing Recitals are true and are incorporated into this Ground Lease as if set forth in full.

2. Premises. NSHE/Lessor hereby leases to NRPC/Lessee, subject to the conditions expressed herein, certain real property comprising the Premises located in Henderson, Nevada, specifically described in Exhibit A attached hereto and incorporated herein.

3. Term. The Term of this Ground Lease shall commence on the date hereof set forth above and shall end thirty five (35) years after the date hereof set forth above.

4. Rent. NRPC/Lessee agrees to pay rent as follows:

a. So long as the Lease-Purchase Agreement remains in effect, annual rent shall be the nominal sum of ONE DOLLAR (\$1.00) per year payable on or before July 31 of each year commencing July 31, 2014; or

b. Upon termination of the Lease-Purchase Agreement except coincidentally with the termination of this Ground Lease pursuant to paragraph 8 hereof, annual rent shall be the sum of \$69,614.25 (Sixty-Nine Thousand Six Hundred Fourteen and 25/100 Dollars) per year, which has been determined by the State Land Registrar in consultation with the State Treasurer to be the fair rental value of the Premises as of the date this Ground Lease is executed. Annual rent payments received to date shall be applied to the first \$35 of annual rent coming due hereunder is hereby acknowledged by NSHE/Lessor.

5. Development. NRPC/Lessee shall have the right to use the Premises to develop, acquire and construct portions of the Project in accordance with the Lease-Purchase Agreement. In the event the Lease-Purchase Agreement expires or is terminated for any reason except by NSHE/Lessor as provided in Section 8 below, NRPC/Lessee and its successors and assigns may use the Premises and all improvements thereon for any lawful purpose [to be confirmed by title report].

6. Permanent Easements. At NRPC/Lessee's reasonable request or as NSHE/Lessor determines may be reasonably required, NSHE/Lessor shall grant to public entities, public service corporations, or to others such rights-of-way, utility, or other permanent easements on,

over or through the Premises for telephone, electricity, cables, water, sanitary or storm sewers or both, site drainage and for other utilities and municipal, special district or utility services necessary or appropriate to serve the Project. NRPC/Lessee hereby consents to any such rights of way and utility or other permanent easements granted by NSHE/Lessor.

7. Assignments and Transfers.

a. NRPC/Lessee may sublease the Premises to NSHE/Lessor under the Lease-Purchase Agreement and subject to the rights of NSHE/Lessor under the Lease-Purchase Agreement, shall have the right to assign this Ground Lease to the Trustee under the Indenture (as such terms are defined in the Lease-Purchase Agreement). NRPC/Lessee shall give NSHE/Lessor prior notice of any such an assignment and provide a true copy of all documents evidencing such assignment.

b. If the Lease-Purchase Agreement is terminated other than as provided in Section 8 hereof, the Trustee, as the assignee of NRPC/Lessee, may assign, sublease or otherwise transfer all or any portion of its interest in the Premises and all improvements thereon to any person to be used for any lawful purpose, subject however, to the terms of this Ground Lease.

c. NSHE/Lessor may not assign, pledge or otherwise transfer all or any portion of its interest in the Premises and the Ground Lease during the term hereof without consent of the trustee which will not be unreasonably withheld. This section does not apply to transfers of rights of way or easements as allowed by Section 6 hereof.

8. Optional Termination. If the Lease-Purchase Agreement is terminated as provided in Section 3.2 (b) or (e) of the Lease-Purchase Agreement, this Ground Lease shall automatically terminate and all alterations, improvements, replacements and appurtenances on or to the Premises, including the Project, shall be deemed to be part of the Premises and shall revert to NSHE/Lessor at no additional consideration and shall become the sole and absolute property of NSHE/Lessor.

9. Hazardous/Materials. NRPC/Lessee shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with all state, federal, or local laws, rules or regulations. NRPC/Lessee shall comply with any lawful order by an entity reposed with NRPC/Lessee to regulate the use, accumulation, storage or disposal of hazardous waste. NRPC/Lessee shall not be responsible for any of such materials placed on the Premises by or through NSHE/Lessor or caused or allowed to be caused by NSHE/Lessor prior to or during any term of the Lease-Purchase Agreement.

10. Zoning/Building Restrictions. This Ground Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record, and is subject to any and all easements for public utilities of record. NSHE/Lessor warrants that such ordinances, restrictions, limitations and easements do not prevent the use of the Premises as provided for in the Lease-Purchase Agreement.

11. Waste and Nuisance Prohibited. During the term of this Ground Lease, NRPC/Lessee shall comply with all applicable laws affecting the Premises, the violation of

which might result in any penalty assessed upon NSHE/Lessor or forfeiture of NSHE/Lessor's title to the Premises. NRPC/Lessee shall not commit, or suffer to be committed, or permit or cause to be permitted, any waste on the Premises or improvements, or any nuisance.

12. Remedies and Forbearance/Waivers. No delay or omission on the part of NSHE/Lessor or NRPC/Lessee to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

13. Officials, Agents, and Employees Not Personally Liable. It is agreed that in no event shall any official, officer, employee or agent of NRPC/Lessee, nor any official, officer, employee or agent of NSHE/Lessor be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Ground Lease.

14. Quiet Enjoyment. NSHE/Lessor covenants that NRPC/Lessee shall have the peaceful and quiet enjoyment of the Premises for the term of the Ground Lease.

15. Right of Entry. NRPC/Lessee shall permit NSHE/Lessor and the agents and employees of NSHE/Lessor to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to NRPC/Lessee for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned; provided, however, that NSHE/Lessor shall first give twenty four (24) hours written notice of its desire to inspect the Premises and such inspection shall be accompanied by a designated representative of NRPC/Lessee. Such notice and inspection procedures shall not apply during any term of the Project Lease.

16. Default.

a. In the event NSHE/Lessor shall at any time deem NRPC/Lessee to be in breach of this Ground Lease, NSHE/Lessor shall promptly notify NRPC/Lessee, in writing, stating specifically the nature of any such alleged breach. NRPC/Lessee shall not be deemed to be in default hereunder unless NRPC/Lessee fails to commence to cure any such default within thirty (30) calendar days after its receipt of such written notice and to diligently proceed to cure such default within a reasonable time. In the event of default NSHE/Lessor shall have all rights and remedies provided by law.

b. NSHE/Lessor agrees that in the event of a default by the NRPC/Lessee under this Ground Lease, NSHE/Lessor may not terminate the Trustee's interest under this Ground Lease, but may only terminate the NRPC/Lessee's interest in this Ground Lease. The Trustee's interest in the Ground Lease as an assignee shall remain notwithstanding any default by the NRPC/Lessee. NSHE/Lessor may bring an action against the Trustee for specific performance of any provision hereof which is not being performed by the Trustee as assignee of NRPC/Lessee; however, the Trustee may abandon this Ground Lease in the circumstances provided in the Indenture.

17. Attorney Fees and Costs. In the event that either party to this Ground Lease shall enforce any of the provisions hereof in any action at law or in equity, the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorney fees, incurred therein.

18. Amendments. This Ground Lease shall not be modified except in writing signed by all parties to be bound.

19. Execution of Documents. The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Ground Lease or any of the provisions herein.

20. Warranty of Title. NSHE/Lessor warrants that it has the power and authority to enter into this Ground Lease and that the execution and delivery of this Ground Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. NSHE/Lessor further warrants that it has good and marketable title to the property described in Exhibit A, free and clear of all claims, liens and encumbrances except as shown in Exhibits A.

21. Notices. All notices under this Ground Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to NSHE/Lessor: Vice Chancellor for Finance and Administration
Nevada System of Higher Education
2601 Enterprise Road
Reno, Nevada 89512
Telephone:
Facsimile:
Email:

With a copy to:

Nevada State College
[address]
Henderson, NV

If to the State: State Treasurer
101 N. Carson , #4
Carson City, NV 89701
Telephone:
Facsimile:
Email:

If to NRPC/Lessee: President
Nevada Real Property Corporation
101 N. Carson , #4
Carson City, NV 89701
Telephone:
Facsimile:
Email:

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

22. Binding Effect. This Ground Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

23. Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable according to law, the validity, legality or enforceability of the remaining provisions and the application thereof shall not in any way be affected or impaired.

24. Headings. Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Ground Lease.

25. Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

26. Time of the Essence. Time is of the essence of this Ground Lease, and of each and every covenant, term, condition, and provisions thereof.

27. Recording Copy. Either party may, at its option and expense, record this Ground Lease.

28. Governing Law. This Ground Lease 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 hereto consent to the jurisdiction of the Nevada district courts for enforcement of this Ground Lease.

IN WITNESS WHEREOF, the parties have caused this Ground Lease to be executed effective as of the day and year first above written.

LESSOR:

NEVADA SYSTEM OF HIGHER
EDUCATION

By: _____
Chancellor

LESSEE:

NEVADA REAL PROPERTY
CORPORATION

By: _____
its President

APPROVED BY:

Brian Sandoval, Governor, State of Nevada

ACKNOWLEDGED AND APPROVED BY:
STATE OF NEVADA
Division of State Lands

By: _____
Administrator and Ex-Officio
State Land Registrar

APPROVED AS TO FORM:
Attorney General

By: _____

STATE OF NEVADA)
) ss.
_____)

On _____, 2013, personally appeared before me, a Notary Public,
Daniel J. Klaich, Chancellor, Nevada System of Higher Education, who acknowledged that he
executed the above instrument.

NOTARY PUBLIC

(Seal)

STATE OF NEVADA)
) ss.
_____)

On _____, 2013, personally appeared before me, a Notary Public,
_____, President of the Nevada Real Property Corporation, who acknowledged
that she executed the above instrument.

NOTARY PUBLIC

(Seal)

STATE OF NEVADA)
) ss.
_____)

On _____, 2013, personally appeared before me, a Notary Public,
Brian Sandoval, Governor of the State of Nevada, who acknowledged that he executed the above
instrument.

NOTARY PUBLIC

(Seal)

STATE OF NEVADA)
) ss.
_____)

On _____, 2013, personally appeared before me, a Notary Public,
_____, Administrator and Ex-Officio State Land Registrar, Division of State
Lands, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

(Seal)

EXHIBIT A
(insert legal description)

**LEGAL DESCRIPTION
FOR
NEVADA STATE COLLEGE**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 63 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKED P.L.S. 8866 SET AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF SAID SECTION 3, SOUTH 89°23'54" WEST, 348.74 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°36'06" EAST, 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PARADISE HILLS DRIVE AS DEDICATED TO THE PUBLIC PER DOCUMENT NO. 20070216, AS INSTRUMENT NO. 02396 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, SAID POINT BEING THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, HAVING A RADIUS OF 15.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 00°36'06" WEST; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID SURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 83°14'43", AN ARC LENGTH OF 21.79 FEET; THENCE SOUTH 06°09'11" WEST, 101.43 FEET; THENCE SOUTH 00°36'13" EAST, 498.77 FEET; THENCE SOUTH 89°23'45" WEST, 938.92 FEET; THENCE NORTH 00°36'13" WEST, 262.62 FEET; THENCE NORTH 89°23'47" EAST, 137.50 FEET; THENCE NORTH 00°36'13" WEST, 349.96 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF PARADISE HILLS DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°22'39" EAST, 516.44 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°23'54" EAST, 311.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.12 ACRES MORE OR LESS.

BASIS OF BEARINGS

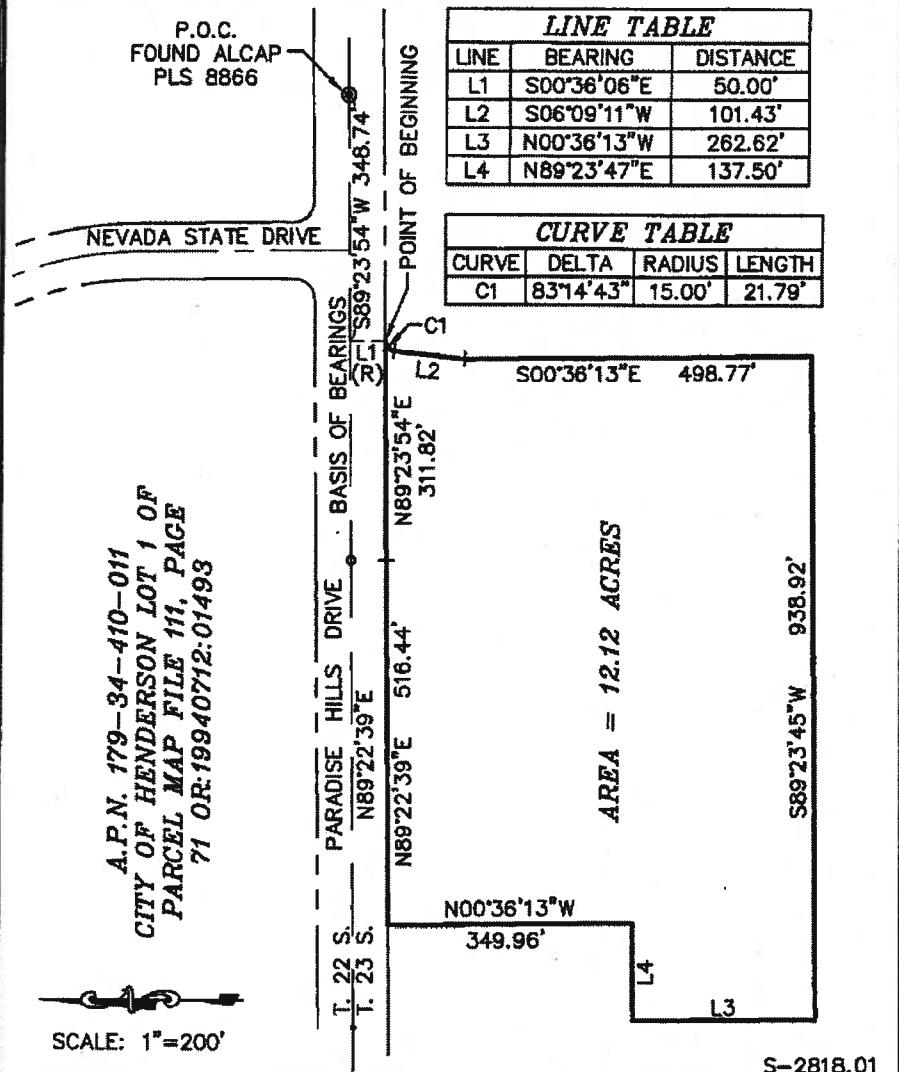
THE NORTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 63 EAST, M.D.M., CITY OF HENDERSON, AS SHOWN BY THAT MAP IN BOOK 62 OF PLATS, PAGE 87, ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

SAID LINE BEARS: SOUTH 89°23'54" WEST.

GLEN J. DAVIS
NEVADA P.L.S. NO. 11825
6345 SOUTH JONES BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89118
MY COMMISSION EXPIRES: DECEMBER 31, 2014



EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION




LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°36'06"E	50.00'
L2	S06°09'11"W	101.43'
L3	N00°36'13"W	262.62'
L4	N89°23'47"E	137.50'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	83°14'43"	15.00'	21.79'

	LOCHSA SURVEYING 6345 SOUTH JONES BLVD., STE 200 LAS VEGAS, NEVADA 89118 PHONE: (702) 365-9312 FAX: (702) 365-9317	EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION FOR NEVADA STATE COLLEGE	Sheet 1 of 1
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APN:

When Recorded, Return To:

LEASE PURCHASE AGREEMENT

NEVADA STATE COLLEGE PROJECT

THIS LEASE PURCHASE AGREEMENT (this "Lease" or "Agreement") is made effective as of [date], 2013, between the Nevada Real Property Corporation, as lessor (the "NRPC" or "Lessor"), and the STATE OF NEVADA, acting by and through the Nevada System of Higher Education ("NSHE") as lessee (collectively the "State" or "Lessee").

WHEREAS, in accordance with NRS 353.500 through 353.630 (collectively, the "Act"), NSHE has proposed the construction of a nursing/science/education building and a student activities/administration building (collectively, the "Project," which includes any changes or amendments to the Project actually constructed, as permitted in this Lease); and

WHEREAS, in accordance with NRS 353.550, NSHE has proposed the Project and anticipates that payments due under a lease-purchase agreement for the Project will be made with state appropriations; and

WHEREAS, the proposed Project has been approved by the Interim Finance Committee (the "IFC"); and

WHEREAS, in accordance with the Act, NSHE has submitted this Lease to the State Treasurer, the Chief of the Budget Division of the Department of Administration (the "Chief") and the State Land Registrar for their review and transmittal to the State Board of Finance; and

WHEREAS, this Lease has been approved by the State Board of Finance and the lease of the Premises (as defined below) to the NRPC (the "Ground Lease") has been approved by the State Board of Examiners and the State Board of Finance; and

WHEREAS, upon the recommendation of the State Treasurer, the provisions of NRS 353.550(1)(d) prohibiting issuance of certificates of participation in this Lease have been waived by the State Board of Finance upon its finding that waiving such prohibition is in the best interests of the State and complies with federal securities laws; and

WHEREAS, the NRPC is a not-for-profit corporation created for the purpose of financing, acquiring, and leasing projects to the State and its agencies in accordance with the Act; and

WHEREAS, the NRPC is empowered to acquire property, to enter into agreements with the State and State agencies, including NSHE, in furtherance of the purposes of the Act, and to acquire, develop, maintain, and finance real property and improvements, including the Project, and to lease such property and improvements to the State or its agencies; and

WHEREAS, pursuant to the Act, the State is authorized to enter into lease-purchase and other agreements extending beyond the biennium in which the agreement is executed for the purpose of acquiring improvements to real property if specified conditions are satisfied; and

WHEREAS, nothing herein obligates the Legislature of the State to make appropriations with which to make Rent (as defined herein) payments hereunder and nothing herein obligates the State to this Lease beyond the period for which an appropriation sufficient to make payments of Base Rent and Additional Rent (as defined herein) has been made by the Legislature;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the parties agree:

ARTICLE I

DEFINITIONS

In addition to the terms defined elsewhere in this Lease, the following terms have the meanings given below unless the context clearly requires otherwise:

"Act" shall mean NRS 353.500 through 353.630, as amended and supplemented.

"Additional Rent" means any payments required to be made hereunder in addition to Base Rent including, but not limited to, NRPC Administrative Costs, all required payments of the costs and expenses of the Trustee not paid with proceeds of the Certificates and payments required to be made into the Reserve Fund as provided in the Indenture.

"Authorized Officer," when used:

a. with respect to the Lessee, means the State Treasurer or other State official who is designated in writing by the State Treasurer as a person authorized to act for the State Treasurer for the purposes of this Lease. When acting as an Authorized Officer hereunder, if a state agency or officer's approval of any action hereunder is needed other than the approval of the State Treasurer, means the Chancellor or other NSHE official who is designated in writing by the Chancellor as a person authorized to act for the Chancellor for the purposes of this Lease;

b. with respect to Lessor, means the President of Lessor or any other or additional officer of Lessor designated in writing by the President of Lessor for the purposes of this Lease;

c. with respect to any assignee of Lessor, means the one or more officers or other representatives of the assignee designated in writing by such assignee as an Authorized Officer of Lessor for the purposes of this Lease.

"Base Rent" means the payments, including the principal and interest components of those payments, specified in Exhibit B.

"Business Day" means any day of the year other than Saturday or Sunday and any day which is a legal holiday for banks in Carson City, Nevada, Reno, Nevada, Las Vegas, Nevada, New York, New York or Phoenix, Arizona, or on which the offices of the State Treasurer and State Controller are closed.

"Certificates of Participation" or "Certificates" shall mean the certificates evidencing a right to participate in the payments made by Lessee hereunder issued pursuant to the Indenture.

"Certificate Resolution" shall mean the resolution or resolutions of the NRPC, as amended and supplemented, authorizing the issuance of Certificates of Participation.

"Chancellor" means the Chancellor of NSHE or any successor in functions thereto.

"Code" means the Internal Revenue Code of 1986, as amended. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder.

"Cost of Acquisition" shall mean any proper and reasonable cost, whether or not specifically mentioned herein, of the Project, including costs, whether incurred by it or another, (1) of evaluating, analyzing and planning; (2) of acquiring real property or interests therein; (3) engineering, architecture, surveying and other services and of the plans, specifications and other design documents, (4) of project management, administration, inspection and similar services; (5) of developing and constructing improvements; (6) of furniture, fixtures, and equipment; (7) of any indemnity, surety bonds and insurance premiums; (8) of administrative, accounting, auditing, legal and other general expenses; (9) of fees and expenses of any trustees, depositories and paying agents, legal counsel, financial advisors, underwriters and other costs pertaining to the issuance of Certificates of Participation; (10) of any Base or Additional Rent to be paid on or before [expected completion date]; (11) of interest or financing charges incurred to temporarily finance the payment of any cost items described herein; and (12) of all other reasonable and necessary expenses not specified herein related to or incidental to the development, design, construction and acquisition of the Project, the financing thereof, and the placing of the Project in use and operation.

"Defeasance Obligations" means (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate

interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively or (5) securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof.

"Event of Default" means an Event of Default described in Section 12.1.

"Event of Nonappropriation" means an Event of Nonappropriation described in Section 3.3.

"Fiscal Year" means a period of 12 consecutive months commencing on the first day of July and ending on the last day of June, or any other consecutive 12-month period which may be established hereafter as the Fiscal Year of Lessee for budgeting and appropriation purposes.

"Indenture" means the Indenture of Trust dated as of [date], 2013 between the NRPC and the Trustee pursuant to which the Certificates will be issued.

"Interest Rate for Advances" means that average of the interest rate per annum announced by the two largest banks in the State, as their "prime rate" or their "base rate" in effect as of any date hereinafter specified.

"Lease" or "Agreement" shall mean this Lease-Purchase Agreement, including any amendments or supplements thereto.

"Lease Payments" or "Rent" shall mean, Base Rent and Additional Rent payable by Lessee in accordance with Article VI with respect to the Project.

"Lease Assignment" means the full and absolute assignment of the Lease by NRPC to the Trustee, including all rights to receive payment hereunder by Lessee as permitted in Section 4.2 hereof.

"Lease Term" shall mean the term of this Lease as provided in Section 3.2.

"NRPC" or "Lessor" shall mean the Nevada Real Property Corporation, a public not-for-profit corporation, of the State of Nevada.

"NRPC Administrative Costs" shall mean expenses of the NRPC (including reasonable reserves for such expenses) for allocable administration and general expenses of the NRPC, expenses for maintenance and repairs, insurance premiums, utility charges, legal, financial, architectural and engineering expenses, fees and expenses of fiduciaries under the Certificate Resolution, bond insurance, guaranty and/or letter of credit fees, interest and finance charges, and any other expenses or contingencies to be paid or provided for by the NRPC, all to the extent properly attributable to the Project and payable by the NRPC. NRPC Administrative Costs shall not include any Cost of Acquisition or any provision for depreciation, amortization or

similar charges or any expenses for maintenance and repairs, utility services or insurance to be paid for or provided by the State.

"Premises" shall mean the real property described in Exhibit A attached hereto and incorporated herein, all improvements thereon, and all appurtenances thereto, subject to the encumbrances described therein.

"Project" shall mean the leasehold interest in the Premises described in the Ground Lease and improvements thereon and all appurtenances thereto, subject to the encumbrances described in Exhibit A hereto.

"Project Fund" means the Project Account for the Project created in the Indenture and held by the Trustee from which the expenses of the Project will be paid.

"Trustee" means U.S. Bank National Association and any successor thereto.

ARTICLE II

EFFECTIVE DATE

SECTION 2.1 Effective Date. This Lease shall be effective as of the date stated above upon its execution.

ARTICLE III

LEASE OF PROJECT; TERM OF LEASE

SECTION 3.1 Lease of the Project. The NRPC hereby leases the Project to the State acting by and through NSHE and the State acting by and through NSHE hereby leases the Project from the NRPC upon the terms and conditions set forth herein.

SECTION 3.2 Term of Lease. This Lease shall be in full force and effect from the effective date hereof for a term expiring on the earlier of:

- (a) _____;
 - (b) the date this Lease is terminated under Section 4.3;
 - (c) the date this Lease is terminated by the Lessee as provided in Section 3.3;
 - (d) the date on which this Lease is terminated by Lessor under Section 12.2;
- or
- (e) the date the Lessee acquires the Project pursuant to Article 15 hereof.

"Lease Term" shall mean the period between the effective date hereof and the date on which this Lease terminates (the "Termination Date") as provided in the foregoing sentence.

SECTION 3.3 Termination Upon Nonappropriation.

(a) Upon enactment by the legislature of a legislative measure constituting a NSHE budget appropriation for a Fiscal Year, but in no event later than 15th of July of the Fiscal Year, NSHE shall certify to the Authorized Office of the Lessee that funds have or have not been appropriated for the Fiscal Year in a sufficient amount to prevent termination under paragraph (b). The Authorized Officer of the Lessee will advise the Trustee promptly and in no case later than the first day of August of each Fiscal Year whether funds have been appropriated for the Fiscal Year sufficient to prevent this Lease from terminating under paragraph (b).

(i) No determination of nonappropriation shall be made unless (A) there is a failure of the legislature to appropriate money to NSHE for Nevada State College in an amount at least equal to payments due pursuant to this Agreement or (B) the legislature by express terms of a statute provides that, of the funds appropriated to NSHE for Nevada State College, no amount or an insufficient amount is available for payments due pursuant to this Agreement.

(ii) The Lessee shall substantially follow the form attached hereto (Attachment A) in rendering the certification required herein.

(b) This Lease shall terminate as of the first day of October of any Fiscal Year for which funds have not been appropriated for the Lease Payments required under this Lease in an amount sufficient to pay Base Rent (taking into account any credits from capitalized interest as provided in Section 6.2(i) hereof) and reasonably anticipated Additional Rent due in that Fiscal Year. Upon the occurrence of such a termination, Lessee shall not be obligated to make Lease Payments hereunder with respect to the Fiscal Year for which such Termination occurs, but shall be obligated to make payments hereunder with respect to any period prior to the start of such Fiscal Year, to the extent sums have been appropriated for that purpose.

(c) If this Lease is terminated as a result of non-appropriation of funds for Lease Payments required hereunder (an "Event of Nonappropriation"), Lessee shall relinquish to Lessor all of Lessee's rights, title and interest in and to the Project. Lessee shall, at the option of Lessor, execute and deliver all such releases, instruments of conveyance or documents as may be necessary or appropriate to evidence and effectuate the aforesaid relinquishment and/or conveyance to Lessor. The provisions of this subsection (c) shall survive the termination, as aforesaid, of this Lease.

(d) As provided in NRS 353.550:

(i) All obligations of the State and any state agency are extinguished by the failure of the legislature to appropriate money for the ensuing Fiscal Year for payments due pursuant to this Agreement;

(ii) This Agreement does not encumber any property of the State or any state agency except for the Project that is leased under this Agreement;

(iii) Property of the State of Nevada and of any state agency, except for the Project that is leased under this Agreement, must not be forfeited if:

(1) The legislature fails to appropriate money for payments due pursuant to this Agreement; or

(2) The State of Nevada or any state agency breaches this Agreement;

(iv) For the 2013-2015 biennium in which this Agreement is executed, this Agreement does not require payments that are greater than the amount authorized for such payments pursuant to the applicable budget of the state agency.

ARTICLE IV

ACQUISITION, ASSIGNMENTS AND FINANCING

SECTION 4.1 Construction of Project; Assignment of Contracts. Pursuant to NRS 353.590, construction of the Project shall be conducted as specified in this Agreement.

(a) The Lessee, acting on behalf of Lessor, hereby agrees that it will make all contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be necessary, requisite or proper for the Project. The Chancellor is responsible for administering the construction on behalf of Lessee. The Lessee agrees to comply with all applicable law in connection with the making of contracts for the Project. The Lessee and the Lessor further agree, notwithstanding anything to the contrary contained in this Lease, the Indenture or the Ground Lease, that all Project Documents (as defined in the Indenture) and the plans and specifications for the Project shall be entered into, obtained, made or approved, as appropriate, by the Lessee. The Lessee hereby further agrees that title to the Project and all fixtures thereto and to all Equipment or other personal property acquired with moneys deposited in the Project Fund shall be held by the Lessor, subject to this Lease, the Ground Lease and the Indenture.

(b) The Project shall be constructed in accordance with the Project Documents, subject to reasonable change orders or any other reasonable changes approved by the Lessee. The Lessee may change the plans and specifications for the Project and may change the description of the Project in order to permit the Project to be completed with amounts available therefor in the Project Fund, so long as such changes do not cause the Project to be suitable only for purposes other than lawful governmental purposes of the Lessee. So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the Lessee shall have full power to carry out the acts and agreements provided in this Section, and such power is granted and conferred under this Lease to the Lessee, and is accepted by the Lessee and shall not be terminated or restricted by act of the Lessor, the Trustee or the Lessee, except as provided in this Section.

(c) The Lessee agrees to complete the Project, on behalf of the Lessor, through the application of moneys to be disbursed from the Project Fund pursuant to subsection (e) hereof and Section 3.04(c) of the Indenture by the Trustee upon the authorization by a requisition duly executed as provide in the Indenture. All property interests of the State in the improvements constructed or being constructed as part of the Project (including all work in

progress, materials, supplies and other personal property being incorporated or to be incorporated into the Project) shall be the property of Lessor, subject to the provisions of the Ground Lease. The Lessee agrees to complete the Project with all reasonable dispatch, but if for any reason the Project is not completed and in place by such respective dates there shall be no resulting liability on the part of the Lessee or the Lessor or Lease Event of Default hereunder, and there shall be no diminution in or postponement of Base Rent and Additional Rent required to be paid by the Lessee during the Lease Term. However, in the event that the Project shall not have been completed and in place (as evidenced by the Certificate provided for in subsection (f) hereof) by [expected completion date], the Trustee, acting on behalf of the Lessor, shall, upon thirty days written notice to the Lessee, be authorized, but not required, to complete such Project from any moneys remaining in the Project Fund.

(d) The Lessee has estimated that the sum initially deposited into the Project Fund from proceeds of the Certificates and income anticipated to be derived from the investment thereof will be sufficient to pay the Cost of Acquisition. In the event and to the extent that the amounts available therefor in the Project Fund shall be insufficient to pay the entire Cost of Acquisition, the Lessee will make such modifications to the plans, drawings and specifications for the Project as will permit such Project to be completed from the amounts available therefor in the Project Fund, unless either (i) Lessee deposits sufficient additional amounts into the Project Fund to pay all of such Cost of Acquisition or (ii) the Lessee and the Lessor, with the cooperation of the Trustee as provided in Section 2.10 of the Indenture, enter into an amendment to this Lease and a supplemental indenture providing for the sale of additional Certificates to pay all such Cost of Acquisition. Neither the Lessee nor the Lessor is obligated to utilize any of its own funds, or any funds other than the proceeds of Certificates provided in Section 4.3 hereof, to pay any part of the Cost of Acquisition. Lessee and Lessor agree that the any issuers of surety bonds for the Project shall be entitled to information with respect to the balances in the Project Fund available for Cost of Acquisition as and when requested.

(e) So long as no Event of Nonappropriation or Event of Default shall occur, and so long as the Lessee's right to control the Project has not otherwise been terminated pursuant to subsection (c) hereof, the Trustee shall, at the direction of the Lessee as provided in the Indenture, disburse moneys from the Project Fund in payment of the Cost of Acquisition. Such disbursements shall be made upon receipt by the Trustee of a requisition in the form provided in the Indenture. Under the Indenture, the Lessor has authorized and directed the Trustee to disburse moneys from the Project Fund to pay Cost of Acquisition as provided herein. The Lessee hereby consents and agrees to such disbursements by the Trustee. If an Event of Nonappropriation or an Event of Default shall occur prior to completion of the Project, the Project Fund may be utilized by the Trustee, acting on behalf of the Lessor, to complete the Project, as provided in subsection (g) hereof, or may be disbursed as provided in Articles IV and VII of the Indenture, as the Trustee may deem appropriate in the best interests of the owners of the Certificates. Any requisition for the acquisition of any item of equipment having a cost of \$25,000 or more, or any requisition or requisitions for the acquisition of two or more substantially identical items of equipment having a total aggregate cost of \$25,000 or more, shall be accompanied by financing statements executed on behalf of the Lessee, in form acceptable to the Trustee, and any other documentation reasonably requested by the Trustee in order to protect the interests of the owners of the Certificates. Such financing statements and other

documentation shall not be required for requisitions for the acquisition of items of equipment having a cost less than \$25,000.

(f) Upon the completion of the Project and the acceptance thereof by the Lessee, the State Treasurer on behalf of the Lessee or designee shall deliver to the Lessor and the Trustee a certificate in the form specified in the Indenture stating that, to the best of the Lessee's knowledge, based upon the representations of the contractors, architects, engineers, vendors or other consultants, and except for any amounts estimated by the Lessee to be necessary for payment of any Cost of Acquisition not then due and payable with respect to such Project, such Project has been completed and accepted by the Lessee and all Cost of Acquisition have been paid. Notwithstanding the foregoing, such certificate shall not, and shall state that it does not, prejudice any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall apply the balance of the amounts in the Project Fund (except for any amounts estimated by the Lessee to be necessary for payment of any Cost of Acquisition not then due and payable): (i) as a credit against the next principal installments of Base Rent payments coming due, (ii) to defease principal or interest payments of Base Rent coming due in the future designated by the Treasurer or his designee; or (iii) to any combination of such purposes, all as the Treasurer or designee directs.

(g) All Project Documents, including all of the State's rights and interests therein, are hereby assigned to the Trustee, which assignment shall become effective only upon a termination of the Lease by reason of the occurrence of an Event of Nonappropriation or an Event of Default, or upon the Trustee's assuming control over completion of such Project as provided in the last sentence of subsection (c) hereof, except that notwithstanding any of such events, the State shall have the right to use the exterior façade design represented in the Project Documents on future projects at its sole risk, utilizing a properly registered or licensed design professional. All parties with access to the Project Documents, including the State, NRPC and its assigns, acknowledge they are subject to Ch. 402, Statutes of Nevada, 2003 ("Ch. 402") relating to disclosure or viewing the contents of restricted documents. Each contract the State or any agency thereof enters into, with respect to the Project shall provide that, upon written notice by the Trustee to the other party or parties thereto that any of the events described in the preceding sentence has occurred, (i) such contract shall be fully and freely assumable by the Trustee without the consent of any other person and the Trustee may choose to assume or not assume such contract; and (ii) if the Trustee does so assume such contract, the other party or parties thereto shall perform the agreements contained therein for the Trustee. Each such contract shall also provide that, upon an Event of Nonappropriation or an Event of Default, and upon written notice from the Trustee, the Trustee may terminate such contract and the other party or parties thereto shall then be entitled to payment only from amounts available therefor in the Project Fund and only for work done or other consideration furnished prior to or in connection with such termination.

(h) In addition to the insurance required under Section 7.3 hereof, the State shall procure or shall require the builder or builders of the Project to procure and to maintain builder's "all risk" insurance insuring the Project against loss or damage from any insurable perils, including floods and earthquakes if available on reasonable terms. Such insurance shall be in the amount of the full replacement cost of the Project and shall include loss of use or loss of

rents and soft costs with reasonable limits approved by the State. All such insurance shall include NRPC as an additional named insured and shall contain a loss payable clause covering the interest of the Trustee. Prior to commencing construction of the Project, the Chancellor of NSHE or designee shall provide to the Treasurer and the Trustee a certificate stating that the builder has such insurance.

(i) On request, the Lessee shall furnish to the Trustee copies of any Project Documents, as soon after the commencement of the Lease Term as such Project Documents shall become available to the Lessee, subject however, to the requirements of Ch. 402. Neither the Project Documents nor any change or amendment thereto shall (i) cause the Project to be used for any purpose prohibited hereby or by the Constitution and laws of the State; (ii) result in a material reduction in the value of the Project (except as provided in subsections (b) and (d) of this section); (iii) adversely affect the ability of the Lessee to meet its obligations hereunder; or (iv) cause the Lessee to violate its covenants in Section 11.5 hereof.

(j) In the event of any default under any of the Project Contracts (as defined in the Indenture) or otherwise in connection with any portion of the Project, or in the event of a breach of warranty with respect to any materials, workmanship or performance or with respect to any part of the Project, which default or breach results in frustration of the purpose for which such portion of the Project was intended, the Lessee shall promptly proceed, if deemed appropriate in the reasonable judgment of the Lessee's officials charged with the authority to direct the institution of any suit, action or proceeding, either separately or in conjunction with others, to pursue diligently its remedies, including any remedy against the surety of any bond securing the performance of any Project Contract. Lessor agrees to cooperate with Lessee in any way reasonably requested by Lessee in any such action or proceeding. The net proceeds of any amount recovered by way of damages, defects, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorneys' fees and costs), and after reimbursement to the Lessee of any amounts theretofore paid by the Lessee and not previously reimbursed to the Lessee for correcting or remedying the default or breach of warranty which gave rise to the proceedings, shall be paid to the Trustee, for deposit into the Project Fund if received before the Completion Date, or if received thereafter, to be applied, at the option of the Lessee as long as an Event of Nonappropriation or Event of Default has occurred: (i) to making improvements to the Project, including correcting the condition which resulted the recovery or (ii) to payment of the next Base Rent Payments coming due. If an Event of Nonappropriation or an Event of Default has occurred before the receipt of such net proceeds, the Trustee, acting on behalf of the Lessor, may use such proceeds to improve the Project or to make a disbursement as provided in Articles IV and VII of the Indenture, as the Trustee may deem appropriate in the best interests of the owners of the Certificates.

SECTION 4.2 Assignments.

(a) Subject only to (i) the prior written consent of the Trustee, if any, and if none, of the Lessor (ii) receipt of written confirmation that the then outstanding ratings of the Certificates will not be adversely affected thereby, and (iii) Lessee's delivery of an opinion of nationally recognized bond counsel that such assignment, transfer, or other disposition will not adversely affect the excludability from gross income for federal income tax purposes of the

interest component of Base Rent payments and of the interest with respect to the Certificates, Lessee may assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease, or the Project, or any interest in this Lease or the Project, inclusive of Lessee's options to purchase granted in Article XV, above. In addition, provided it does not violate Section 11.5 hereof, Lessee may sublease the Project or permit it to be operated by anyone other than Lessee, Lessee's employees or persons authorized by Lessee in connection with Lessee's operation and maintenance for the Project provided that Lessee continues to be responsible for Lease Payments and all expenses of assignment or subletting.

(b) Lessor shall assign, without recourse, all of its rights, title and interests and responsibilities and obligations in and to this Lease, the Project and any documents executed with respect to this Lease to the Trustee, pursuant to the Indenture. Upon such an assignment by NRPC, NRPC shall have no further obligations under the Lease. Those assigned rights, title and interest of Lessor may be further assigned, and the assignees may grant or assign a security interest in this Lease and the Project, in whole or in part. Any such assignee shall have all of the rights and obligations of Lessor which are transferred under this Lease. Upon such assignment, Lessor or its assignee will cause written notice of the assignment to be sent to Lessee and no further action will be required by Lessor or its assignee or by Lessee to evidence the assignment, but Lessee will acknowledge such assignment in writing if so requested. Trustee, as assignee, is a beneficiary of all representations and warranties made by the State in this Lease and in the Ground Lease.

(c) Lessee acknowledges that Lessor will assign to Trustee, Lessor's rights, title and interest under this Lease. Such an assignment will be made in order to facilitate the issuance of the Certificates, and Lessee agrees to reasonably cooperate with Lessor in any such Certificate offering. Lessee will make such disclosures as are necessary to comply with Rule 15c2-12 of the Securities Exchange Commission of the United States, and sign a certificate evidencing such an agreement.

(d) Subject to the preceding subsections, this Lease inures to the benefit of and is binding upon the successors or assigns of the parties to this Lease.

SECTION 4.3 Financing the Cost of Acquisition. The NRPC agrees to use its best efforts to have the Certificates promptly issued. In the event the Certificates are not issued by [December 1, 2014] for any reason, the NRPC shall promptly transfer all of its interest in the Project to the State, and this Agreement will terminate. All proceeds received from the sale of the Certificates shall be deposited into the Project Fund, held by the Trustee and used for payment of the Cost of Acquisition. Interest earned on proceeds of the Certificates shall be applied in the circumstances described in the Indenture to the Cost of Acquisition, or if it is not needed for that purpose, provided in the last sentence of Section 4.1(f) hereof.

ARTICLE V

USE OF PROJECT

SECTION 5.1 Use of Project. The Project may be used by NSHE or for any other permitted public uses as may be lawful and in the best interests of NSHE and the State.

The NRPC agrees that NSHE may enter into such agreements as may be reasonable and appropriate with private persons or companies for the purpose of operating the Project provided such agreements do not adversely affect the exclusion of interest on the Certificates of Participation from gross income for purposes of federal income taxation or subject the Project to ad valorem property taxes.

ARTICLE VI

RENT

SECTION 6.1 Payment of Rent. In consideration of the lease of the Project, the Lessee shall pay Rent computed as follows:

(a) As Base Rent, without any set-off or deduction whatsoever the amounts shown in the "Total Base Rent" column of Exhibit B, on the date those amounts are due. Such payments shall be made by wire transfer directly to the Trustee, as assignee of Lessor's rights to receive Base Rental payments.

(b) As Additional Rent, the amounts due hereunder in addition to Base Rent. In addition to third parties to whom additional rent is paid, NRPC shall be entitled to receive Additional Rent for its reasonable NRPC Administrative Costs attributable to the Project as they become due and are paid by NRPC, as approved by the Chancellor of NSHE with notice to the State Treasurer, provided that the legislature has budgeted sufficient funds to pay those expenses or legally available funds are otherwise provided by NSHE to the State. The NRPC will provide to the State and NSHE an estimate of its NRPC Administrative Costs for each biennium commencing on July 1 of each odd numbered year not later than June 15 of the calendar year preceding the calendar year in which each biennium commences.

Any installment of Rent which is not paid by Lessee on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum attributable to any of the Installments of Base Rent as shown in Exhibit B hereto; time being of the absolute essence of this obligation.

SECTION 6.2 Credits against Base Rent. There shall be credited against the amount of Base Rent otherwise payable hereunder amounts equal to (i) that portion of the proceeds of the sale of any Certificates that is to be applied to capitalized interest as provided in Exhibit B and in the definition of "Cost of Acquisition"; (ii) any earnings or the proceeds of the Certificates that are applied to payment of Base Rent as provided in the Indenture; (iii) any moneys paid as Base Rent as provide in Section 4.1(f)(i) hereof or Section 10.1 hereof; and (iv) any moneys otherwise deposited with the Trustee, invested in Defeasance Obligations that mature on or before one or more Base Rent Payment Dates and directed by the Authorized Officer to be applied toward designated amounts of Base Rent (not to exceed the amount available as a result of the maturity of such securities) on those designated Base Rent payment dates. Twenty-five (25) days prior to the date on which any payment of Base Rent is due, the Trustee shall notify the Authorized Officer as to the exact amounts which will be applied in reduction of Base Rent due on such date. If further amounts applicable in reduction of Base Rent accrue during such 25 day period, such amounts shall be applied as a reduction of the next

succeeding payment of Base Rent or, if such date is the final payment date, then such accrued amounts shall be applied as a reduction of the final payment of Base Rent. Base Rent is also subject to prepayment in whole or in part by the State if it provides money or Defeasance Obligations to the Trustee sufficient to prepay or defease designated amounts of designated maturities of the Certificates in the time and manner provided in the Indenture together with instructions designating the amounts and maturities to be so prepaid or defeased and specifying the prepayment date or dates, if any, and in such an event, the Base Rent due after such a defeasance or prepayment (which shall consist of an amounts sufficient to timely pay all principal and interest due with respect to the remaining Outstanding (as defined in the Indenture) Certificates) shall be recalculated by the Trustee and an amended Exhibit B shall be provided by Trustee to attach hereto. In addition, in the event of the issuance of Additional Certificates as provided in Section 2.10 of the Indenture, Base Rent due shall be recalculated by the Trustee and an amended Exhibit B shall be provided by Trustee to attach hereto.

SECTION 6.3 Best Efforts to obtain Appropriation. The State Treasurer and NSHE shall use their reasonable best efforts to include sufficient funds to include in the State's budget for that biennium all Lease Payments due in each biennium.

ARTICLE VII

OPERATION AND MAINTENANCE OF THE PROJECT

SECTION 7.1 Operation, Repairs, and Maintenance. NSHE shall, throughout the term of this Lease, at the NSHE's cost and expense, keep and maintain the Project and all equipment, fixtures, additions and improvements thereof in good order and condition and shall make all ordinary and necessary repairs, renewals, and replacements with respect to the Project.

SECTION 7.2 Taxes and Utilities. NSHE shall timely pay all taxes, assessments, costs, expenses, charges for water, electricity, lights, heat, power, sewage, telephone, and other utility services, rendered or supplied upon or in connection with the Project during the term of this Lease.

SECTION 7.3 Insurance.

(a) NSHE shall provide the following insurance for the Project and shall include NRPC in its property and liability insurance programs at all times during the Lease Term:

(i) The Project shall be insured under property insurance policy at 100% of replacement cost (to the extent such insurance is reasonably available) or included in a self-insurance program with similar protections;

(ii) NSHE shall also maintain liability insurance for the Project (to the extent such insurance is reasonably available) or include the Project in a self-insurance program for liability risks;

(b) Insurance policies shall be procured from companies authorized to do business in the State of Nevada and which have an A.M. Best rating of A- VII or better. NSHE shall include NRPC as a named insured on its liability insurance policy and include NRPC and the Trustee as Additional Insureds as their interest may appear, on its property insurance policy or protect the interests of NRPC and the Trustee to a similar extent through its self-insurance program.

(c) The NRPC and NSHE hereby release each other from any and all liability or responsibility to the other as to any person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described insurance coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.

(d) NSHE shall, by August 1 of each year, certify to the Trustee that it has in effect the insurance coverage described above for the period described in such certificate. If the coverage applies for a period shorter than 12 months, a new certificate indicating that the State has the insurance coverage described above shall be provided in the last month covered by the prior certificate.

SECTION 7.4 Payments by Lessor. If Lessee fails to pay operation, repair or maintenance expenses or taxes, assessments and other charges as required by Sections 7.1 and 7.2, or to pay insurance premiums or to maintain insurance as required by Section 7.3, Lessor, or Trustee, may (but shall not be obligated to), upon 10 days, advance written notice to Lessee, advance and apply moneys to pay any such required charges or items. Any moneys so advanced shall be payable by Lessee as Additional Rent on written demand therefor and shall bear interest from the date of advancement at the Interest Rate for Advances.

ARTICLE VIII

INDEMNITY

SECTION 8.1 Indemnification. The State and NSHE each hereby agrees to defend, protect, hold harmless and indemnify the NRPC and its agents, employees, representatives, successors, and assigns (including the Trustee), against all demands, claims, liabilities, causes of action or judgments, and all loss, expense and damage of any and every sort and kind, including, but not limited to, costs of investigations and attorneys' fees and other costs of defense, for:

(a) injury to person or property occurring in, upon or about the Project or any adjacent or related real property or improvements owned, occupied or controlled by the State, NSHE or any of its agencies, departments, bureaus or other state governmental entities;

(b) injury to person or property arising out of the use or occupancy of the Project or relating in any manner to operations conducted thereon;

(c) any other premises liability relating to the Project including, without limitation, any environmental liabilities;

(d) any loss to person or property to the extent of its self-insurance, if any;
and

(e) all liability whatsoever arising out of any public or governmental activities of the State of any kind or nature whatsoever.

The State's and NSHE's obligation to indemnify the NRPC shall be subject to the limitations set forth in NRS Chapter 41 and this Section 8.1 specifically does not waive the State's or NSHE's limited liability.

ARTICLE IX

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

SECTION 9.1 Alterations, Additions, and Improvements. The State and NSHE shall have the right, at any time and from time to time during the term of this Lease, at the State's or NSHE's cost and expense, to make such repairs, replacements, alterations, additions, expansions and improvements, structural or otherwise, to the Project and the furniture, fixtures and equipment thereof, as the State or NSHE shall deem necessary or desirable in connection with its use of the Project. All such repairs, replacements, alterations, additions and improvements shall be of such character as to not materially reduce or otherwise materially adversely affect the value of the Project or the rental value thereof and all the costs thereof shall be promptly paid or discharged so that the Project shall at all times be free of liens or claims for labor and materials supplied thereto. All repairs, replacements, alterations, additions, fixtures and permanent improvement to the Project shall be and become a part of the Project and subject to this Agreement.

ARTICLE X

DAMAGE, DESTRUCTION, AND CONDEMNATION

SECTION 10.1 Damage, Destruction, or Condemnation. In the event of damage, destruction, or condemnation of the Project, or any part thereof, the net proceeds of any insurance or condemnation awards with respect to the Project and, to the extent necessary, the proceeds of any additional Certificates of Participation which are issued pursuant to an agreement of the parties hereto, shall be used and applied to repair, restore, rebuild, or replace the Project. In case of any damage to or destruction of the Project or any part thereof, Lessee will promptly give or cause to be given written notice thereof to Lessor generally describing the nature and extent of such damage or destruction. There shall be no abatement or diminution of Base Rent and Lessee shall, whether or not the net proceeds of insurance, if any, received on account of such damage or destruction shall be sufficient for such purpose, promptly commence and complete, or cause to be commenced and completed within ____ days of receipt of such net proceeds, the repair or restoration of the Project as nearly as practicable to the value and condition thereof existing immediately prior to such damage or destruction, with such changes or alterations, however, as Lessee may deem necessary for proper operation of the Project. The net proceeds of any insurance, self insurance program payments or condemnation available (the "Net

Proceeds") shall be held by Trustee. If an Event of Nonappropriation or Event of Default has not occurred Net Proceeds shall applied to the costs of such repair or restoration of the Project as such costs are incurred by Lessee, except that Net Proceeds of any lost income or lost rental insurance policies (or such components of insurance policies) shall be applied to payment of Base Rent.

In the event of total destruction or condemnation of the Project, so long as an Event of Nonappropriation or Event of Default has not occurred, Lessor and Lessee shall apply Net Proceeds and any other moneys available for the purpose, to the acquisition and installation of replacement facilities to constitute the Project, unless Lessee exercises its option to purchase the Project pursuant to Article 15.

If an Event of Nonappropriation or an Event of Default has occurred before the receipt of Net Proceeds, the Trustee, acting on behalf of the Lessor, may use such proceeds to improve the Project or to make a disbursement as provided in Articles IV and VII of the Indenture, as the Trustee may deem appropriate in the best interests of the Owners (as defined in the Indenture) of the Certificates.

SECTION 10.2 Eminent Domain. Lessee hereby covenants and agrees that to the extent it may lawfully do so, during the Lease Term, Lessee will not exercise the power of condemnation with respect to the Project. Lessee further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if Lessee should fail or refuse to abide by such covenant and condemns the Project, the appraised value of the Project shall not be less than the amount necessary to defease the then outstanding Certificates in accordance with Section 15.3.

ARTICLE XI

PARTICULAR COVENANTS

SECTION 11.1 Compliance with Laws and Regulations. The State or NSHE shall, at its own cost and expense, promptly comply with, or cause to be complied with, all laws and ordinances, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the State, NSHE, the Project or the use or manner of use of the Project. The State and NSHE shall also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Project.

SECTION 11.2 Covenant Against Waste. The State and NSHE covenant not to do or suffer or permit to exist any hazardous materials, contamination, waste, damage, disfigurement or injury to, or public or private nuisance, in or upon the Project and agrees to pay all costs, changes, penalties or any other expense reasonably incurred or to be incurred to remove, restore or reclaim the Project or premises thereof.

SECTION 11.3 Right of Inspection. The State and NSHE covenant and agree to permit the NRPC and its authorized agents and representatives to enter the Project at

reasonable times during usual business hours for the purpose of inspecting the same, subject to reasonable security requirements and procedures of the State, including Ch. 402.

SECTION 11.4 Condition of Project. The NRPC makes no representation or warranty regarding the condition of the Project or land underlying or adjacent thereto and the NRPC shall not be liable for any latent or patent defects in the Project. The NRPC agrees, however, to cooperate in enforcing any claims or warranties arising thereunder for the benefit of the State.

SECTION 11.5 Tax Covenants.

(a) Lessee covenants for the benefit of the Lessor and the holders of any Certificates, that it will not take any action or omit to take any action with respect to this Lease, the proceeds of any such Certificates, any other funds of Lessee or the Project if such action or omission (i) would cause the interest component of Base Rent to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code or (ii) would cause the interest component of Base Rent to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full of Base Rent or the termination of this Lease until the date on which all obligations of Lessee in fulfilling the above covenant under the Code have been met; provided that this covenant does not prohibit Lessee from determining to discontinue making appropriations to pay amounts due hereunder as provided in Section 3.3, and does not apply to any actions or inactions with respect to any periods of time after this Lease is terminated pursuant to Section 3.3.

(b) Lessee covenants and agrees to execute and deliver a tax certificate concurrently with the execution and delivery of any Certificates in form and substance reasonably satisfactory to permit bond counsel to opine that the interest component of Base Rent is excluded from gross income for federal income tax purposes.

SECTION 11.6 Covenant of Quiet Enjoyment. NRPC covenants that it has full right, power and authority to enter into this Lease and that, so long as the State shall pay the Rent and shall duly observe all of its covenants and agreements in this Lease, the State shall have, hold, and enjoy, during the Lease Term, peaceful, quiet, and undisputed possession of the Project.

SECTION 11.7 Covenant Not to Encumber Project. Neither Lessor nor Lessee shall encumber the Project in any manner except for

(a) Permitted encumbrances (as defined below); and

(b) Encumbrances for the benefit of the Trustee and Certificate owners contemplated in the Indenture.

ARTICLE XII

DEFAULT

SECTION 12.1 Events of Default.

(a) The following shall be events of default under this Lease:

(i) Failure by the State to pay Base Rent as the same shall become due for any reason other than an Event of Nonappropriation, or

(ii) Lessee's failure to make any other or any other payment pursuant to this Lease when due for any reason other than an Event of Nonappropriation, and the continuing failure to make such payment for a period of sixty (60) Business Days following receipt of notice of failure to make payment; or

(iii) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease, and the failure is not cured within 60 days after written notice of the failure to Lessee, provided that if Lessee proceeds to take curative action that, if begun and prosecuted with due diligence, cannot be reasonably completed within the 60 day period, that period may be extended to any extent necessary to enable Lessee to complete the curative action diligently; or

(iv) a receiver, liquidator or trustee shall be appointed for Lessee; or Lessee shall be adjudicated as bankrupt or insolvent; or any petition for bankruptcy or arrangement pursuant to the federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Lessee.

(b) Notwithstanding the foregoing, if, by reason of Force Majeure (as defined below), Lessee is unable to perform or observe any agreement, term or condition of this Lease, other than any obligation to make the Lease Payments required under this Lease, Lessee shall not be deemed in default during the continuance of such inability. However, Lessee shall use its best efforts to remove or diminish the effects thereof, provided that the settlement of strikes or other labor disturbances shall be entirely within the discretion of the Lessee. For the purpose of this subsection, the term "Force Majeure" means, without limitation, the following:

(i) acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or any civil or military authority, other than the State (with respect to Lessee only); insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any other cause, circumstance or event not reasonably within the control of Lessee, as the case may be.

SECTION 12.2 Remedies.

(a) Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies; provided, however, that there shall be no right under any circumstances to accelerate the maturities of Base Rent payments or to otherwise declare any Base Rent not then past due or in default to be immediately due and payable:

(i) By written notice to Lessee, request Lessee to (and Lessee agrees that it will) promptly return possession of the Project to Lessor, and/or, at Lessor's option, Lessor may enter upon the Project and take immediate possession thereof, provided, however, Lessee shall be entitled to ten (10) days to vacate the Project premises and conduct its affairs during such time without interference by Lessor;

(ii) Terminate this Lease and the option to purchase granted hereunder and sublease or sell its rights to the Project (subject to the Ground Lease).

(iii) Sublease the Project for the account of Lessee, holding Lessee liable for all applicable Lease Payments and other payments due during the Lease Term to the effective date of such subleasing and for the difference between the rental and other amounts paid by the sublessee pursuant to such sublease and the amounts payable during the then current Lease Term by Lessee under this Lease; or

(iv) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law, to enforce the terms of this Lease, or to recover damages for the breach of this Lease or to rescind this Lease as to the Project.

(b) Lessee will remain liable for all covenants and obligations under this Lease, and for all legal fees and other costs and expenses to the extent permitted by law, including court costs awarded by a court of competent jurisdiction upon final adjudication, incurred by Lessor with respect to the enforcement of any of the remedies under this Lease, which liability shall survive any termination of this Lease.

(c) No remedy conferred or reserved to Lessor by this Lease is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair or be construed to be a waiver of any such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Lease, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Lease.

(d) If an Event of Default occurs and Lessor incurs expenses, including attorneys' fees and expenses, in connection with the enforcement of or the collection of amounts due under this Lease, Lessee shall reimburse Lessor for the expenses so incurred upon demand, together with interest thereon from the date of demand for payment at the Interest Rate for Advances.

(e) No failure by Lessor to insist upon strict performance by Lessee of any provision of this Lease shall constitute a waiver of Lessor's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by Lessee to observe or comply with any provision of this Lease.

ARTICLE XIII

SURRENDER OF PROJECT

SECTION 13.1 Surrender of Project. In the event that the State fails to appropriate funds to pay Rent due hereunder or this Lease is otherwise terminated due to an Event of Default or Event of Nonappropriation, the State shall immediately quit and surrender the Project to the NRPC in good condition, ordinary wear and tear excepted.

ARTICLE XIV

LIMITATION ON OBLIGATIONS

SECTION 14.1 Obligations of the NRPC and the State Limited to Certain Resources. Notwithstanding any other provisions of this Lease, no obligation assumed by or imposed upon the NRPC by this Lease shall require the performance of any act by the NRPC except to the extent, if any, that the cost and expense of such performance may be paid from the proceeds of the Certificates of Participation or from other funds legally available to the NRPC to meet the cost and expense of such performance.

No obligation assumed by or imposed upon the State by this Lease shall require the performance of any act by the State, including, but not limited to, the payment of Rent, except to the extent that funds may be available for such performance or payment from State appropriations or other funds legally available therefore. This Lease shall not be construed as obligating the Legislature of the State of Nevada to make future appropriations for the payment of Rent or the performance of any other obligations under this Lease. In the event that appropriated funds are not legally available for payment of Rent or other obligations hereunder, then this Lease shall be terminated. The liability of the State for payment of Rent as it becomes due shall be in consideration of the right of the State, whether or not exercised, to occupy and/or use the Project.

ARTICLE XV

RIGHT TO PURCHASE

SECTION 15.1 Right to Purchase. At any time following the Effective Date stated in Section 2.1, if there is not then existing an Event of Default which would not be cured or remedied by the payments provided for in this Section, Lessee, upon five (5) days' prior written notice to the Lessor and Trustee, has the right to purchase the Project on any date by paying to Trustee the amount necessary to defease Base Rent due under this Lease pursuant to Section 15.3. Thereafter, upon payment of that purchase price, Lessor and Trustee shall convey

all their right, title and interest in the Project to Lessee, in accordance with Section 15.2. If Lessee has paid all of Base Rent hereunder listed on Exhibit B and all Additional Rent due, and this Lease terminates pursuant to Section 3.2(a) hereof, Lessee shall be deemed to have exercised its option to purchase the Project unless it otherwise notifies Lessor and Trustee in writing.

SECTION 15.2 Transfer of Title.

(a) Upon Lessee's exercise of the purchase option granted in Section 15.1, the Project shall become the property of Lessee unencumbered by this Lease and all of Lessor's right, title and interest in the Project shall pass to Lessee or at its direction, to its designee. In such case, Lessor and its assignee, if any, or both, as the case may be, agree to execute such instruments and do such things as Lessee's reasonably requests, all at the expense of Lessee, in order to effectuate transfer of any and all of Lessor's right, title and interest in the Project to Lessee or its designee. Unless otherwise directed in writing by Lessee, title shall be vested in "the Nevada System of Higher Education."

(b) Upon any transfer of title hereunder the transferor's interest in the Project shall be conveyed free and clear of all liens, encumbrances, covenants, conditions, restrictions, easements, and rights-of-way of record, leases or other tenancy agreements and other matters of record, except (i) the lien with respect to current taxes, not yet delinquent, (ii) those portions of current assessments not yet due and payable, (iii) anything of record or not of record that in any way affects title to the Project resulting from acts or omissions of Lessee or consented to by Lessee, (iv) any liens and encumbrances now existing listed on Exhibit A, or placed on the Project during the Lease Term by Lessee and Lessor jointly or otherwise expressly allowed by Lessor and Lessee in writing, (v) easements and rights of way granted by the State pursuant to paragraph 5 of the Ground Lease, and (vi) any defects in title, covenants, conditions, restrictions, easements, rights-of-way of record listed in Exhibit A hereto (the items described in clauses (i), (ii), (iv), (v) and (vi) above are herein "Permitted Encumbrances").

SECTION 15.3 Defeasance.

(a) All Base Rent will be deemed to be paid when:

(i) money or Defeasance Obligations or a combination thereof which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient moneys to pay when due the principal and interest on and any other payments (including redemption premiums) in connection with all then outstanding Certificates to the final maturity date thereof or to a date on which such Certificates have been called for prior redemption is irrevocably deposited in trust with a commercial bank with trust powers and irrevocably set aside exclusively to make such payments, and

(ii) all reasonable, necessary and proper fees, compensation and expenses of Trustee pertaining to the Lease and Trustee's duties in connection therewith and with the Certificates are paid or provided for to the satisfaction of Trustee.

(b) When all Base Rent is deemed paid, as provided above, and Trustee has received the written legal opinion of nationally recognized bond counsel to the effect that the deposit of money or Defeasance Obligations in trust will not cause the interest components of

Base Rent, thereafter payable from those sources, to be subject to federal income tax under the Code, Lessor (and any Certificate holder) will be entitled to payment of that Base Rent solely from that money or the proceeds of those Defeasance Obligations and the right, title and interest of Lessor and Trustee under this Lease as to the Project shall then cease, terminate and become void, and Lessee, or its designee shall succeed to all right, title and interest in the Project, subject however, to any requirements which shall survive any such termination. The Lessor shall then execute such instruments and undertake all such acts, all at the expense of Lessee including, without limitation, recording fees, transfer taxes if applicable, and reasonable attorneys' fees to evidence transfer of all remaining title interest in the Project to Lessee or Lessee's designee.

ARTICLE XVI

MISCELLANEOUS

SECTION 16.1 Pledge of Rent, Approval of Indenture. It is expressly understood and agreed by the parties hereto that the NRPC will pledge and assign Base Rent and its rights and interest under this Lease to the Trustee under the Indenture. The form of the Indenture has been provided to Lessee and Lessee hereby approves the Indenture and agrees to the provisions therein that apply to the State.

SECTION 16.2 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the second business day following the day on which the same are mailed by electronic mail or certified mail, postage prepaid, addressed as follows:

(a) If to the State, to each of the following:

(i) to the State Treasurer, 101 N. Carson, #4, Carson City, Nevada
89701

(ii) to NSHE, 2601 Enterprise Road, Reno, NV 89512, Attention:
Vice Chancellor for Finance and Administration;

(iii) to State Lands, to the attention of the Administrator, 901 S. Stewart
Street, Suite 5003, Carson City, Nevada 89701-5246;

(b) If to the NRPC, to the attention of President, Nevada Real Property
Corporation, 101 N. Carson, #4, Carson City, Nevada 89701.

The State, NSHE or the NRPC may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notice may be also given by personal delivery of a written notice if to the State by serving the written notice upon the Treasurer and the Administrator, or to NSHE by serving written notice upon the Chancellor or if to the NRPC by serving the written notice upon its President.

SECTION 16.3 Severability. In case any one or more of the provisions of this Lease shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not

affect any other provisions of this Lease, but this Lease shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 16.4 Attorney Fees. In the event either party to this Agreement is required to initiate or defend litigation with respect to the terms hereof or to enforce any of its rights hereunder, the prevailing party in such litigation shall be entitled to reasonable attorney's fees incurred in such litigation, including all discovery costs and costs of expert witnesses, together with all reasonable litigation expenses.

SECTION 16.5 Headings. The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Lease.

SECTION 16.6 Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16.7 Amendments. The NRPC and the State shall not, without the written consent of the Trustee as provided in the Indenture and the written consent of NSHE, consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with this Lease which will reduce the payments required to be made by the State hereunder or which will in any manner materially impair or adversely affect the rights of the NRPC hereunder, and any action by the NRPC or the State in violation of this covenant shall be null and void as to the NRPC and the State.

SECTION 16.8 Governing Law. This Lease and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Lease and to exclusive venue in the Nevada state district court in Carson City. The parties waive any immunity from suit based on this Lease they otherwise may have in any lawsuit brought in Nevada district court in Carson City.

IN WITNESS WHEREOF, the parties hereunto have caused this Lease to be executed as of the day and year first hereinabove set forth.

NEVADA REAL PROPERTY CORPORATION

By: _____
Kate Marshall, President

STATE OF NEVADA:

By: _____
Kate Marshall, Treasurer

Approved and Accepted by the NEVADA
SYSTEM OF HIGHER EDUCATION

By: _____
Daniel J. Klaich, Chancellor

Executed by the Governor of the State of Nevada

Brian Sandoval, Governor

STATE OF NEVADA)
) ss.
_____)

This instrument was acknowledged before me on _____ by Kate Marshall, as President of the Nevada Real Property Corporation.

(SEAL)

Notary Public

STATE OF NEVADA)
) ss.
_____)

This instrument was acknowledged before me on _____ by Kate Marshall, as
State Treasurer.

(SEAL)

Notary Public

STATE OF NEVADA)
) ss.
_____)

This instrument was acknowledged before me on _____ by Daniel J. Klaich, as
Chancellor of the Nevada System of Higher Education.

(SEAL)

Notary Public

STATE OF NEVADA)
) ss.
_____)

This instrument was acknowledged before me on _____ by Brian Sandoval as Governor of the State of Nevada.

(SEAL)

Notary Public

EXHIBIT A

A PORTION OF ASSESSOR'S PARCEL NO.

Title Exceptions:

1. The herein described property is tax exempt.
2. The lien, if any, of supplemental taxes, assessed pursuant to provisions adopted by the Nevada Legislature, and as disclosed by the Nevada Revised Statutes.
3. Any additional liens which may be levied by reason of said premises being within the boundaries of _____.
4. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the subdivision map referenced in the legal description contained herein.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

5. Subject to any matters that may be determined by an accurate ALTA/ASCM Survey that are not disclosed by the public records.
6. A Uniform Commercial Code Financing Statement, securing the terms and conditions contained therein,
Debtor:
Secured Party:
Recorded:

: As Document No.
: Official Records of _____, Nevada.

7. An Indenture of Trust upon the covenant, conditions and provisions contained therein,

Dated: [DATE], 2013
Lessor: NEVADA REAL PROPERTY CORPORATION, A NONPROFIT CORPORATION
Lessee: U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION
Recorded: TO BE DETERMINED
: as Document No. TO BE DETERMINED,
: Official Records of Clark County, Nevada.

8. A Lease affecting the premises described herein, executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided,

Dated: TO BE DETERMINED
Lessor: NEVADA SYSTEM OF HIGHER EDUCATION
Lessee: NEVADA REAL PROPERTY CORPORATION
Term: AS THEREIN PROVIDED
Recorded: TO BE DETERMINED
: as Document No. TO BE DETERMINED
: Official Records of Clark County, Nevada.

9. a Lease-Purchase Agreement affecting the premises described herein, executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided,

Dated: TO BE DETERMINED
Lessor: NEVADA REAL PROPERTY CORPORATION
Lessee: STATE OF NEVADA ACTING BY AND THROUGH THE
NEVADA SYSTEM OF HIGHER EDUCATION
Term: AS THEREIN PROVIDED
Recorded: TO BE DETERMINED
: as Document No. TO BE DETERMINED
: Official Records of Clark County, Nevada.

EXHIBIT B

(Attach Schedule of Base Rentals)

<u>Payment Due Date</u>	<u>Interest Rate</u>	<u>Principal Due</u>	<u>Interest Due</u>	<u>Total Due</u>	<u>Capitalized Interest Estimated Offset</u>	<u>Net Estimated Due</u>
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ATTACHMENT A
[On Nevada System for Higher Education letterhead]

Date:

To: The Authorized Officer of the Lessee

From: NSHIE

Subject: Certification that sufficient funds have/have not been appropriated for Fiscal Year _____ for Lease Revenue, Certificates of Participation, (Nevada State College Project), Series 2013C ("the Project")

Pursuant to subsection 3.3(a) of the Lease Purchase Agreement ("LPA") relating to the Project, the undersigned hereby certifies as follows (check one):

That funds have been appropriated for Fiscal Year _____ in a **sufficient** amount to prevent termination of the Lease Purchase Agreement ("LPA") pursuant to paragraph b of subsection 3.3 thereof.

That funds have **not** been appropriated for Fiscal Year _____ in a **sufficient** amount to prevent termination of the Lease Purchase Agreement ("LPA") pursuant to paragraph b of subsection 3.3 thereof. Check, as applicable:

_____ the Legislature did not appropriate money to NSHE for Nevada State College in an amount at least equal to payments due pursuant to this Agreement

_____ the legislature, by express terms of a statute, provided that, of the funds appropriated to NSHE for Nevada State College, no amount or an insufficient amount shall be available for payments due pursuant to this Agreement.

Nevada System of Higher Education

Dated: _____

By: _____

Chancellor or Chancellor's Designee

If Designee, title:

APN:

When Recorded, Return To:

INDENTURE OF TRUST

between

NEVADA REAL PROPERTY CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of [date], 2013

Lease Revenue Certificates of Participation
(Nevada State College Project), Series 2013C

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THIS INDENTURE OF TRUST (this "Indenture") is dated as of [date], 2013, and is entered into between the **NEVADA REAL PROPERTY CORPORATION**, a nonprofit corporation duly organized and validly existing under the laws of the State of Nevada, as grantor (the "Corporation"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Corporation (a) is a nonprofit corporation that is duly organized, validly existing and in good standing under the laws of the State of Nevada (the "State"), (b) is duly qualified to do business in the State and (c) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to grant the Trust Estate (defined herein) to the Trustee and to execute, deliver and perform its obligations under this Indenture; and

WHEREAS, the Trustee (a) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States of America and (b) is authorized, under its articles of incorporation, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to accept the grant of the Trust Estate (defined herein) from the Corporation hereunder and to execute, deliver and perform its obligations under this Indenture;

WHEREAS, the Corporation, as lessor, and the State, acting by and through the Nevada System of Higher Education ("NSHE"), as lessee, have entered into a Lease Purchase Agreement dated as of [date], 2013 (the "Financing Lease") pursuant to which the Corporation has leased certain property (as defined herein, the "Leased Property") to the State by and through NSHE and the State by and through NSHE has agreed to pay Base Rent and Additional Rent (as defined in the Financing Lease), subject, in each case, to the terms of the Financing Lease; and

WHEREAS, the site of the Leased Property (the "Land"), will be leased to the Corporation pursuant to the Ground Lease dated as of [date], 2013 (the "Ground Lease") between the Corporation and NSHE, and thereafter subleased to the State by and through NSHE by the Corporation under the Financing Lease; and

WHEREAS, in order to finance the 2013 Project (defined herein) the Trustee shall authenticate and deliver "Lease Revenue Certificates of Participation (Nevada State College Project), Series 2013C" (the "2013 Certificates"); and

WHEREAS, the Certificates shall evidence undivided interests in the right to receive Lease Revenues (defined herein), shall be payable solely from the Trust Estate (defined herein), and no provision of the Certificates, this Indenture, the Financing Lease or the Ground Lease shall be construed or interpreted (a) to directly or indirectly obligate the State to make any payment in any Fiscal Year (defined herein) in excess of amounts appropriated for such Fiscal Year; (b) obligating any appropriation by the State or other financial obligation whatsoever of the State; or (c) as a delegation of governmental powers by the State; and

WHEREAS, the 2013 Certificates and any Additional Certificates issued pursuant hereto (as defined herein) (collectively, the "Certificates") shall be special, limited obligations payable solely from the Trust Estate (defined herein) on the terms provided herein; and

WHEREAS, the Trustee has entered into this Indenture for and on behalf of the Owners (defined herein), and will, except as otherwise specifically provided herein, hold its rights hereunder, including its rights with respect to the Trust Estate, for the equal and proportionate benefit of the Owners, and will disburse moneys received by it in accordance with this Indenture; and

WHEREAS, the Assignment made herein by the Corporation to the Trustee of the Trust Estate is without recourse to the Corporation and the parties acknowledge that neither the Trustee nor any person claiming through the Trustee shall have any recourse or rights against the Corporation under the Ground Lease or the Financing Lease; and

WHEREAS, all things necessary to make the Certificates, when executed, delivered and authenticated by the Trustee and as in this Indenture provided, legal, valid and binding obligations enforceable against the Corporation and the Trustee in accordance with terms thereof, and to constitute this Indenture a legal, valid and binding instrument for the security of the Certificates in accordance with the terms hereof, have been done and performed;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

(a) That the Corporation, in consideration of the premises and the mutual covenants herein contained and for the benefit of the Owners, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on all Certificates at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Certificates and herein contained, and to declare the terms and conditions upon and subject to which the Certificates are issued and secured, has executed and delivered this Indenture and has granted, bargained, sold, warranted, mortgaged, alienated, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, mortgage, alien, remise, release, convey, assign, pledge, set over and confirm unto the Trustee and to its successors and assigns forever, without recourse, all and singular the following described property, franchises and income, including any title therein acquired after these presents:

(b) the Leased Property and the tenements, hereditaments, appurtenance, rights, privileges and immunities thereto belonging or appertaining, subject to the terms of the Financing Lease including, but not limited to, the terms of the Financing Lease permitting the existence of Permitted Encumbrances (as defined in the Financing Lease);

(c) all rights, title and interest of the Corporation in, to and under the Ground Lease;

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(d) all rights, title and interest of the Corporation in, to and under the Financing Lease, other than the rights, title and interest of the Corporation with respect to certain payments or reimbursement to the Corporation thereunder for its costs, fees and expenses;

(e) all Base Rent and Additional Rent (defined in the Financing Lease);

(f) the purchase price specified in Section 15.1 of the Financing Lease (the "Purchase Option Price") if paid;

(g) all right, title and interest of the Corporation in the Project Contracts, which, immediately upon execution and delivery shall automatically be included in the Trust Estate; and

(h) all money and securities from time to time held by the Trustee under this Indenture in the Debt Service Fund, the Reserve Fund and the Construction Fund and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specially mortgaged, pledged or hypothecated, as and for additional security hereunder, by the Corporation, or by anyone on its behalf, in favor of the Trustee, (including all monies, proceeds on other things of value received from leasing, renting or selling or otherwise transferring any portion of the Trust Estate as provided herein after an Event of Default) which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

SUBJECT, HOWEVER to:

(a) the Corporation's retention of its rights to indemnification and payment of its expenses under the Financing Lease;

(b) the rights of third parties to Additional Rentals payable to them under the Financing Lease;

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security and protection of all Owners, without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any other of the Certificates, except as otherwise provided herein;

PROVIDED, HOWEVER, that if the principal of the Certificates and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

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THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates secured hereunder are to be executed, authenticated and delivered and all said property, rights, interests, revenues and receipts hereby pledged, assigned and mortgaged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Corporation has agreed and covenanted, and does hereby agree and covenant, with the Trustee for the benefit of the Owners, as follows:

ARTICLE I DEFINITIONS

The following terms shall have the following meanings in this Indenture:

"Additional Certificates" means any Certificates issued after the issuance of the 2013 Certificates pursuant to Section 2.10 hereof.

"Additional Rent" or *"Additional Rentals"* means "Additional Rent" as such term is defined in the Financing Lease.

"Base Rent" or *"Base Rentals"* means "Base Rent" as such term is defined in the Financing Lease.

"Bond Counsel" means (a) as of the date of issuance of the 2013 Certificates, Sherman & Howard, LLC and (b) as of any other date, Sherman & Howard, LLC, or such other attorneys selected by the State with nationally recognized expertise in the issuance of municipal obligations.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York, New York, Reno, Nevada, or Los Angeles, California, or the offices of the State Controller or State Treasurer, are authorized by law to remain closed.

"Certificates" means the 2013 Certificates and any Additional Certificates.

"Code" means the Internal Revenue Code of 1986, as amended to the date of issuance of the Certificates.

"Completion Date" means, with respect to each Project, the date of final completion of such Project, as evidenced by delivery of a certificate of completion in the form attached hereto as Appendix D.

"Construction Fund" means the special fund created by Section 3.03 hereof.

"Corporation" means Nevada Real Property Corporation, or any successor thereto.

"Corporation Representative" means the President of the Corporation.

"Costs" or *"Costs of the Project"* means, with respect to each Project and the Certificates issued to finance such Project, all costs and expenses to be incurred, and the reimbursement to

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the State and the Corporation for all costs and expenses heretofore incurred by the State and the Corporation, prior to the Completion Date (except as otherwise provided below), including, without limitation:

- (a) the Cost of Acquisition (as defined in the Financing Lease);
- (b) interest with respect to the Certificates issued to finance the Project through _____, to the extent the moneys in the Debt Service Fund are not sufficient to pay such interest;
- (c) payments to the Reserve Fund or any account thereof to establish or maintain the Reserve Fund Requirement;
- (d) the Costs of Delivery; and
- (e) any and all other costs necessary to effect the Project or to acquire or improve any Leased Property to the extent the same are permitted by the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates.

"*Costs of Delivery*" means administrative costs of the execution and delivery of any Certificates, including the initial compensation and expenses of the Trustee prior to the Completion Date, any fees and expenses of any underwriter or financial advisor that provides services in connection with the execution and delivery of any Certificates, any fees or expenses of the State and the Corporation prior to the Completion Date, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, Certificate insurance premiums, costs of immediately available funds, costs of publication, printing and engraving, accountants' fees and recording and filing fees.

"*Debt Service Fund*" or "*Certificate Fund*" means the special fund created pursuant to Section 3.01 hereof.

"*Defeasance Securities*" means (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively or (5) securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be authorized to be used to effect defeasance of the 2013 Certificates.

"*Event of Default*" means (a) when used with respect to the Financing Lease, an event described in Section 12.1 thereof and (b) when used with respect to this Indenture, an event described in Section 7.01 hereof.

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"*Event of Nonappropriation*" means, when used with respect to the Financing Lease, an event resulting in the termination of the Financing Lease described in Section 3.3 of the Financing Lease.

"*Financing Lease*" means the Lease Purchase Agreement dated as of [date], 2013 between the Corporation and the State and any amendment or supplement thereto.

"*Fiscal Year*" means the State's fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

"*Fitch*" means Fitch IBCA, Inc. and its successors and assigns.

"*Indenture*" means this Indenture of Trust and any amendment or supplement hereto.

"*Initial Purchaser*" means (a) with respect to the 2013 Certificates, Barclays Capital Inc. on behalf of itself and as representative of Morgan Stanley & Co. LLC, and (b) with respect to any Additional Certificates, the purchasers designated as such in any Supplemental Indenture.

"*Interest Component*" means with respect to each payment of Base Rent, that portion of the Base Rent so designated in Exhibit B of the Financing Lease.

"*Interest Payment Date*" means June 1 and December 1 of each year, (a) beginning on _____ 1, 20__ with respect to the 2013 Certificates and (b) beginning on -June 1 or December 1 specified in the Supplemental Indenture entered into in connection with such Certificates with respect to any Additional Certificates.

"*Lease Revenues*" means (a) the Base Rentals; (b) the Purchase Option Price, if paid; (c) any Net Proceeds; (d) any portion of the proceeds of any Certificates deposited with or by the Trustee in the Debt Service Fund to pay accrued or capitalized interest on the Certificates; (e) any earnings on moneys on deposit in the Debt Service Fund and Reserve Fund; (f) all other revenues derived from the Financing Lease, excluding Additional Rentals (other than Reserve Fund payments made to the Trustee pursuant to Section 3.02(e) hereof); and (g) any other moneys to which the Trustee may be entitled for the benefit of the Owners.

"*Lease Term*" has the meaning ascribed to it in the Financing Lease.

"*Leased Property*" means the 2013 Leased Property and any other property that may be defined as part of the Leased Property by any Supplemental Indenture.

"*Moody's*" means Moody's Investor Service and its successors and assigns.

"*Net Proceeds*," when used with respect to the Leased Property, has the meaning ascribed to it in the Financing Lease.

"*Operations Center*" means the operations center of the Trustee in New York, New York.

"*Opinion of Counsel*" means a written opinion of legal counsel, who may be counsel to the Trustee or the Corporation or the State

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"*Outstanding*" means all Certificates which have been executed and delivered, except:

- (a) Certificates canceled or which shall have been surrendered to the Trustee for cancellation;
- (b) Certificates in lieu of which other Certificates have been executed under Section 2.07 or 2.08 hereof;
- (c) Certificates which have been prepaid as provided in Article IV hereof (including Certificates prepaid on payment of an amount less than the outstanding principal thereof and accrued interest thereon to the prepayment date as provided in Section 4.01 hereof);
- (d) Certificates which are due and for which the Trustee holds funds for the benefit of the Owner thereof pursuant to Section 3.06 hereof; and
- (e) Certificates which are otherwise deemed discharged pursuant to Section 10.01 hereof.

"*Owner*" of a Certificate means the registered owner of any Certificate as shown in the registration records of the Trustee.

"*Person*" means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

"*Permitted Encumbrances*," when used with respect to the Leased Property, has the meaning ascribed to it in the Financing Lease.

"*Permitted Investments*" means any security or other obligation that (i) is a legal investment of funds of the State under NRS Section 355.140 and (ii) either is listed on Appendix E hereto.

"*Principal Component*" means with respect to each payment of Base Rent, that portion of the Base Rent so designated in Exhibit B of the Financing Lease.

"*Project*" means the 2013 Project and any other project that may be defined as a Project by any Supplemental Indenture.

"*Project Account*" means the account in the Construction Fund created pursuant to and designated as such in Section 3.03(a) hereof.

"*Project Contract*" means, with respect to each Project, contracts for services or materials for the construction, acquisition or installation of the Project, including, but not limited to, contracts for construction, engineering and architectural services.

"*Project Documents*" means, with respect to each Project, the following: (a) plans, drawings and specifications for the Project, including change orders, if any; (b) any necessary permits for the Project, including any building permits and certificates of occupancy; (c) the

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Project Contracts; (d) policies of title, casualty, public liability, property and workers' compensation insurance, or certificates thereof with respect to the Project; (e) performance and payment bonds with respect to the Project; and (f) any and all other documents executed by or furnished to the Corporation in connection with the Project.

"*Purchase Option Price*" is the price provided in Section 15.1 of the Financing Lease.

"*Qualified Surety Bond*" means a surety bond issued by an insurance company rated in the highest rating category by S&P, Moody's and Fitch.

"*Rebate Fund*" means the special fund created pursuant to Section 3.04 hereof.

"*Record Date*" means, with respect to each Interest Payment Date, the fifteenth day of the month immediately preceding the month (whether or not a Business Day) in which the Interest Payment Date occurs.

"*Reserve Fund*" means the special fund created pursuant to Section 3.02 hereof.

"*Reserve Fund Requirement*" means for the 2013 Certificates and for any series of Additional Certificates for which a deposit to the Reserve Fund is required, \$0 which amount does not exceed the lesser of (i) 10% of the stated principal amount of such Certificates, (ii) the maximum debt service due on the then outstanding amount of such Certificates in any Fiscal Year and (iii) 125% of the average Fiscal Year debt service due on the then outstanding amount of such Certificates.

"*Requirement of Law*" means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety matters.

"*Special Record Date*" means a special date fixed to determine the names and addresses of Owners of Certificates for purposes of paying defaulted interest in accordance with Section 2.02 hereof.

"*State*" means the State of Nevada, acting by and through the Nevada System of Higher Education.

"*State Representative*" means the State Treasurer (the "Treasurer"), or a deputy of the Treasurer who is designated in writing by the Treasurer as a person authorized to act for the Treasurer for the purposes of this Indenture. When acting as a State Representative hereunder, if a state agency or officer's approval of any action hereunder is needed other than the approval of the Treasurer, means the Chancellor or other NSHE official who is designated in writing by the Chancellor as a person authorized to act for the Chancellor for the purposes of this Indenture.

"*Supplemental Indenture*" means any indenture supplementing or amending this Indenture that is adopted pursuant to Article IX hereof.

"S&P" means Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc., and its successors and assigns.

"2013 Certificates" means the Certificates authorized by Section 2.03 hereof.

"2013 Land" means the Land described in Appendix B hereto, which is the same land that is leased by the Corporation to the State pursuant to the Financing Lease.

"2013 Leased Property" means the 2013 Land and the 2013 Project.

"2013 Project" means the construction of a nursing/science/education building and a student activities/administration building.

"Trust Estate" means the property mortgaged, pledged and assigned to the Trustee pursuant to the granting clauses hereof. The Trust Estate does not include the Rebate Fund or any escrow accounts established pursuant to Section 10.01 hereof.

"Trustee" means U.S. Bank National Association acting in the capacity of trustee pursuant hereto, and any successor thereto appointed hereunder.

"Trustee Representative" means any vice president or assistant vice president of Trustee or such other representative as a duly authorized officer of the Trustee shall designate in writing.

ARTICLE II AUTHORIZATION, TERMS, EXECUTION AND DELIVERY OF CERTIFICATES

2.01 Authorized Amount of Certificates. No Certificates may be executed and delivered hereunder except in accordance with this Article. The aggregate principal amount of Certificates that may be executed and delivered hereunder shall not be limited in amount.

2.02 Execution and Delivery of Certificates.

(a) The Certificates shall be sold, executed and delivered hereunder, for the purpose of paying the Costs of the Project.

(b) The Certificates shall be deliverable only as fully registered Certificates in denominations of \$5,000 and any integral multiple thereof (provided that no Certificate may be in a denomination which exceeds the Principal component of Base Rent coming due on any Rent Payment Date and no individual Certificate may be executed and delivered for more than one Rent Payment Date). The Certificates shall be numbered in such manner as shall be determined by the Trustee.

(c) The principal of any Certificate shall be payable to the Owner thereof as shown on the registration records of the Trustee upon maturity or prior prepayment thereof and upon presentation and surrender at the Operations Center. Payment of interest with respect to the Certificates shall be made by check or draft of the Trustee mailed, on or before each Interest Payment Date, to the Owner thereof at his address as it last appears on the registration records of the Trustee at the close of business on the Record Date. Any such interest not so timely paid

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shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Trustee to the Owners of the Certificates, not less than 10 days prior to the Special Record Date, by first-class mail to each such Owner as shown on the Trustee's registration records on a date selected by the Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. Alternative means of payment of interest may be used if mutually agreed to in writing between the Owner of any Certificate and the Trustee.

2.03 2013 Certificate Details.

(a) The Certificates designated as the "Lease Revenue Certificates of Participation (Nevada State College Project), Series 2013C" evidencing undivided interests in the right to receive certain revenues payable by the State under the Financing Lease (the "2013 Certificates") shall be executed and delivered in the aggregate principal amount of \$ _____. The 2013 Certificates shall be dated as of [date], 2013 and shall mature on the dates and in the amounts set forth below and shall evidence interest from their original dated date to maturity at the rates per annum shown below computed on the basis of a 360 day year of twelve 30 day months, payable on each Interest Payment Date; except that 2013 Certificates which are reissued upon transfer, exchange or other replacement shall evidence interest at the rates per annum shown below from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the original dated date of the 2013 Certificates:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Annual Interest Rate</u>
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The total Principal Components and Interest Components due on all Certificates shall not exceed the total Base Rent due under the Financing Lease.

(b) The 2013 Certificates shall be executed and delivered in substantially the form set forth in Appendix A hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the Trustee executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the 2013 Certificates and this Indenture are hereby approved and adopted as the covenants, statements, representations and agreements of the Trustee. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Indenture and is incorporated herein as if set forth in full in the body of this Indenture.

2.04 Limited Obligations. Each Certificate shall represent an undivided interest in the right to receive Base Rent and shall be secured by and payable solely from the Trust Estate in accordance with, and subject to the terms of this Indenture. No provision of the Certificates, this Indenture, the Financing Lease or the Ground Lease shall be construed or interpreted (a) to directly or indirectly obligate the State to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) requiring the State to make an appropriation; or (c) as a delegation of governmental powers by the State.

2.05 Execution and Authentication of Certificates. The manual signature of a duly authorized signatory of the Trustee shall appear on each Certificate. Any Certificate shall be deemed to have been executed by a duly authorized signatory of the Trustee if signed by the Trustee, but it shall not be necessary that the same signatory sign all of the Certificates executed and delivered hereunder. If any signatory of the Trustee whose signature appears on a Certificate shall cease to be such official before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained a duly authorized signatory of the Trustee until delivery.

2.06 Delivery of Certificates. Upon the execution and delivery of this Indenture, and, with respect to any Additional Certificates, the execution and delivery of any Supplemental Indenture relating to such Additional Certificates, the Trustee shall execute and deliver such Certificates to the Initial Purchasers thereof, as hereinafter in this Section provided:

(a) Prior to the delivery by the Trustee of any of such Certificates, there shall have been filed with the Trustee (i) an originally executed counterpart of this Indenture and any Supplemental Indenture relating to such Certificates, (ii) certified copies of any other instruments to be executed and delivered by the Corporation in connection with such Certificates, which, in the case of the 2013 Certificates, shall include, but not be limited to, the Financing Lease and the Ground Lease and (iii) the title insurance policy or commitment required by Section 6.04 hereof.

(b) Thereupon, the Trustee shall deliver such Certificates to the Initial Purchasers thereof, upon payment to the Trustee of the agreed purchase price. The agreed purchase price of the 2013 Certificates consists of the principal amount of the 2013 Certificates of \$ _____, [less a net original issue discount of \$ _____][plus a net original issue premium of \$ _____], less the Initial Purchaser's discount of \$ _____, which sum

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shall be applied as follows: (i) capitalized interest (\$ _____) with respect to the 2013 Certificates shall be deposited into the Interest Account of the Certificate Fund; (ii) the amount required to establish the Reserve Fund Requirement for the 2013 Certificates (\$ _____) shall be deposited into the Reserve Fund; and (iii) the remainder shall be deposited into the Project Account if the Completion Dates for all other Projects other than the Project financed by 2013 Certificates have occurred or, if any Completion Date for any such other Project has not occurred, a separate subaccount of the Project Account from which shall be applied solely to the payment of Costs of the Project for the Project financed with 2013 Certificates.

2.07 Mutilated, Lost, Stolen or Destroyed Certificates. In the event that any Certificate is mutilated, lost, stolen or destroyed, a new Certificate may be executed on behalf of the Trustee, of like series date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that the Trustee shall have received such evidence, information or indemnity from the Owner of the Certificate as it may reasonably require, and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee. In the event that any such Certificate shall have matured, instead of issuing a duplicate Certificate, the Trustee may pay the same without surrender thereof. The Trustee may charge the Owner of the Certificate with its reasonable fees and expenses in this connection and require payment of such fees and expenses as a condition precedent to the delivery of a new Certificate.

2.08 Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates.

(a) (i) Records for the registration and transfer of Certificates shall be kept by the Trustee which is hereby appointed the registrar for the Certificates. The principal of and interest with respect to any Certificate shall be payable only to or upon the order of the Owner or his legal representative (except as otherwise herein provided with respect to Record Dates and Special Record Dates for the payment of interest). Upon surrender for transfer of any Certificate at the Operations Center, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Trustee shall enter such transfer on the registration records and shall execute and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned.

(ii) Fully registered Certificates may be exchanged at the Operations Center for an equal aggregate principal amount of fully registered Certificates of the same maturity of other authorized denominations. The Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not previously assigned.

(iii) The Trustee may require the payment, by the Owner of any Certificate requesting exchange or transfer, of any reasonable charges as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such exchange or transfer.

(iv) The Trustee shall not be required to transfer or exchange (i) all or any portion of any Certificate during the period beginning at the opening of business 15 days

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before the day of the mailing by the Trustee of notice calling any Certificates for prior prepayment and ending at the close of business on the day of such mailing, or (ii) all or any portion of a Certificate after the mailing of notice calling such Certificate or any portion thereof for prior prepayment.

(b) Notwithstanding the foregoing provisions of subsections (a) hereof, the Certificates shall initially be evidenced by one Certificate for each year in which the applicable series of Certificates mature in denominations equal to the aggregate principal amount of the Certificates maturing in that year. Such initially delivered Certificates shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Certificates. The Certificates may not thereafter be transferred or exchanged except:

(i) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in subsection 3 of NRS § 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(ii) upon the resignation of The Depository Trust Company or a successor under clause (1) or new depository under this clause (2) or a determination by the Trustee that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the Trustee of another depository institution acceptable to the Trustee and to the depository then holding the Certificates, which new depository institution must be both a "clearing corporation" as defined in subsection 3 of NRS 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(iii) upon the resignation of The Depository Trust Company or a successor under clause (1) or new depository under clause (2) or a determination of the Trustee that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the Trustee, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

(c) In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection (b) hereof or designation of a new depository pursuant to clause (2) of subsection (b) hereof, upon receipt of the Certificates by the Trustee, together with written instructions for transfer satisfactory to the Trustee, a new Certificate for each maturity of the Certificates then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection (b) hereof and the failure after reasonable investigation to locate another qualified depository institution for the Certificates as provided in clause (3) of subsection (b) hereof, and upon receipt of the Certificates by the Trustee, together with written instructions for transfer satisfactory to the Trustee, new Certificates shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 2.02(a) hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions: however, the Trustee shall not be required to deliver such new

Certificates within a period of less than 60 days from the date of receipt of such written transfer instructions.

(d) Except as otherwise provided herein with respect to Record Dates and Special Record Dates for the payment of interest, the person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or interest with respect to any Certificate shall be made only to or upon the written order of the Owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

2.09 Cancellation of Certificates. Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Section 2.07 or 2.08 hereof, such Certificates shall be promptly cancelled by the Trustee.

2.10 Issuance of Additional Certificates.

(a) So long as the Lease Term shall remain in effect, and no Event of Nonappropriation under the Financing Lease, no Event of Default under the Financing Lease (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) and no Event of Default hereunder (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) shall have occurred, one or more issues of Additional Certificates may be executed and delivered upon the terms and conditions provided in this Section. The maturity dates for such Additional Certificates shall be the same date of the month as the maturity date of the 2013 Certificates and the Interest Payment Dates for such Additional Certificates shall be June 1 and December 1 of the years set forth in the Supplemental Indenture relating to such Additional Certificates. Additional Certificates may only be issued to evidence undivided interests in Base Rent pursuant to an amendment of the Financing Lease with respect to which Certificates have not been previously issued. Proceeds of Additional Certificates may only be used to provide funds to pay one or more of the following: (i) Costs of the Projects in excess of the amount available therefor in the Project Account pursuant to Section 3.03 hereof; (ii) the costs of refunding all or any portion of the Outstanding Certificates; and (iii) the costs of making at any time or from time to time such additions, modifications and improvements for or to the Leased Property as the State and the Corporation may deem necessary or desirable; provided that no Additional Certificates shall be executed and delivered except for Additional Certificates executed and delivered for purposes described in (ii) above, where such issuance results in a reduction in the present value of the aggregate principal and interest payable with respect to the Certificates.

(b) Additional Certificates may be executed and delivered only in accordance with subsection (a) of this Section and only upon there being furnished to the Trustee:

(i) Originally executed counterparts of a Supplemental Indenture expressly providing that, for all the purposes hereof, the Leased Property shall include any property being financed by the Additional Certificates, and that the Certificates shall mean and include the Additional Certificates being executed and delivered as well as any Certificates and

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Additional Certificates theretofore executed and delivered, except that the series description of the Additional Certificates, the date or dates of the Additional Certificates, the maturity dates and Interest Payment Dates for the Additional Certificates, the rate or rates of interest with respect to the Additional Certificates, and provisions for the prepayment thereof, if any, all may be as provided in the Supplemental Indenture rather than as provided in this Indenture.

(ii) The addition to the Trust Estate of an assignment of the Lease Revenues from or with respect to the property financed with the proceeds of such Additional Certificates.

(iii) A written opinion of Bond Counsel to the effect that the execution and delivery of the Additional Certificates have been duly authorized, that all conditions precedent to the delivery thereof have been fulfilled, that the execution and delivery of Additional Certificates will not adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to any Certificates, and that the sale, execution and delivery of the Additional Certificates will not constitute an Event of Default under this Indenture or the Financing Lease nor cause any violation of the covenants or representations herein or in the Financing Lease.

(iv) A commitment or other evidence that the amount of the title insurance policy required by Section 6.04 hereof will be increased, if necessary, to reflect the amount of the Additional Certificates and all other Outstanding Certificates (or such lesser amount as shall be the maximum insurable value of the real property included in the Leased Property).

(v) Proceeds of such Additional Certificates or other legally available funds of the Corporation or the State for deposit into the appropriate account within the Reserve Fund, or other substitution for the cash deposit as described in Section 3.02(b) hereof, in an amount, if any, necessary to increase the amount on deposit in the appropriate account within the Reserve Fund to the applicable Reserve Fund Requirement.

(vi) An amendment to Exhibit B to the Financing Lease evidencing that the Base Rent after such amendment is fully sufficient to timely pay all amounts due with respect to the Certificates that will be outstanding after the issuance of such Additional Certificates, executed by the parties to the Financing Lease.

(vii) Evidence that (A) the Additional Certificates will be rated by S&P, Moody's and Fitch or whichever of S&P, Moody's or Fitch then rates any Certificates, at least as high as the highest rated Certificates then Outstanding (or, if the Outstanding Certificates are insured, at least as high as the highest rating on the Certificates then Outstanding without regard to such insurance) and (B) the execution and delivery of the Additional Certificates will not result in a withdrawal or reduction of any rating on any other Outstanding Certificates; provided, however, that this paragraph shall not apply to the execution and delivery of no more than \$ _____ of Additional Certificates issued for the purpose of completing the 2013 Project.

(viii) A written order to the Trustee by the Corporation to deliver the Additional Certificates to the purchaser or purchasers therein identified upon payment to the Trustee of a specified sum plus accrued interest.

(c) No Additional Certificates shall be authorized if an Event of Default shall have occurred and be continuing with respect to the Outstanding Certificates.

(d) Each of the Additional Certificates executed and delivered pursuant to this Section shall be proportionately and ratably secured with the Certificates originally issued and all other issues of Additional Certificates, if any, executed and delivered pursuant to this Section, without preference, priority or distinction of any Certificates or Additional Certificates over any other except as to any separate account in the reserve fund established for a particular series of Certificates which shall be exclusively for the benefit of that series of Certificates.

2.11 Negotiability. Subject to the registration provisions hereof, the Certificates shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders or owners of negotiable instruments under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest with respect to the Certificates shall be paid, and the Certificates shall be transferable, free from and without regard to any equities, set-offs or cross-claims between or among the State, the Corporation, the Trustee and the original or any intermediate owner of any Certificates.

ARTICLE III FUNDS AND ACCOUNTS

3.01 Debt Service Fund.

(a) A special fund is hereby created and established with the Trustee to be designated the "State of Nevada Certificates of Participation Debt Service Fund" (the "Debt Service Fund" or the "Certificate Fund") and, within such fund, the Interest Account and the Principal Account. The Trustee may establish such additional accounts within the Debt Service Fund or such subaccounts within any of the existing or any future accounts of the Debt Service Fund as may be necessary or desirable.

(b) There shall be deposited into the Interest Account (i) all accrued interest and capitalized interest received at the time of the execution and delivery of the Certificates; (ii) the Interest Component of Base Rentals made by the State; (iii) any portion of the Reserve Fund to be deposited into the Interest Account, as provided in Section 3.02(d) hereof, provided that amounts transferred to the Debt Service Fund from a particular account of the Reserve Fund shall be applied only to the payment of the corresponding issue of 2013 Certificates or Additional Certificates; (iv) any moneys transferred to the Interest Account from the Project Account pursuant to Section 3.03(c) hereof; and (v) all other moneys received by the Trustee under this Indenture accompanied by directions that such moneys are to be deposited into the Interest Account.

(c) There shall be deposited into the Principal Account (i) the Principal Component of Base Rentals made by the State; (ii) any portion of the Reserve Fund to be deposited into the Principal Account, as provided in Section 3.02(d) hereof, provided that

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amounts transferred to the Debt Service Fund from a particular account of the Reserve Fund shall be applied only to the payment of the corresponding issue of Certificates; (iii) any moneys transferred to the Principal Account from the Project Account pursuant to Section 3.03(c) hereof; and (iv) all other moneys received by the Trustee under this Indenture accompanied by directions that such moneys are to be deposited into the Principal Account.

(d) Moneys in the Interest Account shall be used solely for the payment of interest with respect to the Certificates and moneys in the Principal Account shall be used solely for the payment of the principal with respect to the Certificates; provided that (i) in the event that there are any remaining moneys in the Interest Account upon payment of the interest due with respect to the Certificates, such moneys may be used for the payment of principal with respect to the Certificates; (ii) moneys representing accrued interest received at the time of the execution and delivery of any series of Certificates shall be used solely to pay the first interest due with respect to such Certificates; (iii) the Purchase Option Price and any other moneys transferred to the Debt Service Fund with specific instructions that such moneys be used to pay the prepayment price of Certificates shall be used solely to pay the prepayment price of Certificates; (iv) moneys transferred from any account of the Reserve Fund shall be used solely to pay the principal and interest due with respect to the Certificates, the proceeds of which were used to fund such account; and (v) moneys transferred from the Project Account following the Completion Date of a Project shall be used to pay the principal with respect to the Certificates issued to finance such Project; provided, further, that all moneys in the Debt Service Fund shall be available to pay the prepayment price of Certificates in connection with a prepayment of all the Certificates and to pay the principal of and interest with respect to any Certificates following an Event of Default or Event of Nonappropriation.

3.02 Reserve Fund.

(a) A special fund is hereby created and established with the Trustee to be designated the "State of Nevada Certificates of Participation Reserve Fund" (the "Reserve Fund"). The Trustee shall establish an account within the Reserve Fund for the 2013 Certificates and for each series of Additional Certificates.

(b) There shall be deposited into the appropriate account of the Reserve Fund, (i) upon the execution and delivery of each series of Certificates, an amount sufficient to establish the Reserve Fund Requirement for such series of Certificates from proceeds of such series of Certificates or other available moneys of the State, NSHE or the Corporation; (ii) all amounts paid by the State pursuant to subsection (e) of this Section; and (iii) all other moneys delivered to the Trustee that are accompanied by instructions to deposit the same into the Reserve Fund. Nothing in this Indenture shall be construed as limiting the right of the State or the Corporation to augment the Reserve Fund or any account thereof with any other moneys which are legally available for payment of the principal of and interest with respect to the Certificates or, subject to Section 5.01 hereof, to substitute for the cash deposit required to be maintained hereunder a Qualified Surety Bond to insure that cash in the amount otherwise required to be maintained hereunder will be available as needed. If the Reserve Fund is funded in part with cash and in part with a Qualified Surety Bond the State shall at the time it deposits the Qualified Surety Bond provide directions to the Trustee as to the order in which such sources are to be applied if payments are required to be made from the Reserve Fund.

(c) Income derived from the investment of moneys in any account of the Reserve Fund (i) shall be retained in such account to the extent the amount therein is less than the Reserve Fund Requirement therefor; (ii) shall be used as provided in subsection (d) of this Section to the extent required thereunder; (iii) shall, to the extent required by Section 3.04(e), be deposited into the Rebate Fund; and (iv) to the extent not required to be used as provided in clause (i), (ii) or (iii), may, at the option and direction of the State be (A) transferred to the Debt Service Fund to pay the principal of or interest with respect to the corresponding issue of 2013 Certificates or Additional Certificates; (B) transferred to the Rebate Fund; (C) used to pay fees and expenses of the Trustee; (D) used to defease Certificates pursuant to Section 10.01 hereof; (E) transferred into the Project Account and used to pay the Cost of the 2013 Project or (F) used for any combination of (A), (B), (C), (D) or (E). Absent specific direction, such amounts shall be applied as provided in Clause (A) of the foregoing sentence.

(d) Moneys held in each account within the Reserve Fund shall be applied to any of the following purposes; provided, however, that each such purpose relates only to the issue of 2013 Certificates or Additional Certificates for which a deposit to the Reserve Fund was required pursuant to this Indenture or the Supplemental Indenture relating to such Certificates and to no other issue of Certificates:

(i) To the payment of the principal of and interest with respect to the Certificates when due, to the extent of any deficiency in the Debt Service Fund for such purpose;

(ii) At the option of the Trustee, upon the occurrence of an Event of Nonappropriation or an Event of Default under the Financing Lease or an Event of Default hereunder, to the payment of any cost or expense necessary to preserve or protect the Leased Property or the interest of the Trustee or the Owners therein, or necessary to make any repairs or modifications to the Leased Property in preparation for sale or other disposition thereof, as the Trustee may deem to be in the best interests of the Owners;

(iii) Except to the extent applied pursuant to clause (2) of this subsection, upon the expiration of the Lease Term by reason of the occurrence of an Event of Nonappropriation or upon the termination of the Lease Term by reason of the occurrence of an Event of Default thereunder, proportionately to the prepayment of the Certificates then Outstanding and the payment of interest with respect thereto;

(iv) In the event the Certificates are defeased in full pursuant to Section 10.01 hereof, to the defeasance escrow if so directed by the State; or

(v) To the extent the amount therein exceeds the Reserve Fund Requirement, at the option and direction of the State, as provided in clause (A), (B), (C), (D) (E) or (F) of subsection (c)(iv) of this Section.

(e) If, for any reason, the amount on deposit in any account of the Reserve Fund is less than the Reserve Fund Requirement for the corresponding issue of 2013 Certificates or Additional Certificates, NSHE shall pay as Additional Rent or Base Rent, as the case may be, to the Trustee all amounts required to restore the amount on deposit in such account to the Reserve Fund Requirement as follows: (i) if the deficiency is as a result of an annual valuation

of the Reserve Fund, the deficiency shall be restored in three equal monthly installments prior to the next succeeding valuation date and (ii) if the deficiency occurs for any other reason, the deficiency shall be restored in 9 equal monthly installments commencing 3 months following the determination that a deficiency exists. Payment of moneys by the State under this subsection (e), (as well as all other payments by the State) is subject to Section 2.04 hereof.

3.03 Construction Fund.

(a) A special fund is hereby created and established with the Trustee to be designated the "State of Nevada Certificates of Participation Construction Fund" (the "Construction Fund"), and within such fund, the Project Account. The Trustee may establish such additional accounts within the Construction Fund or such subaccounts within any of the existing or any future accounts of the Construction Fund as may be necessary or desirable.

(b) The balance of the proceeds of the sale of Certificates remaining after the deposit of capitalized interest to the Debt Service Fund pursuant to Section 3.01(b) hereof, to the Reserve Fund pursuant to Section 3.02(b) hereof shall be deposited into the Project Account; provided however with respect to the 2013 Certificates, the balance of proceeds shall be deposited in accordance with Section 2.06(b) hereof.

(c) (i) So long as no Event of Default shall have occurred hereunder or under the Financing Lease, moneys held in the Project Account shall be disbursed to pay Costs of the Project upon receipt of a requisition signed by a State Representative in substantially the form attached hereto as Appendix C; provided, however, that no such disbursement shall be made for the acquisition of any real estate or improvements thereto included in or to be added to the Leased Property unless and until a title insurance policy in respect of such property, or a binding commitment therefor, is provided to the Trustee as set forth in Section 6.04 hereof. If an Event of Default shall have occurred hereunder or under the Financing Lease, the Trustee, as it deems appropriate in the best interests of the Owners, or with respect to Project Account shall either disburse moneys held in the Project Account as provided in the preceding sentence or apply such moneys as provided in Article VII hereof. Upon the receipt by the Trustee of a certificate in the form set forth in Exhibit D executed by the State as to the completion of each Project (referred to herein as the "Completion Date" for such Project), the remaining proceeds of the Certificates issued to finance such Project, and any earnings thereon, then held in the Project Account, minus any amount estimated by the State Representative to be necessary to pay Costs of the Project relating to such Project, shall be applied by the Trustee as provided in Section 4.1(f) of the Financing Lease.

(ii) Investment earnings on moneys in the Project Account shall be deposited into the Rebate Fund as provided in Section 3.04(b) and (e) and to the extent not needed therefor, shall remain in the Project Account and be applied as provided in paragraph (i) of this subsection (c).

3.04 Rebate Fund.

(a) A special fund is hereby created and established with the Trustee to be designated the "State of Nevada Certificates of Participation Rebate Fund" (the "Rebate Fund").

(b) There shall be deposited into the Rebate Fund (i) any moneys transferred to the Rebate Fund from the Reserve Fund or the Project Account pursuant to Section 3.02(c) or (d) and Section 3.03(c)(2) hereof; (ii) all amounts paid by the State or transferred from the Reserve Fund and the Construction Fund pursuant to subsection (e) of this Section; and (iii) all other moneys delivered to the Trustee by the State, the Corporation or any other Person that are accompanied by instructions to deposit the same into the Rebate Fund.

(c) Not later than 60 days after _____, and every five years thereafter, the Trustee on behalf of and at the direction of the State shall pay to the United States of America 90% of the amount required, if any, to be on deposit in the Rebate Fund as of such payment date. No later than 60 days after the final retirement of the Certificates, the Trustee on behalf of and at the direction of the State shall pay to the United States of America 100% of the amount required, if any, to be on deposit in the Rebate Fund which shall remain in effect for such period of time as is necessary for such final payment to be made. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah. Each payment shall be accompanied by a copy of the Internal Revenue Form 8038 T and a statement summarizing the determination of the amount to be paid to the United States of America provided to the Trustee by the State. There is reserved in the State the right, in all events, to pursue such remedies and procedures as are available in order to assert any claim of overpayment of any rebated amounts.

(d) The State shall make or cause to be made all required rebate calculations annually on or before August 15 of each year with respect to the preceding Fiscal Year, and notify the Trustee of the resulting rebate amount so as to provide the information required to transfer moneys to the Rebate Fund pursuant to subsection (b) of this Section. The Trustee shall make deposits to and disbursements from the Rebate Fund in accordance with the Investment Instructions (the "Investment Instructions") and the Tax Compliance Certificate (the "Tax Compliance Certificate") executed by the State in connection with the issuance of the 2013 Certificates and any Tax Compliance Certificates executed by the State in connection with the issuance of any Additional Certificates. The Trustee shall invest the Rebate Fund pursuant to said Investment Instructions and shall deposit income from said investments immediately upon receipt thereof in the Rebate Fund, all as set forth in the Investment Instructions. The Investment Instructions may be superseded or amended by new Investment Instructions drafted by and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of said new Investment Instructions will not cause the interest with respect to the Certificates to be includable in the gross income of the recipients thereof for purposes of federal income taxation. The State may employ, at its expense, a designated agent to calculate the amount of deposits to and disbursements from the Rebate Fund based upon information furnished by the Corporation and the Trustee. If a withdrawal from the Rebate Fund is permitted as a result of the computation described in the Investment Instructions, the amount withdrawn shall be deposited in the Debt Service Fund. Record of the determinations required by this Section and the Investment Instructions must be retained by the Corporation and the Trustee until six years after the final retirement of the Certificates.

(e) The State agrees that while the Financing Lease is in effect, if, for any reason, the amount on deposit in the Rebate Fund as of June 30 of any year, is less than the amount that would be required to be paid to the United States of America if the Certificates were



retired as of that date, either (i) the State will pay to the Trustee as Additional Rent by August 31 of that year the amount required to make such payment on such date, or (ii) amounts derived from earnings on amounts in the Reserve Fund and the Construction Fund sufficient to make such payment will be deposited into the Rebate Fund.

3.05 Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when due, if funds sufficient to pay such Certificate shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to such Certificate. Funds so held but unclaimed by an Owner shall be delivered to the State after the expiration of five years or, upon receipt by the Trustee of an opinion of Bond Counsel that such funds may be released to the State on such earlier date, on any earlier date designated by the State.

3.06 Moneys to be Held in Trust. The Debt Service Fund, the Construction Fund, the Reserve Fund and any other fund or account created hereunder (except the Rebate Fund) shall be held by the Trustee, for the benefit of the Owners as specified in the Indenture, subject to the terms of this Indenture and the Financing Lease. Any escrow account established pursuant to Section 10.01 hereof shall be held for the benefit of the Owners of the Certificates to be paid therefrom as provided in the applicable escrow agreement.

3.07 Repayment to the State from the Trustee. After payment in full of the principal of and interest on the Certificates, all rebate payments due to the United States of America, the fees and expenses of the Trustee and the Corporation and all other amounts required to be paid hereunder, any remaining amounts held by the Trustee pursuant hereto shall be paid to the State.

ARTICLE IV PREPAYMENT OF CERTIFICATES

4.01 Prepayment of 2013 Certificates in Whole Upon an Event of Nonappropriation or Event of Default under the Financing Lease.

(a) In the event of the occurrence of an Event of Nonappropriation under the Financing Lease or the occurrence and continuation of an Event of Default under the Financing Lease, the 2013 Certificates shall be prepayable in whole, at a prepayment price determined pursuant to subsection (b) of this Section, on any date.

(b) The prepayment price for any prepayment pursuant to this Section shall be the lesser of (i) the principal amount of the 2013 Certificates, plus accrued interest to the prepayment date (without any premium); or (ii) the sum of (A) the amount, if any, received by the Trustee or the Corporation from the exercise of remedies under the Financing Lease with respect to the Event of Nonappropriation or the occurrence and continuation of the Event of Default that gave rise to such prepayment and (B) the other amounts available in the Trust Estate for payment of the prepayment price of the Certificates, which amounts shall be allocated among the 2013 Certificates in proportion to the principal amount of each 2013 Certificate.

Notwithstanding any other provision hereof, the payment of the prepayment price of any 2013 Certificate pursuant to this Section shall be deemed to be the payment in full of such 2013 Certificate and no Owner of any 2013 Certificate prepaid pursuant to this Section shall have any right to any payment from the Corporation, the Trustee or the State in excess of such prepayment price.

(c) In addition to any other notice required to be given under this Article or any other provision hereof, the Trustee shall, immediately upon the occurrence of an Event of Nonappropriation or an Event of Default under the Financing Lease, notify the Owners (i) that such event has occurred and (ii) advise the Owners as to whether or not the funds then available to it for such purpose are sufficient to pay the prepayment price set forth in clause (i) of subsection (b) of this Section. If the funds then available to the Trustee are sufficient to pay the prepayment price set forth in clause (i) of subsection (b) of this Section, such prepayment price shall be paid as soon as possible. If the funds then available to the Trustee are not sufficient to pay the prepayment price set forth in clause (i) of subsection (b) of this Section, the Corporation and the Trustee shall (A) immediately pay the portion of the prepayment price that can be paid from the funds available, net of any funds which, in the judgment of the Trustee, should be set aside to pursue remedies under the Financing Lease and (B) subject to the provisions of Article VII hereof, immediately begin to exercise and shall diligently pursue all remedies available to them under the Financing Lease in connection of such Event of Nonappropriation or Event of Default. The remainder of the prepayment price, if any, shall be paid to the Owners if and when funds become available to the Trustee from the exercise of such remedies. Partial payments shall be applied first to unpaid interest and second to principal.

4.02 Optional and Sinking Fund Prepayment of 2013 Certificates. The 2013 Certificates shall be called for prepayment, in whole or in part from such maturities as are selected by a State Representative on behalf of the State or NSHE and by lot within a maturity, on any date on and after _____ 1, 20__, in the event of, and to the extent that sufficient moneys to make such prepayment (or defeasance securities which, without reinvestment, will generate sufficient moneys to make such prepayment) are actually received by the Trustee from the State for such purpose together with directions by the State to apply such moneys to such prepayment, at a prepayment price equal to the principal amount of the 2013 Certificates called for prepayment and accrued interest to the prepayment date.

(b) The 2013 Certificates maturing _____ are subject to mandatory sinking fund prepayment at a price equal to the principal amount thereof plus accrued interest to the prepayment date as provided below. The 2013 Certificates of a maturity subject to mandatory sinking fund prepayment which are to be prepaid shall be selected by lot in such manner as the Trustee shall determine.

The following principal amounts of the 2013 Certificates maturing _____ shall be subject to mandatory sinking fund prepayment (after credit as provided below) on the following dates:

<u>Date</u>	<u>Principal Amount</u>
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The remaining \$_____ of the Certificates maturing _____ shall be paid upon presentation and surrender at maturity unless prepaid prior to maturity.

On or before the thirtieth (30) day prior to each such sinking fund payment date, the Trustee shall proceed to call the 2013 Certificates indicated above for prepayment from the sinking fund on the next _____ 1, and give notice of such call without other instruction or notice from the State or the Corporation. The amount of each sinking fund installment may be reduced by the principal amount of any 2013 Certificates of the maturity which is subject to sinking fund prepayment on such date and which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) or otherwise canceled and not therefore applied as a credit against a sinking fund installment. Such reductions, if any, shall be applied in such year or years as may be determined by the State.

4.03 Notice of Prepayment.

(a) Notice of the call for any prepayment, identifying the Certificates or portions thereof to be prepaid and the prepayment date and stating that on the prepayment date, the principal amount of the Certificates to be repaid and accrued interest and premium, if any, thereon will become due and payable at the principal office of the Trustee, or such other office as may be designated by the Trustee, and that after the prepayment date, no further interest will accrue on the principal of the Certificates called for prepayment, shall be given by the Trustee by mailing a copy of the prepayment notice by United States first class mail, at least 30 days and not more than 60 days prior to the date fixed for prepayment to the Owner of each Certificate to be prepaid at the address shown on the registration records, to the Municipal Securities Rulemaking Board ("MSRB"); provided, however, that failure to give such notice by mailing to the MSRB or any Owner, or any defect therein, shall not affect the validity of any proceedings with respect to any Certificates to whose Owner a notice was mailed.

(b) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

(c) If at the time of mailing of notice of prepayment there shall not have been deposited with the Trustee moneys sufficient to prepay all the Certificates called for prepayment, which moneys are or will be available for prepayment of Certificates, such notice will state that it is conditional upon the deposit of the prepayment moneys with the Trustee not later than the opening of business on the prepayment date, and such notice shall be of no effect unless such moneys are so deposited.

4.04 Prepayment Payments.

(a) On or prior to the date fixed for prepayment, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Certificates called for prepayment, together with accrued interest thereon to the prepayment date. Upon the giving of notice and the deposit of such funds as may be available for prepayment pursuant to this Indenture, interest on the Certificates or portions thereof thus called for prepayment shall no longer accrue after the date fixed for prepayment.



(b) The Trustee shall pay to the Owners of Certificates so prepaid, the amounts due on their respective Certificates, at the Operations Center of the Trustee upon presentation and surrender of the Certificates.

4.05 Cancellation. All Certificates which have been prepaid shall not be reissued but shall be canceled by the Trustee in accordance with Section 2.09 hereof.

4.06 Delivery of New Certificates Upon Partial Prepayment of Certificates. Upon surrender and cancellation of a Certificate for prepayment in part only, a new Certificate or Certificates of the same series and maturity and of authorized denomination in an aggregate principal amount equal to the unprepaid portion thereof, shall be executed on behalf of and delivered by the Trustee.

ARTICLE V INVESTMENTS

5.01 Investment of Moneys. All moneys held as part of any other fund, account or subaccount created hereunder shall, subject to Sections 5.02 and 6.03 hereof, be deposited or invested and reinvested by the Trustee, as provided in the Investment Instructions and other written directions provided by the State (so long as no Event of Default or Event of Nonappropriation has occurred) in Permitted Investments; provided, however, that the Trustee shall make no deposits or investments of any moneys in any fund or account created hereunder which shall interfere with or prevent withdrawals for payment of Costs of the Projects or for payment of the Certificates, or interest with respect thereto. (If an Event of Default or an Event of Nonappropriation has occurred, the Trustee shall determine the investments to be made, which shall only be in Permitted Investments.) Any and all such deposits or investments shall be held by or under the control of the Trustee. The Trustee may make any and all such deposits or investments through its own trust department or the trust department of any bank or trust company under common control with the Trustee. Income from deposits or investments of moneys held in the Rebate Fund shall be deposited as provided in Section 3.04 hereof and income from deposits or investments of moneys held in any escrow account established pursuant to Section 10.01 hereof shall be deposited as provided in the escrow agreement governing such escrow account. Otherwise, except as otherwise provided by Section 3.02(c) and 3.04(e) hereof, deposits or investments shall at all times be a part of the fund, account or subaccount from which the moneys used to acquire such deposits or investments shall have come, and all income and profits on such deposits or investments shall be credited to, and losses thereon shall be charged against, such fund, account or subaccount. The Trustee shall sell and reduce to cash a sufficient amount of such deposits or investments in the respective funds whenever the cash balance in the Project Account is insufficient to pay a requisition when presented, whenever the cash balance in the Principal Account or Interest Account is insufficient to pay the principal of and interest with respect to the Certificates when due, or whenever the cash balance in any fund or account created hereunder is insufficient to satisfy the purposes of such fund or account. In computing the amount in any fund or account created hereunder for any purpose hereunder, investments shall be valued at cost (exclusive of accrued interest) or par, whichever is less, except that investments in the Reserve Fund shall be valued at fair market value and marked to market on July 1 in each year.

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The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the State that the investment transactions identified therein accurately reflect the investment directions given to the Trustee by the State, unless the State notifies the Trustee in writing to the contrary within thirty (30) days of the date of such statement. The Trustee shall without further direction from the State sell such qualified investments as and when required to make any payment for the purpose for which such investments are held.

5.02 Tax Certification. The State covenants to give investment instructions to the Trustee, while the Financing Lease is in effect, so moneys in any fund or account held by the Trustee under this Indenture, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not, if such instructions are followed, be deposited or invested in a manner which will cause the interest on the Certificates to be included in gross income for federal income tax purposes, and Trustee agrees to follow those instructions.

ARTICLE VI PARTICULAR COVENANTS

6.01 Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants that:

(a) The Corporation (i) is a nonprofit corporation that is organized, validly existing and in good standing under the laws of the State, (ii) is duly qualified to do business in the State and (iii) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to assign the Trust Estate to the Trustee and to execute, deliver and perform its obligations hereunder.

(b) The assignment of the Trust Estate to the Trustee pursuant to this Indenture is in the best interests of the Corporation.

(c) The execution, delivery and performance of this Indenture by the Corporation has been duly authorized by the Corporation.

(d) This Indenture is enforceable against the Corporation in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Nevada and its governmental bodies of the police power inherent in the sovereignty of the State of Nevada and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(e) The execution, delivery and performance of the terms of this Indenture by the Corporation does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitute a default under any of the foregoing, in

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a manner which affects the validity or enforceability of the provisions of this Indenture, the Ground Lease or the Financing Lease.

(f) There is no litigation or proceeding pending or threatened against the Corporation or any other Person affecting the right of the Corporation to execute, deliver or perform its obligations under this Indenture.

(g) The Corporation shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve and renew all the rights and powers provided to it under its articles of incorporation and bylaws, action of its board of directors and applicable law; provided, however, that this covenant shall not prevent the assumption, by operation of law or otherwise, by any Person of the rights and obligations of the Corporation hereunder, but only if and to the extent such assumption does not materially impair the rights of the Owners of any Outstanding Certificates or of the State.

(h) The Corporation shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under the provisions of this Indenture, the Financing Lease, any other instrument or other arrangement to which it is a party that benefits the Owners of any Outstanding Certificates and any other Requirement of Law.

6.02 Insurance or Condemnation Proceeds. In the event insurance or condemnation proceeds arise under the Financing Lease, State or NSHE must notify Trustee within forty (40) days of receipt of such insurance or condemnation proceeds under the Financing Lease of its intention to use those proceeds to redeem the Certificates or rebuild the Project.

6.03 Tax Covenant. The Corporation shall not take any action or omit to take any action with respect to the Certificates, the proceeds of the Certificates, the Trust Estate, the Leased Property or any other funds or property of the Corporation and it will not permit any other Person to take any action or omit to take any action with respect to the Trust Estate or the Leased Property or the use thereof if such action or omission would cause interest with respect to any of the Certificates to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (except, with respect to corporations, as such interest is required to be taken into account in determining "adjusted net book earnings" for the purpose of computing the alternative minimum tax imposed on such corporations). The covenant set forth in this Section shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations in fulfilling such covenants have been met. The covenants set forth in this Section shall not, however, apply to any series of Certificates if, at the time of execution and delivery, the State, NSHE and the Corporation intend the interest with respect to such series of Certificates to be subject to federal income tax.

6.04 Title Insurance. The Trustee shall be provided with a standard owners title insurance policy insuring NSHE's title to the real estate included in the Leased Property, and the Corporation's leasehold interest therein, subject only to Permitted Encumbrances, in an amount not less than the lesser of either the Outstanding amount of Certificates or the insurable value of such real property. Such policy, or a binding commitment therefor, shall be provided to the

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Trustee concurrently with the execution and delivery of any Certificates and shall name the Trustee as an additional insured with respect to its interest in the Leased Property under this Indenture.

6.05 Sale or Encumbrance of Leased Property. As long as there are any Outstanding Certificates, and as except otherwise permitted by this Indenture and except as the Financing Lease otherwise specifically requires, the Corporation shall not sell or otherwise dispose of its interest in the Leased Property.

6.06 Rights of Trustee under Financing Lease and Ground Lease. The State and the Corporation hereby covenant to the Trustee for the benefit of the Owners that the State and the Corporation will observe and comply with their obligations under the Financing Lease and Ground Lease, and that all the representations made by the State and the Corporation in the Financing Lease and Ground Lease are true. Wherever in the Financing Lease or Ground Lease it is stated that the State will notify the Corporation, or wherever the Financing Lease or Ground Lease gives the Corporation or the Trustee some right or privilege, such part of the Financing Lease or Ground Lease shall be as if it were set forth in full in this Indenture. The Corporation agrees that the Trustee, as assignee of the Corporation under the Financing Lease and Ground Lease, may enforce, in its name or in the name of the Corporation, all rights of the Corporation and all obligations of the State and NSHE under the Financing Lease and Ground Lease, for and on behalf of the Owners, whether or not the Corporation is in default under this Indenture.

6.07 Defense of Trust Estate. The Corporation shall at all times, to the extent permitted by law, defend, preserve and protect its title to the Leased Property and the other property or property rights included the Trust Estate, the assignment of the Trust Estate to the Trustee under this Indenture and all the rights of the Owners under this Indenture against all claims and demands of all Persons whomsoever.

6.08 Inspection of the Leased Property. The Trustee and its duly authorized agents shall have the rights (but shall have no obligation), on reasonable notice to the Corporation, NSHE and the State, at all reasonable times, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Corporation, NSHE and the State for security purposes). The Trustee and its duly authorized agents, and the State and NSHE, shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Corporation with respect to the Leased Property.

6.09 Termination of Ground Lease. State and NSHE each agrees that in the event of a default of the Corporation under the Ground Lease, it may not terminate Trustee's interest under the Ground Lease as an assignee of the Corporation, but may only terminate Corporation's interest in the Ground Lease. Trustee's rights and interests in the Ground Lease as an assignee of the Corporation shall remain in full force and effect notwithstanding any default by the Corporation or termination of the Corporation's interest in the Ground Lease.

ARTICLE VII DEFAULTS AND REMEDIES

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7.01 Events of Default. Any of the following shall constitute an "Event of Default" under this Indenture:

(a) Default in the payment of the principal of any Certificate when the same shall become due and payable, whether at the stated maturity thereof or upon proceedings for redemption.

(b) Default in the payment of any installment of interest with respect to any Certificate when the same shall become due and payable.

(c) The occurrence of an Event of Nonappropriation or an Event of Default under the Financing Lease.

(d) Failure by the Corporation, NSHE or the State to cure any noncompliance with any other provision of this Indenture within 30 days after receiving notice of such noncompliance from the Trustee.

7.02 Remedies on Default.

(a) Upon the occurrence of an Event of Default under the Financing Lease, the Trustee, as assignee of the rights of the Corporation under the Financing Lease may at the request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding shall, without any further demand or notice, take one or any combination of the remedial steps described in the Financing Lease. Trustee as assignee of Corporation is entitled to possession of the Leased Property in such an Event of Default only for the period specified in the Ground Lease and after such period the Leased Property and the 2013 Project shall revert to NSHE.

(b) Upon the occurrence of an Event of Nonappropriation, the Trustee may exercise any and all rights or remedies the Corporation would be entitled to exercise in such an event under the Financing Lease. The Trustee may and at the request of the Owners of a majority of the aggregate principal amount of the Certificates then Outstanding shall, without any further demand, exercise any and all rights or remedies the Corporation would be entitled to exercise in such an event under the Financing Lease. The Trustee, as assignee of Corporation, is entitled to possession of the Leased Property in such an Event of Nonappropriation only for the period specified in the Ground Lease and after such period, the Leased Property shall revert to the State.

(c) The Trustee shall be entitled for the benefit of the owners of the Certificates then Outstanding, upon any Event of Default described in Section 7.01(c) hereof, to any moneys in any funds or accounts created hereunder (except the Rebate Fund and any escrow accounts established pursuant to Section 10.01 hereof). In addition, in the circumstances described in Section 4.01, the Trustee shall promptly designate a prepayment date and call the Certificates for prepayment in whole as provided in Section 4.01.

(d) Upon any Event of Default described in Section 7.01(a) or (b) hereof, the Trustee may take whatever action at law or in equity may appear necessary or desirable to enforce the rights of the Owners, including but not limited to, its rights as assignee of the

Corporation's rights under the Ground Lease and the Financing Lease. Trustee may sell, lease or otherwise transfer any portion of the Trust Estate as it desires to be in the best interests of the Certificate holders and apply the proceeds thereof to making payments thereon when due or under Section 4.01 as the case may be.

(e) No right or remedy is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(f) Subject to Section 7.03 hereof, if any Event of Default under this Indenture shall have occurred and if requested by the Owners of a majority in aggregate principal amount of Certificates then Outstanding, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners.

(g) The Trustee, as assignee of the rights of the Ground Lease and the Financing Lease, shall control all remedies available to the Corporation under the Ground Lease and the Financing Lease. In addition the Trustee may determine to abandon the Ground Lease, the Financing Lease or both.

7.03 Majority of Owners May Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Certificates then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof.

7.04 Rights and Remedies of Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default under this Indenture has occurred of which the Trustee has been notified as provided in Section 8.02(h) hereof, or of which by Section 8.02(h) hereof it is deemed to have notice, and the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceedings in its own name; and such notification and request are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his, her, its or their action or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing contained in this Indenture shall, however, affect or impair the right of any Owner to enforce the

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payment of the principal of or interest with respect to any Certificate at and after the maturity thereof.

7.05 Purchase of the Leased Property by Owner or Trustee; Application of Certificates Toward Purchase Price. Upon the occurrence of an Event of Default hereunder, the rights of the Trustee to the Leased Property created and vested in the Trustee hereunder may, in addition to all other remedies, may be sold at public auction or by any other manner the Trustee deems reasonable. Upon any such sale, any Owner or the Trustee may bid for and purchase the Leased Property; and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the property interest sold in his, her, its or their own absolute right without further accountability. If the Trustee shall acquire the leasehold interest in the Leased Property as a result of any such sale, or any other proceeding, the Trustee may thereafter sublease such interest in the Leased Property; and may take any further lawful action with respect to that interest in the Leased Property which it shall deem to be in the best interest of the Owners, including but not limited to the enforcement of all rights and remedies set forth in the Financing Lease and this Indenture and the taking of all other courses of action permitted herein or therein.

7.06 Waiver of Appraisalment, Valuation, Stay, Execution and Redemption Laws. The Corporation agrees, to the extent permitted by law, that in case of the occurrence of an Event of Default hereunder, neither the Corporation nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of this Indenture, or the Financing Lease or the absolute sale of the Trust Estate to the extent permitted hereunder, or the final and absolute surrender of possession, immediately after such sale, to the purchasers; and the Corporation, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the estates comprised in the security intended to be hereby created marshaled upon exercise of the remedies provided herein and agrees that the Trustee may sell the Leased Property as an entirety.

7.07 Trustee May Enforce Rights Without Certificates. All rights of action and claims under this Indenture or any of the Certificates Outstanding hereunder may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Certificates, and any recovery of judgment shall be for the ratable benefit of the Owners, subject to the provisions hereof.

7.08 Trustee to File Proofs of Claim in Receivership, Etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Leased Property, the Trustee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings for the entire amount due and payable with respect to the Certificates under this Indenture, at the date of the institution of such proceedings and for any additional amounts which

may become due and payable by it after such date, without prejudice, however, to the right of any Owner to file a claim in its own behalf.

7.09 Delay or Omission No Waiver. No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any Event of Default hereunder shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

7.10 No Waiver of One Event of Default to Affect Another. No waiver of any Event of Default hereunder, whether by the Trustee or the Owners, shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon.

7.11 Discontinuance of Proceedings on Event of Default; Position of Parties Restored. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Corporation, the State, the Trustee and the Owners shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

7.12 Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and notwithstanding anything else to the contrary contained in this Indenture shall do so upon the written request of the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding; provided, however, that there shall not be waived without the consent of the Owners of 100% of the Certificates then Outstanding as to which the Event of Default exists (a) any Event of Default in the payment of the principal with respect to any Outstanding Certificates at the date of maturity specified therein or (b) any Event of Default in the payment when due of the interest with respect to any such Certificates, unless prior to such waiver or rescission, all arrears of interest and all arrears of payments of principal then due (including interest on all overdue installments at the highest rate due with respect to the Certificates), and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such Event of Default hereunder shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Corporation, the Trustee, the State and the Owners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default hereunder, or impair any right consequent thereon.

7.13 Application of Excess Monies. If an event of Default occurs hereunder and the Trustee exercises its remedies hereunder and as a result thereof all of the Certificate Owners are paid in full as to all principal, interest and redemption premiums, and otherwise made whole for any damages they suffered as a result of such Event of Default, and all fees and expenses of the Trustee are paid in full and thereafter, there remain proceeds from the Trustee's exercise of the remedies granted hereunder, such excess proceeds shall be paid to the State.

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7.14 Enforcement by State. The State is hereby granted the right to bring an action to enforce the provisions of this Indenture in the event the Trustee defaults in the performance of its duties hereunder.

ARTICLE VIII CONCERNING THE TRUSTEE

8.01 Representations, Covenants and Warranties Regarding Execution, Delivery and Performance of Indenture. The Trustee represents, covenants and warrants that:

(a) The Trustee (i) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States of America and (ii) is authorized, under its articles of incorporation, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to accept the grant of the Trust Estate (defined herein) from the Corporation hereunder and to execute, deliver and perform its obligations under this Indenture.

(b) The execution, delivery and performance of this Indenture by the Trustee has been duly authorized by the Trustee.

(c) This Indenture is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Nevada and its governmental bodies of the police power inherent in the sovereignty of the State of Nevada and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Indenture by the Trustee does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Indenture or the Financing Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon the Trust Estate or any of the property or assets of the Trustee.

(e) There is no litigation or proceeding pending or threatened against the Trustee affecting the right of the Trustee to execute, deliver or perform its obligations under this Indenture.

(f) The Trustee acknowledges and recognizes that the Financing Lease will be terminated upon the occurrence of an Event of Nonappropriation thereunder, and that a failure by the State to appropriate funds in a manner that results in an Event of Nonappropriation under the Financing Lease is solely within the discretion of the legislature of the State.

8.02 Duties of the Trustee. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default hereunder and after the curing of all Events of Default which may have occurred under this Indenture, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default hereunder has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise as a reasonable and prudent man would exercise or use under the circumstances in the conduct of the affairs of another.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to act upon an Opinion of Counsel rendered in good faith, and to rely conclusively thereon concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon an Opinion of Counsel and shall not be responsible for any loss or damage resulting from any action or nonaction taken by or omitted to be taken in good faith in reliance upon such Opinion of Counsel.

(c) The Trustee shall not be responsible for any recital herein (except those in Section 8.01) or in the Certificates (except in respect of the execution of the Certificates on behalf of the Trustee), for collecting any insurance moneys or for the validity of the execution by the Corporation and the State of this Indenture, any Supplemental Indenture or any instruments of further assurance, or for the sufficiency of the security for the Certificates executed and delivered hereunder or intended to be secured hereby, or for the value of or title to the Leased Property. The Trustee shall have no obligation to perform any of the duties of the Corporation under the Financing Lease; and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds or early liquidation thereof, made by it pursuant to instructions from the State in accordance with Article V hereof.

(d) The Trustee shall not be accountable for the use of any Certificates delivered to the Initial Purchaser hereunder. The Trustee may become the Owner of Certificates with the same rights which it would have if not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably and in good faith believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate shall be conclusive and binding upon any Certificates executed and delivered in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the State or the Corporation by the State Representative or the Corporation Representative, as the case may be, or such other person as may be designated for

such purpose by the State or the Corporation, as the case may be, as sufficient evidence of the facts therein contained.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct (including a breach of fiduciary duty).

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the State to cause to be made any of the payments to the Trustee required to be made by Article III hereof, unless the Trustee shall be specifically notified in writing of such Event of Default by the Owners of at least 10% in aggregate principal amount of Certificates then Outstanding.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law.

(j) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to inspect any and all of the Leased Property (subject to such regulations as may be imposed by the Corporation or the State for security purposes), including all books, papers and records of the Corporation pertaining to the Leased Property.

(k) The Trustee shall not be required to give any Certificate or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand in respect of the delivery of any Certificates, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee.

(m) The Trustee shall not be required to advance or use any of its own funds or otherwise incur any financial liability in the performance of its obligations hereunder or in the exercise of its rights and powers unless it has received assurances and indemnity satisfactory to it against such risks and liabilities.

(n) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other like occurrences beyond the control of the Trustee; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(o) The Trustee agrees to accept and act upon electronic mail or facsimile transmission of written instructions and/or directions pursuant to this Indenture provided, however, that: (a) subsequent to such electronic mail or facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

8.03 Compensation of Trustee. For its services during the Lease Term, the Trustee shall be entitled to \$ _____ at the commencement thereof as compensation for its customary administrative services. Miscellaneous Services as defined in the fee schedule dated _____, 2013 and furnished to the Treasurer prior to the date hereof will be billed to the State as incurred. In no event shall the Trustee be obligated to advance its own funds in order to take any action hereunder. The rights of the Trustee to payments pursuant to this Article VIII shall be superior to the rights of the Owners with respect to the Trust Estate and the Trustee shall have a lien therefor on any and all funds, except the Rebate Fund and moneys held for payment of the principal of or interest on particular Certificates after the due dates thereof, at any time held under this Indenture, which lien shall be prior and superior to the lien of the Owners.

8.04 Resignation or Replacement of Trustee.

(a) The present or any future Trustee may resign by giving written notice to the State, NSHE and the Corporation not less than 30 days before such resignation is to take effect. Such resignation shall take effect only upon the appointment of a successor qualified as provided in subsection (c) of this Section; provided, however, that if no successor is appointed within 30 days following the date designated in the notice for the Trustee's resignation to take effect, the resigning Trustee may petition a court of competent jurisdiction for the appointment of a successor. The present or any future Trustee may be removed at any time prior to the occurrence of an Event of Default hereunder, by the State or NSHE for any reason, or at any time by an instrument in writing, executed by the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, for any breach of any of the Trustee's duties hereunder. Such removal shall take effect on the appointment of a successor trustee hereunder.

(b) In case the present or any future Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Owners of a majority in aggregate principal amount of the Certificates Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys in fact duly appointed; provided that the State or NSHE may, by an instrument executed, appoint a successor until a new successor shall be appointed by the Owners as herein authorized. The State or NSHE upon making such appointment shall forthwith give notice thereof to each Owner, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor so appointed by the State shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Owners of a majority in aggregate principal amount of the Certificates Outstanding.

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(c) Every successor shall be a bank or trust company in good standing, located in or incorporated under the laws of the United States or any State thereof duly authorized to exercise trust powers and subject to examination by federal or state authority, qualified to act hereunder, having a capital and surplus of not less than \$10,000,000. Any successor appointed hereunder shall execute, acknowledge and deliver to the State and the Corporation an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor in the trust hereunder with like effect as if originally named as Trustee herein; but the Trustee retiring shall, nevertheless, on the written demand of its successor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the predecessor, which shall duly assign, transfer and deliver to the successor all properties and moneys held by it under this Indenture. Should any instrument in writing from the State and the Corporation be required by any successor for more fully and certainly vesting in and confirming to it, the said instruments in writing shall, at the reasonable discretion of the State and the Corporation, be made, executed, acknowledged and delivered by the State and the Corporation on request of such successor.

8.05 Conversion, Consolidation or Merger of Trustee. Any bank or trust company into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business as a whole shall be the successor of the Trustee under this Indenture with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto or thereto, anything herein or therein to the contrary notwithstanding. In case any of the Certificates to be executed and delivered hereunder shall have been executed, but not delivered, any successor Trustee may adopt the signature of any predecessor Trustee, and deliver the same as executed; and, in case any of such Certificates shall not have been executed, any successor Trustee may execute such Certificates in the name of such successor Trustee.

8.06 Intervention by Trustee. In any judicial proceeding to which the Corporation or the State is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 10% in aggregate principal amount of Certificates Outstanding.

ARTICLE IX SUPPLEMENTAL INDENTURES

9.01 Supplemental Indentures Not Requiring Consent of Owners. The Trustee and the Corporation may, without the consent of, or notice to, the Owners enter into a Supplemental Indenture for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the State or the Corporation contained in this Indenture other covenants and agreements to be thereafter observed by the State or the Corporation;

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(b) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Indenture, or to make any provisions with respect to matters arising under this Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners;

(c) to set forth the terms and conditions and other matters in connection with the execution and delivery of Additional Certificates, pursuant to Section 2.10 hereof, including Additional Certificates executed and delivered with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof and Additional Certificates which by their terms appreciate in value to a stated face amount at maturity;

(d) to effect any change in connection with the preservation of the exclusion from gross income for federal income tax purposes interest with respect to the Certificates; or

(e) to effect any other changes in this Indenture which with in the opinion of Bond Counsel, do not materially adversely affect the rights of the Owners.

9.02 Supplemental Indentures Requiring Consent of Owners.

(a) The written consent of the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding shall be required for the execution by the Corporation and the Trustee of any Supplemental Indenture other than as provided in Section 9.01; provided, however, that without the consent of the Owners of all the Certificates Outstanding adversely affected thereby nothing herein contained shall permit, or be construed as permitting:

(i) a change in the terms of prepayment or maturity of the principal amount of or the interest with respect to any Outstanding Certificate, or a reduction in the principal amount of any prepayment of any Outstanding Certificate or the rate of interest with respect thereto, without the consent of the Owner of such Certificate;

(ii) the deprivation as to the Owner of any Certificate Outstanding of the lien created by this Indenture (other than as originally permitted hereby);

(iii) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates, except as permitted herein; or

(iv) a reduction in the percentage of the aggregate principal amount of the Certificates required for consent to any Supplemental Indenture.

(b) If at any time the Corporation shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section, and consent of all or a portion of the Owners of the Certificates is needed under subsection (a) hereof, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to the Owners of the Certificates at the addresses last shown on the registration records of the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If, within 60 days or such longer period as shall be prescribed by the State and

the Corporation following the mailing of such notice, the Owners of the required Certificates Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or to enjoin or restrain the Trustee, the State or the Corporation from executing the same or from taking any action pursuant to the provisions thereof.

9.03 Execution of Supplemental Indenture. The Trustee is authorized to join with the Corporation in the execution of any Supplemental Indenture entered into in accordance with this Article and to make further agreements and stipulations which may be contained therein, but the Trustee shall not be obligated to enter into any Supplemental Indenture which affects its rights, duties or immunities under this Indenture. Any Supplemental Indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such Supplemental Indenture shall be deemed to be part of this Indenture for any and all purposes. In case of the execution and delivery of any Supplemental Indenture, express reference may be made thereto in the text of the Certificates executed and delivered thereafter, if any, if deemed necessary or desirable by the Trustee.

9.04 Amendments, etc., of the Financing Lease and Project Documents Not Requiring Consent of Owners. In addition, the State and the Corporation may, with the written consent of the Trustee and, but without the consent of or notice to the Owners, amend, change or modify the Financing Lease, the Ground Lease, or any Project Contract as may be required:

(a) by the provisions of the Financing Lease, the Ground Lease or this Indenture;

(b) for the purpose of curing any ambiguity or formal defect or omission in the Financing Lease;

(c) in order more precisely to identify the Leased Property or to add additional or substituted improvements or properties acquired in accordance with the Financing Lease;

(d) in order to provide for the acquisition, construction or installation of additional property under the Financing Lease or the Ground Lease;

(e) in connection with the execution and delivery of Additional Certificates, including Additional Certificates executed and delivered with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof and Additional Certificates which by their terms appreciate in value to a stated face amount at maturity;

(f) in connection with any Supplemental Indenture permitted by this Article;

(g) to effect any change in connection with the preservation of the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates;

(h) to effect any change that (i) does not reduce the revenues available to the Trustee from the Financing Lease below the amount required to make all the payments and

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transfers required by Article III hereof, (ii) does not materially reduce the value of the Leased Property and (iii) does not adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates;

(i) to effect any change to any Project permitted by, and in accordance with the terms of, the Financing Lease, any similar lease or agreement relating to any other Project and the applicable Project Contracts; or

(j) to effect any other changes in the Financing Lease or any Project Document which, in the opinion of Bond Counsel or the Trustee, do not materially adversely affect the rights of the Owners.

9.05 Amendments, etc., of the Financing Lease or the Ground Lease Requiring Consent of Owners. Except for the amendments, changes or modifications permitted by Section 9.04 hereof, none of the State, the Corporation or the Trustee shall consent to any other amendment, change or modification of the Financing Lease or the Ground Lease without notice to the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding given and procured as provided in Section 9.02 hereof. If at any time the Corporation shall request the consent of the Trustee to any such proposed amendment, change or modification of the Financing Lease, the Trustee shall, upon receipt of amounts necessary to pay expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 9.02 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Owners.

9.06 Notices to Rating Agencies. Notice of any Supplemental Indenture or amendment to the Ground Lease or Financing Lease shall be given to any rating agency rating the Certificates at least 15 days before the effective date thereof. In addition, all notices, certificates, or other communications given to the Owners hereunder shall also be given to any rating agency rating the Certificates.

ARTICLE X MISCELLANEOUS

10.01 Discharge of Indenture.

(a) If, when the Certificates secured hereby shall become due and payable in accordance with their terms or otherwise as provided in this Indenture, the whole amount of the principal of and interest due and payable upon all of the Certificates shall be paid, or provision shall have been made for the payment of the same, together with all other sums payable hereunder, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the State and the Corporation to the Trustee and the Owners shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall transfer and convey to (or to the order of) the State all property assigned, pledged or mortgaged to the Trustee by the State and the Corporation then held by the Trustee pursuant to this Indenture, and the Trustee shall execute such documents as may be

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reasonably required by the State and shall turn over to (or to the order of) the State and the Corporation any surplus in any fund, account or subaccount (except the Rebate Fund) created under this Indenture, except any escrow accounts theretofore established pursuant to this Section.

(b) All or any portion of the Outstanding Certificates shall prior to the maturity or prepayment date thereof be deemed to have been paid ("defeased") within the meaning and with the effect expressed in this Section if (i) in case said Certificates are to be prepaid on any date prior to their maturity, the State shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to give notice of prepayment of such Certificates on said prepayment date, such notice to be given on a date and otherwise in accordance with the provisions of Section 4.03 hereof, (ii) there shall have been deposited in trust either moneys in an amount which shall be sufficient, or Defeasance Securities which shall not contain provisions permitting the prepayment thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held in trust at the same time, shall be sufficient to pay when due the principal of and interest due and to become due with respect to said Certificates on and prior to the prepayment date or maturity date thereof, as the case may be and (iii) a certified public accountant shall have delivered a verification report to the Trustee verifying the deposit described in clause (ii) above to the Trustee. If an agreement to deliver Defeasance Securities in the future (a "Forward Supply Contract") is used in connection with any defeasance under this Indenture, (x) the verification report must expressly state that adequacy of the deposit initially made with the Trustee to accomplish the defeasance relies solely on the initial investments and cash deposited and the maturing principal thereof and interest thereon and does not assume performance under the Forward Supply Contract and (y) in the event of a discrepancy between this Indenture (and any escrow agreement executed in connection with such defeasance) and the Forward Supply Contract, the provisions of this Indenture (and any such Escrow agreement) shall be controlling. Neither the Defeasance Securities nor moneys deposited in trust pursuant to this Section or principal or interest payments with respect to any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest with respect to said Certificates; provided any cash received from such principal or interest payments on such Defeasance Securities deposited in trust, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities of the type described in clause (ii) of this subsection maturing at the times and in amounts sufficient to pay when due the principal of and interest to become due with respect to said Certificates on or prior to such prepayment date or maturity date thereof, as the case may be. At such time as any Certificates shall be deemed paid as aforesaid, such Certificates shall no longer be secured by or entitled to the benefits of this Indenture, except for the purpose of exchange and transfer and any payment from such moneys or Defeasance Securities deposited in trust.

(c) Prior to any discharge of this Indenture pursuant to this Section or the defeasance of any Certificates pursuant to this Section becoming effective, there shall have been delivered to the State, the Corporation, the Trustee and NSHE an opinion of Bond Counsel, addressed to the State, the Corporation, the Trustee and NSHE, to the effect that all requirements of the Indenture for such defeasance have been complied with and that such discharge or defeasance will not constitute a violation by the Corporation of the tax covenant in Section 6.03 hereof or of the State's or NSHE's tax covenant in the Financing Lease.

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(d) In the event that there is a defeasance of only part of the Certificates of any maturity, the Trustee shall, if requested by the State, institute a system to preserve the identity of the individual Certificates or portions thereof so defeased, regardless of changes in Certificate numbers attributable to transfers and exchanges of Certificates.

10.02 Further Assurances and Corrective Instruments. The State, NSHE, the Corporation and the Trustee agree that so long as this Indenture is in full force and effect, the State, NSHE, the Corporation and the Trustee shall have full power to carry out the acts and agreements provided herein and they will from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Trust Estate, or for otherwise carrying out the intention of or facilitating the performance of this Indenture.

10.03 Financial Obligations of the State, NSHE and the Corporation Limited to Trust Estate. Notwithstanding any other provision hereof, all financial obligations of the State, NSHE and the Corporation under this Indenture are limited to the Trust Estate.

10.04 Evidence of Signature of Owners and Ownership of Certificates.

(a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing, proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(i) The fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public; and

(ii) The fact of the ownership by any person of Certificates and the amounts and numbers of such Certificates, and the date of the ownership of the same, may be proved by the registration records of the Trustee.

(b) Any request or consent of the Owner of any Certificate shall bind all transferees of such Certificate in respect of anything done or suffered to be done by the State, the Corporation or the Trustee in accordance therewith.

10.05 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Corporation, the State, NSHE, the Trustee and the Owners of the Certificates, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Corporation or the Trustee shall be for the sole and exclusive benefit of the

Corporation, the State, NSHE, the Trustee and the Owners and their respective successors and assigns.

10.06 State, NSHE Corporation and Trustee Representatives. Whenever under the provisions hereof the approval of the State, NSHE, the Corporation or the Trustee is required, or the State, NSHE, the Corporation or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the State or NSHE by the State Representative, Corporation by the Corporation Representative and for the Trustee by the Trustee Representative, and the Corporation, the Trustee, NSHE and the State shall be authorized to act on any such approval or request.

10.07 Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

10.08 Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given when mailed by certified or registered mail, postage prepaid, addressed as follows: if to the State, NSHE or the Corporation, to the persons and addresses listed in Section 16.2 of the Financing Lease; if to the Trustee, to U.S. Bank National Association, _____. The entities listed above may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

10.09 No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the State, NSHE, the Corporation or the Trustee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the State, NSHE, the Corporation or the Trustee, as the case may be, and not of any member, director, officer, employee, servant or other agent of the State, NSHE, the Corporation or the Trustee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the State, NSHE, the Corporation or the Trustee or any natural person executing this Indenture or any related document or instrument.

10.10 Nature of State Obligations; Need for Appropriations. All of the State's obligations under this Indenture are subject to the State lawfully making an appropriation to pay the amount needed to fulfill the obligation and are binding upon the State only to the extent such an appropriation is made. Nothing herein obligates the State to make any such appropriation.

10.11 Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Indenture is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture.

10.12 Severability. In the event that any provision of this Indenture, other than the obligation of the State and the Corporation to deliver the Trust Estate to the Trustee, shall be held

invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.13 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

10.14 Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Indenture. The parties and the State consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Indenture and to exclusive venue in the Nevada state district court in Carson City. The parties and the State waive any immunity from suit based on this Indenture they otherwise may have in any lawsuit brought in Nevada district court in Carson City.

10.15 Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation and the Trustee have executed this Indenture as of the date first above written.

NEVADA REAL PROPERTY CORPORATION

By: _____
President

U.S. Bank National Association
As Trustee

By: _____
Authorized Signatory

STATE OF NEVADA)
) ss.
CARSON CITY)

This instrument was acknowledged before me on _____ by
_____ as _____ of the Nevada Real Property
Corporation.

(SEAL)

Notary Public

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State of _____)
County of _____) ss.

On _____, before me, _____, a Notary Public, personally appeared _____,

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[Signature Page to Indenture of Trust]

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APPENDIX A

FORM OF 2013 CERTIFICATE

LEASE REVENUE CERTIFICATE OF PARTICIPATION
(Nevada State College Project), Series 2013C
Evidencing Assignment of a
Proportionate Undivided Interest in the
Right to Receive Certain Revenues Payable by the

STATE OF NEVADA

Under a Lease Purchase Agreement dated as of [date], 2013 with
NEVADA REAL PROPERTY CORPORATION

No. _____ \$ _____
Interest Rate: _____ **Maturity Date:** _____ **Original Issue Date:** _____ **CUSIP** _____
_____ % _____, 2013 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

THIS CERTIFIES THAT THE REGISTERED OWNER (named above), or registered assigns, has a proportionate undivided interest in rights to receive Base Rent, as described below, pursuant to a Lease Purchase Agreement dated as of [date], 2013 (which Agreement as from time to time amended is referred to herein as the "Financing Lease"), between the NEVADA REAL PROPERTY CORPORATION, a Nevada nonprofit corporation, as lessor (the "Corporation") and State of Nevada, acting by and through the Nevada System of Higher Education ("NSHE"), as lessee (the "State") thereunder. The interest of the Registered Owner of this Certificate Of Participation (Nevada State College Project), Series 2013C (this "Certificate") is secured as provided in the Financing Lease and in the Indenture of Trust dated as of [date], 2013 (which Indenture as from time to time amended is herein referred to as the "Indenture"), between the Corporation and U.S. Bank National Association, as Trustee, or its successor (the "Trustee") for the Registered Owners of the Certificates (the "Certificate Owners"), whereby the rights (with certain exceptions) of the Corporation under the Financing Lease have been assigned by the Corporation to the Trustee for the benefit of the Certificate Owners. Pursuant to the Financing Lease and the Indenture, the Registered Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date (stated above) (or earlier as hereinafter provided), the Principal Sum (stated above), and interest thereon as described in the Indenture at the Interest Rate (stated above) and payable semiannually on June 1 and December 1 of each year, commencing _____ 1, 2014. The principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender of this Certificate at the principal corporate trust office of the Trustee; and interest with respect to this Certificate is payable to the Registered Owner hereof by check or draft of the Trustee to be

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mailed to such Registered Owner, on or before each interest payment date (or, if such interest payment date is not a Business Day, as defined in the Indenture, on or before the next succeeding Business Day), at the address of such Registered Owner as it last appears in the registration books kept by the Trustee; provided, however, the Trustee may make payments of interest with respect to this Certificate by such alternate means as may be mutually agreed upon by the Registered Owner hereof and the Trustee, with any cost or expense to be paid by the Registered Owner.

The Certificates are subject to optional prepayment and mandatory sinking fund prepayment at the time and in the manner provided in the Indenture, on not less than 30 days' notice in the manner provided by the Indenture.

The Certificates are also subject to prepayment in whole at the prices provided in the Indenture (which may be less than par) in certain events following an Event of Nonappropriation or Event of Default under the Financing Lease.

This Certificate is one of a series of Certificates of Participation (Nevada State College Project), Series 2013C evidencing assignments of proportionate undivided interests in rights to receive certain revenues, as described below, pursuant to the Financing Lease and the Indenture, executed and delivered in an aggregate principal amount of \$ _____, pursuant to the Indenture for the purpose of construction of a nursing/science/education building and a student activities/administration building. Under the Financing Lease the State has agreed, subject to appropriation as provided therein, to pay directly to the Trustee rental payments (the "Base Rentals") in consideration for its right to use the Leased Property, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal of and interest with respect to the Certificates. In addition to the Base Rentals, the State has agreed, subject to appropriation as provided in the Financing Lease, to make certain other payments (the "Additional Rentals") sufficient to pay the fees and expenses of the Trustee, certain insurance premiums, taxes, utility charges, costs of maintenance and repair and other expenses expressly required to be paid by the State under the Financing Lease.

The obligation of the State to pay Base Rentals and Additional Rentals under the Financing Lease will terminate in the event that the State, for any reason, fails to budget and appropriate, specifically with respect to the Financing Lease, moneys to pay all Base Rentals and reasonably estimated Additional Rentals during the next occurring fiscal year term of the State. In the event that the Lease Term (as defined in the Financing Lease) is terminated by the State as set forth above (herein referred to as an "Event of Nonappropriation") or is terminated by reason of an Event of Default (as defined in the Financing Lease), the principal amount of this Certificate and interest with respect thereto will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from the leasing of or a liquidation of the interest of the Corporation in the Leased Property.

Under certain circumstances, this Certificate and the interest with respect thereto may also be payable from the Net Proceeds (as defined in the Financing Lease) of title or casualty insurance policies or condemnation awards.

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Reference is hereby made to the Financing Lease and the Indenture for a description of the rights, duties and obligations of the State, NSHE, the Corporation, the Trustee and the Certificate Owners, the terms upon which the Certificates are secured, the terms and conditions upon which the Certificates will be deemed to be paid at or prior to maturity or redemption of the Certificates upon the making of provision for the full or partial payment thereof, and the rights of the Certificate Owners upon the occurrence of an Event of Default or an Event of Nonappropriation.

NONE OF THE FINANCING LEASE, THE INDENTURE, OR THE CERTIFICATES CONSTITUTES A GENERAL OBLIGATION OR A DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NONE OF THE FINANCING LEASE, THE INDENTURE OR THE CERTIFICATES HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE STATE TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR ANY FISCAL YEAR IN WHICH THE FINANCING LEASE SHALL BE IN EFFECT. EXCEPT TO THE EXTENT PAYABLE FROM THE PROCEEDS OF THE SALE OF THE CERTIFICATES AND INCOME FROM THE INVESTMENT THEREOF, FROM NET PROCEEDS OF CERTAIN INSURANCE POLICIES AND CONDEMNATION AWARDS, FROM NET PROCEEDS OF THE LEASING OF OR A LIQUIDATION OF THE LEASED PROPERTY OR FROM OTHER AMOUNTS MADE AVAILABLE UNDER THE INDENTURE, THE CERTIFICATES WILL BE PAYABLE DURING THE LEASE TERM SOLELY FROM BASE RENTALS TO BE PAID BY THE STATE UNDER THE FINANCING LEASE. ALL PAYMENT OBLIGATIONS OF THE STATE UNDER THE FINANCING LEASE, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION OF THE STATE TO PAY BASE RENTALS, ARE FROM YEAR TO YEAR ONLY AND DO NOT CONSTITUTE A MANDATORY PAYMENT OBLIGATION OF THE STATE IN ANY FISCAL YEAR BEYOND A FISCAL YEAR IN WHICH THE FINANCING LEASE SHALL BE IN EFFECT.

THE FINANCING LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT. IN SUCH EVENT, ALL PAYMENTS FROM THE STATE UNDER THE FINANCING LEASE WILL TERMINATE, AND THE CERTIFICATES AND THE INTEREST WITH RESPECT THERETO WILL BE PAYABLE FROM CERTAIN MONEYS, IF ANY, HELD BY THE TRUSTEE UNDER THE INDENTURE, AND ANY MONEYS MADE AVAILABLE BY ACTION OF THE TRUSTEE REGARDING THE LEASED PROPERTY. THE CORPORATION HAS NO OBLIGATION TO MAKE ANY PAYMENTS ON THE CERTIFICATES. NEITHER THE CERTIFICATES, THE FINANCING LEASE NOR THE INDENTURE SHALL GIVE RISE TO A PECUNIARY LIABILITY OF THE CORPORATION.

The Certificates are executed and delivered solely as fully registered Certificates. The Certificates are not transferable except as provided in the Indenture.

The Trustee may waive an Event of Nonappropriation or an Event of Default under certain circumstances as provided in the Financing Lease and the Indenture.

The Indenture permits amendments thereto and to the Financing Lease, upon the agreement of the State and the Trustee and compliance with the other requirements of the Indenture.

Any consent or request by the Registered Owner of this Certificate shall be conclusive and binding upon such owner and upon all future registered owners of this Certificate and of any Certificate executed and delivered upon the transfer of this Certificate whether or not notation of such consent or request is made upon this Certificate.

This Certificate is executed and delivered with the intent that the laws of the State of Nevada shall govern its legality, validity, enforceability and construction.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Financing Lease, until executed on behalf of the Trustee.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized signatory of the Trustee, all as of the date set forth below.

U.S. Bank National Association

By: _____
Authorized Signatory

Execution Date: [date], 2013

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or type name and address of Transferee)

(Tax Identification or Social Security Number)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular without alteration or enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

[End of Form of Certificate]

///

APPENDIX B

LEGAL DESCRIPTION

A PORTION OF ASSESSOR'S PARCEL NO.

Title Exceptions:

Title Exceptions:

1. The herein described property is tax exempt.
2. The lien, if any, of supplemental taxes, assessed pursuant to provisions adopted by the Nevada Legislature, and as disclosed by the Nevada Revised Statutes.
3. Any additional liens which may be levied by reason of said premises being within the boundaries of _____.
4. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the subdivision map referenced in the legal description contained herein.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

5. Subject to any matters that may be determined by an accurate ALTA/ASCM Survey that are not disclosed by the public records.
6. Reservation as contained in Deed,
Recorded:
: As Document No.
: Official Records of _____, Nevada.
7. Order of Abandonment upon the covenants, conditions and provisions contained therein,
Recorded:
: As Document No.,
: Official Records of _____, Nevada.
8. A Uniform Commercial Code Financing Statement, securing the terms and conditions contained therein,
Debtor:
Secured Party:
Recorded:
: As Document No.
: Official Records of _____, Nevada.

9. An Indenture of Trust upon the covenant, conditions and provisions contained therein,

Dated: [DATE], 2013
Lessor: NEVADA REAL PROPERTY CORPORATION, A NONPROFIT CORPORATION
Lessee: U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION
Recorded: TO BE DETERMINED
: as Document No. TO BE DETERMINED,
: Official Records of _____, Nevada.

10. A Lease affecting the premises described herein, executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided,

Dated: TO BE DETERMINED
Lessor: NEVADA SYSTEM OF HIGHER EDUCATION
Lessee: NEVADA REAL PROPERTY CORPORATION
Term: AS THEREIN PROVIDED
Recorded: TO BE DETERMINED
: as Document No. TO BE DETERMINED
: Official Records of _____, Nevada.

11. a Lease-Purchase Agreement affecting the premises described herein, executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided,

Dated: TO BE DETERMINED
Lessor: NEVADA REAL PROPERTY CORPORATION
Lessee: STATE OF NEVADA ACTING BY AND THROUGH THE NEVADA SYSTEM OF HIGHER EDUCATION
Term: AS THEREIN PROVIDED
Recorded: TO BE DETERMINED
: as Document No. TO BE DETERMINED
: Official Records of _____, Nevada

APPENDIX C

PROJECT ACCOUNT REQUISITION NO. _____

U.S. Bank National Association
101 North 1st Avenue, Suite 1600
Phoenix AZ 85003

**Direction to Make Disbursements from Project Account
Established in Connection with Certificates of Participation
(Nevada State College Project)
Series 2013C**

As Trustee under that certain Indenture of Trust dated as of [date], 2013 (the "Indenture"), between the NEVADA REAL PROPERTY CORPORATION, (the "Corporation") and you, you are hereby directed to pay the following from the Project Account created in Section 3.03 of the Indenture to the person(s) described below (supporting invoices, which Trustee shall have no obligation to review are attached) in the amount(s) set forth below for the Costs of the Projects described below and subject to the terms and conditions hereinafter described:

PERSONS AND AMOUNTS: _____

ITEMS WHICH ARE SUBJECT OF PAYMENT: _____

The State of Nevada (the "State") hereby certifies, in compliance with Section 3.03 of the Indenture (i) that none of the items for which the payment or reimbursement is proposed to be made has been the subject of any payment or reimbursement theretofore made from the Project Account; (ii) that the item(s) for which payment or reimbursement is sought is or was reasonable and necessary in connection with the acquisition, construction and installation of the Projects, and in all cases is a proper charge against the Project Account; (iii) that upon payment or reimbursement of the amount requested in this Requisition, the amount remaining in the Project Account, together with other legally available moneys of the Corporation, if any, will be sufficient to pay the portion of the Costs of the Projects then unpaid; (iv) that all previously disbursed amounts from the Project Account have been spent, or used for reimbursement of amounts spent, in accordance with the related requisition thereto; and (v) that no Event of Default under the Indenture has occurred or is continuing or will occur as a result of the payment on this Requisition.

Dated this _____ day of _____, 20____.

STATE OF NEVADA

By: _____
Treasurer (or designee)

NEVADA SYSTEM OF HIGHER
EDUCATION

By: _____
Chancellor (or designee)

APPENDIX D

CERTIFICATE OF COMPLETION

PROJECT: Nevada State College Project

TO CORPORATION: Nevada Real Property Corporation

TO TRUSTEE: U.S. Bank National Association, 101 North 1st Avenue, Suite 1600, Phoenix AZ 85003

DATE OF ISSUANCE:

The above Project, as further described in the Project Documents (as defined in the Lease-Purchase Agreement between the State of Nevada (the "State") and the above Corporation), dated [date], 2013 has been reviewed and found, to the undersigned's best knowledge, information and belief (based in part on the representations of architects and other consultants) to be complete, within the meaning of Section 4.1(f) of the Lease. The date of completion of the Project is hereby established as _____.

\$ _____ in the Project Fund should be held by the Trustee to pay expenses expected to come due with respect to the Project in the future. All other Costs of Acquisition (as defined in the Lease) have been paid.

The State of Nevada hereby accepts the work as completed.

DATE _____

STATE OF NEVADA

By: _____
Treasurer (or designee)

NEVADA SYSTEM OF HIGHER
EDUCATION

By: _____
Chancellor (or designee)

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APPENDIX E

PERMITTED INVESTMENTS

1. Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated. THESE MAY CONSTITUTE DEFEASANCE OBLIGATIONS.

2. Federal Housing Administration debentures.

3. The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC).
 - Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
 - Senior Debt obligations
- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
 - Consolidated system-wide bonds and notes
- Federal Home Loan Banks (FHL Banks)
 - Consolidated debt obligations
- Federal National Mortgage Association (FNMA)
 - Senior debt obligations
 - Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
- Student Loan Marketing Association (SLMA)

- Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)
 - Financing Corporation (FICO)
 - Debt obligations
 - Resolution Funding Corporation (REFCORP)
 - Debt obligations
4. Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated 'A-1' or better by S&P.
5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million.
6. Commercial paper (having original maturities of not more than 270 days) rated 'A-1+' by S&P and 'Prime-1' by Moody's.
7. Money market funds rated 'AAm' or 'AAm-G' by S&P, or better.
8. "State Obligations", which means:
- (a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3' by Moody's and 'A' by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.
 - (b) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated 'A-1+' by S&P and 'MIG-1' by Moody's.
 - (c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated 'AA' or better by S&P and 'Aa' or better by Moody's.
9. Pre-refunded municipal obligations rated "AAA" by S & P and "Aaa" by Moody's meeting the following requirements:
- (a) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

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(b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase agreements:

With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's, provided that:

(a) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S & P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

(b) The Trustee or a third party acting solely as agent therefor or for the Issuer (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(c) The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(d) All other requirements of S&P in respect of repurchase agreements shall be met.

(e) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by

S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Issuer or the Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Issuer or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Issuer and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(c) the investment agreement shall state that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(d) the Issuer or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Issuer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable);

(e) the investment agreement shall provide that if during its term

(i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Issuer, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S & P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the Issuer or the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Issuer or Trustee, and

(f) The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(g) The investment agreement must provide that if during its term

(i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Issuer or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Trustee, as appropriate, and

(ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Trustee, as appropriate.

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For Budget Division Use Only	
Reviewed by: <u>LO</u>	<u>8-23-13</u>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

- 1. Agency:
- 2. Name of Landlord (Lessor):
- 3. Address of Landlord:
- 4. Property contact:
- 5. Address of Lease property:

Department of Health and Human Services
 Division of Public and Behavioral Health, Rural Clinics
 4126 Technology Way, 2nd Floor
 Carson City, Nevada 89706
 contact: Cole Schmidt phone: 775.684.4039 fax: 775.687.5964 email: ccschmidt@health.nv.gov

1000 C Street Hawthorne, LLC

6617 Village Springs Drive
 Plano, Texas 75024

Sierra Nevada Realty Group, Inc
 2241 Park Place, Suite D
 Minden, Nevada 89423
 Cole Smith phone: 775.690.2916 fax: 775.782.5100 email: csmith@e-snrg.com

1000 C Street
 Hawthorne, Nevada 89415



a. Square Footage:

Rentable
 Usable 2,081

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,935.33	12	\$23,223.96	November 1, 2013 - October 31, 2014	\$0.93
\$1,935.33	12	\$23,223.96	November 1, 2014 - October 31, 2015	\$0.93
3% \$1,993.39	12	\$23,920.68	November 1, 2015 - October 31, 2016	\$0.96
\$1,993.39	12	\$23,920.68	November 1, 2016 - October 31, 2017	\$0.96
3% \$2,053.19	12	\$24,638.28	November 1, 2017 - October 31, 2018	\$0.99

Increase %

c. Total Lease Consideration:

60 \$118,927.56

d. Option to renew:

Yes No Renewal terms: One identical term

e. Holdover notice:

of Days required 30 Holdover terms: 5%/90

f. Term:

Five (5) Years

g. Pass-thrus & CAMS

None

h. Utilities:

Landlord Tenant

i. Janitorial:

Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs:

Landlord Tenant

k. Minor repairs:

Landlord Tenant

l. Taxes:

Landlord Tenant

m. Comparable Market Rate:

After every effort to obtain this information, the market rate is not available for this rural area

n. Specific termination clause in lease:

Breach/Default lack of funding

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

3648

6. Purpose of the lease:

To house the Division of Public and Behavioral Health, Rural Clinics

7. This lease constitutes:

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

a. Estimated moving expenses: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

Remarks:

This renewal of the current lease includes a 2.61% rent reduction for a savings of \$3,193.44 over the term of the lease.

Exceptions/
Special
notes:



1001211


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121036248</u>		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If no, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If no, please explain in exceptions section			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T27029811</u>		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO



Authorized Signature
Public Works Division, Buildings and Grounds Section
Date 21 AUG 2013



Authorized Signature - Agency
Date 8.19.13

II
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	9/13/13
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Motor Vehicles, Compliance Enforcement Division, Emission Control Program
555 Wright Way
Carson City, Nevada 89711
contact: John Lee phone 775.684.4805 fax 775.684.4389 email jlee@dmv.nv.gov

2. Name of Landlord (Lessor): H & E Trust

3. Address of Landlord: 59 2nd Street East
Sonoma, California 95376

4. Property contact: c/o John Uhart
301 West Washington Street, Suite 1
Carson City, Nevada 89703
phone 775.884.1896 fax 775.884.4896 email jfuhart@ccim.net

5. Address of Lease property: 3656 Research Way, Suite 24
Carson City, Nevada 89706

a. Square Footage: Rentable
 Usable 1,250

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot	
	\$500.00	12	\$6,000.00	November 1, 2013 - October 31, 2014	\$0.40	
	\$500.00	12	\$6,000.00	November 1, 2014 - October 31, 2015	\$0.40	
Increase %	2%	\$510.00	12	\$6,120.00	November 1, 2015 - October 31, 2016	\$0.41
	2%	\$510.00	12	\$6,120.00	November 1, 2016 - October 31, 2017	\$0.41
	2%	\$520.00	12	\$6,240.00	November 1, 2017 - October 31, 2018	\$0.42

c. Total Lease Consideration: 60 \$30,480.00

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 5%/90

f. Term: Five (5) Years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks) Minimal

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: \$0.35 - \$0.71

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

o. Lease will be paid for by Agency Budget Account Number: 4722

6. Purpose of the lease: To house the Emission Control Program

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

RECEIVED
SEP 12 2013
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$0.00 Furnishings: \$2,647.00 Data/Phones: \$5,040.00

Remarks: This lease was negotiated at below market rates and includes tenant improvements for the Emission Control Program. Minimal janitorial specifications are needed since this is not a public facility.

Exceptions/ Special notes: This new location is needed in order to test equipment as to not disturb the public.

[Handwritten mark]


STATEWIDE LEASE INFORMATION

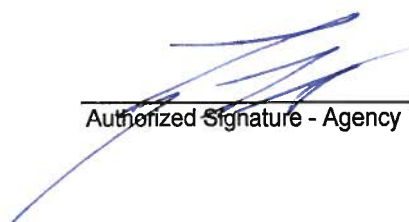
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121477274</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T81100608</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 _____ 9-11-13
 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section

 _____ 9-8-13
 Authorized Signature - Agency Date

II
 For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>SB</i>	4-10-13
Reviewed by: <i>SB</i>	4/11/13
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada State Board of Nursing
5011 Meadowood Mall Way, Suite 300
Reno, Nevada 89502
contact: Debra Scott phone 775.687.7700 fax 775.687.7712 email dsscott@nsbn.state.nv.us

2. Name of Landlord (Lessor): KJ LaPlaza, LLC

3. Address of Landlord: c/o Lakeland Management Co
4220 South Maryland Parkway, Suite 210-A
Las Vegas, Nevada 89119

4. Property contact: Bill Malone
phone 702.732.2066 email williammilone@kj.lvcoxmail.com

5. Address of Lease property: 4220 South Maryland Parkway, Suite B-300
Las Vegas, Nevada 89119

a. Square Footage: Rentable
 Usable 3,059

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$0.00		\$0.00	October 15, 2013 - October 31, 2013	\$0.00
\$5,659.15	12	\$67,909.80	November 1, 2013 - October 31, 2014	\$1.85
\$5,659.15	12	\$67,909.80	November 1, 2014 - October 31, 2015	\$1.85
2% \$5,781.51	12	\$69,378.12	November 1, 2015 - October 31, 2016	\$1.89
\$5,781.51	12	\$69,378.12	November 1, 2016 - October 31, 2017	\$1.89
2% \$5,903.87	12	\$70,846.44	November 1, 2017 - October 31, 2018	\$1.93
\$5,903.87	12	\$70,846.44	November 1, 2018 - October 31, 2019	\$1.93
2% \$6,026.23	12	\$72,314.76	November 1, 2019 - October 31, 2020	\$1.97
\$6,026.23	12	\$72,314.76	November 1, 2020 - October 31, 2021	\$1.97
2% \$6,148.59	12	\$73,783.08	November 1, 2021 - October 31, 2022	\$2.01
\$6,148.59	12	\$73,783.08	November 1, 2022 - October 31, 2023	\$2.01

c. Total Lease Consideration: 120 \$708,464.40

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Ten (10) Years, Fifteen (15) Days

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

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

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

o. Lease will be paid for by Agency Budget Account Number: B017

RECEIVED

6. Purpose of the lease: To house the Nevada State Nursing Board

7. This lease constitutes:

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

SEP 03 2013

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$2,500.00 Furnishings: \$500.00 Data/Phones: \$1,000.00

Remarks: This relocation and tenant improvements was negotiated to accommodate the expanding program for the State Nursing Board.

Exceptions/ Special notes:

1000003


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20021157030</u>		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If no, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If no, please explain in exceptions section			
Is the Legal Entity active and in good standing with the Nevada Secretary of States			
f. Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T27002329</u>		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO



 Authorized Signature
 Public Works Division, Buildings and Grounds Section

9/3/13

 Date



 Authorized Signature - Agency

9/3/13

 Date

II
 For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Board of Parole Commissioners
1677 Old Hot Springs Road, Suite A
Carson City, Nevada 89706
contact: Kathi Baker phone 775.687.5049 x257 fax 775.687.6736 email kjbaker@parole.nv.gov

2. Name of Landlord (Lessor): Brander Nevada Investments, LLC

3. Address of Landlord: 10729 Harbottle Drive
Reno, Nevada 89511

4. Property contact: Carson Properties
187 Sonoma Street
Carson City, Nevada 89701
contact Terry Yeager phone 775.882.3211 fax 775.882.7553
email terryyeager@carsonproperties.com

5. Address of Lease property: 1445 Old Hot Springs Road, Suite 108A
Carson City, Nevada 89706

a. Square Footage: Rentable Usable 3,617

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$4,882.95	12	\$58,595.40	November 1, 2013 - October 31, 2014	\$1.35
\$4,882.95	12	\$58,595.40	November 1, 2014 - October 31, 2015	\$1.35
2% \$4,991.46	12	\$59,897.52	November 1, 2015 - October 31, 2016	\$1.38
\$4,991.46	12	\$59,897.52	November 1, 2016 - October 31, 2017	\$1.38
2% \$5,099.97	12	\$61,199.64	November 1, 2017 - October 31, 2018	\$1.41
\$5,099.97	12	\$61,199.64	November 1, 2018 - October 31, 2019	\$1.41

Increase %

c. Total Lease Consideration: 72 \$359,385.12

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 5%/90

f. Term: Six (6) Years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: \$1.30 - \$1.50

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

o. Lease will be paid for by Agency Budget Account Number: 3800

6. Purpose of the lease: To house the Department of Public Safety, Board of Parole Commissioners

7. This lease constitutes:

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

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This full service lease renewal was negotiated at a minimal increase of 4.31% over the six year term

Exceptions/ Special notes:

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SEP 04 2013

108004-11


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20041063255</u>		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
*If no, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
*If no, please explain in exceptions section			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
g. State of Nevada Vendor number:	<u>T29002868</u>		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO



Authorized Signature
Public Works Division, Buildings and Grounds Section
Date 10/24/13

Connie S. Busbee

Authorized Signature - Agency
Date 8/23/13

II
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: JS	8/30/13
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety, Parole and Probation
 555 Wright Way
 Carson City, Nevada 89711
 contact: Jennifer Bauer phone 775.684.4698 fax 775.684.4809 email jbauer@dps.state.nv.us

2. Name of Landlord (Lessor): James Terry Gust, as his separate property
 phone 775.289.6272 fax 775.289.3919 email gustelectric@sbcglobal.net

3. Address of Landlord: 1123 Great Basin Boulevard
 Ely, Nevada 89301

4. Property contact:

5. Address of Lease property: 1539 Avenue F, Suite 2
 Ely, Nevada 89301

a. Square Footage:

Rentable
 Usable 803

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,035.87	12	\$12,430.44	November 1, 2013 - October 31, 2014	\$1.29

Increase %

c. Total Lease Consideration:

	12	\$12,430.44	
--	----	-------------	--

d. Option to renew:

Yes No Renewal terms: One identical term

e. Holdover notice:

of Days required 90 Holdover terms: 5%/90

f. Term:

Twelve (12) months

g. Pass-thrus & CAMS

None

h. Utilities:

Landlord Tenant

i. Janitorial:

Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs:

Landlord Tenant

k. Minor repairs:

Landlord Tenant

l. Taxes:

Landlord Tenant

m. Comparable Market Rate:

After every effort to obtain this information the market rate is not available for this rural area.

n. Specific termination clause in lease:

Breach/Default lack of funding

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

3740

6. Purpose of the lease:

To house the Department of Public Safety, Parole and Probation

7. This lease constitutes:

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

a. Estimated moving expenses: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

Remarks:

Leasing Services negotiated this lease renewal to continue at the same rate of \$1.29 per square foot for an additional 12 months.

Exceptions/
Special
notes:

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AUG 28 2013


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101518102</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
g. State of Nevada Vendor number:	<u>PUR0002583</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 _____ 27 AUG 2013
 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section

 8/27/13
 Authorized Signature - Agency Date

II
 For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 9/4/13
Reviewed by:	<i>[Signature]</i> 9/11/13
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Transportation, Crew 910
310 Galletti Way
Sparks, Nevada 89431
contact: Brad Durski phone: 775.853.1371 fax: 775.853.1695 email: bdurski@dot.state.nv.us

2. Name of Landlord (Lessor): 1320-1350 Freeport, LLC

3. Address of Landlord: 6490 South McCarran Blvd, Bldg E
Reno, Nevada 89509

4. Property contact: The Ribeiro Companies
Ed Yuill
phone: 775.825.7979 fax: 775.284.0466 email: ed.yuill@ribeirocorp.com

5. Address of Lease property: 1320 Freeport Blvd, Suites 105, 106 & 122
Sparks, Nevada 89431

a. Square Footage: Rentable Usable 2,648 984 office space & 1,664 warehouse space

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,251.00	12	\$27,012.00	November 1, 2013 - October 31, 2014	\$0.85
\$2,251.00	12	\$27,012.00	November 1, 2014 - October 31, 2015	\$0.85
5% \$2,364.00	12	\$28,368.00	November 1, 2015 - October 31, 2016	\$0.89

Increase %

c. Total Lease Consideration: 36 \$82,392.00

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Three (3) Years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: \$1.50 - \$1.70

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

o. Lease will be paid for by Agency Budget Account Number: 7110

6. Purpose of the lease: To house the Department of Transportation, Crew 910

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

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SEP 03 2013
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$2500.00

Remarks: This full service lease was negotiated below market rate and includes tenant improvements, to house NDOT Crew 910

Exceptions/ Special notes:

STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19991037933</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T27031990</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO



Authorized Signature
Public Works Division, Buildings and Grounds Section
4/29/13 Date



Authorized Signature - Agency
8/27/13 Date

II
For Board of Examiners YES NO

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: 12232	Amendment Number: 2
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: STINSON MORRISON HECKER LLP
Agency Code: 030	Contractor Name: STINSON MORRISON HECKER LLP
Appropriation Unit: 1038-10	Address: PO BOX 843052
Is budget authority available?: Yes	City/State/Zip: KANSAS CITY, MO 64184-3052
If "No" please explain: Not Applicable	Contact/Phone: John McCaffrey 816/842-8600
	Vendor No.: T81082113A
	NV Business ID: NV20111339400

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Regulatory Assessments or
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 11003

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 10/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**
Contract description: **Professional Service**

5. Purpose of contract:

This is the second amendment to the original contract that provides litigation support and assistance to include filings that involve antitrust claims under NRS Chapter 598A Unfair Trade Practices. This amendment increases the maximum amount of the contract from \$438,000 to \$556,000 due to a significant increase in case load.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$438,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$118,000.00
4. New maximum contract amount:	\$556,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent the consumers' interests in matters before the Public Utilities Commission and any legislature body, board, or commission with jurisdiction over Nevada regulated public utilities require that this work be done.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized expertise not possessed by State employees in our agency or other State agencies is required to adequately protect the public interests.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This contractor was chosen for their specialized expertise, availability and reasonable rates in preference to other. Attorney services are exempted from solicitation per NAC 333.150(2)(b)(4).

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Since 2003, the contractor has been engaged under contract by the Bureau of Consumer Protection for similar duties and all prior work has been completed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign Limited-Liability Partnership**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	08/29/2013 16:18:09 PM
Division Approval	hrobinso	08/29/2013 16:18:12 PM
Department Approval	hrobinso	08/29/2013 16:18:15 PM
Contract Manager Approval	hrobinso	09/10/2013 13:29:25 PM
Budget Analyst Approval	myoun3	09/11/2013 08:39:14 AM
BOE Agenda Approval	sbrown	09/11/2013 11:35:31 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14882**

Agency Name:	TREASURER - COLLEGE SAVINGS TRUST	Legal Entity Name:	INTERNATIONAL ASSOCIATION OF WORKING MOTHERS
Agency Code:	051	Contractor Name:	INTERNATIONAL ASSOCIATION OF WORKING MOTHERS
Appropriation Unit:	1092-04	Address:	PO BOX 50008
Is budget authority available?:	Yes	City/State/Zip:	HENDERSON, NV 89016
If "No" please explain:	Not Applicable		
To what State Fiscal Year(s) will the contract be charged?	2014		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Nevada College Savings

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2013**
 Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **265 days**

4. Type of contract: **Contract**

Contract description: **Marketing Services**

5. Purpose of contract:

This is a new contract to increase awareness for financial literacy in the State of Nevada by reaching out to women and working mothers by implementing a Women's Money Conference in Reno and Las Vegas, as well as a Latina Conference in Las Vegas, with the the Nevada College Savings Plan Board as the title sponsor.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Funding has been set aside for FY2014 by the Nevada College Savings Plans Board and the Nevada State Legislature for financial literacy. We feel partnering with this vendor in offering this women's money conference helps to fulfill that initiative.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Our staff has neither the planning expertise nor the time commitment required to put on a conference of this magnitude. The selected vendor has extensive experience with planning and implementing women's money conferences and in reaching out to women.

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 #: 130810

Approval Date: 08/16/2013

c. Why was this contractor chosen in preference to other?

TIAWM is the only organization that has demonstrated it performs all of the functions we desire for a women's money conference, such as event planning, speaker recruitment, sponsorship recruitment, providing ample attendees, marketing planning, and follow-up activities.

d. Last bid date: 07/01/2013 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shanshew	08/29/2013 13:38:43 PM
Division Approval	shanshew	08/29/2013 13:45:03 PM
Department Approval	shanshew	08/29/2013 13:45:07 PM
Contract Manager Approval	gwatts	08/29/2013 13:49:21 PM
Budget Analyst Approval	sbarkdul	08/30/2013 07:44:03 AM
BOE Agenda Approval	cwatson	09/13/2013 09:12:46 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13862	Amendment Number: 1
Agency Name: COLLEGE SAVINGS TRUST	Legal Entity Name: R&R PARTNERS INC
Agency Code: 051	Contractor Name: R&R PARTNERS INC
Appropriation Unit: 1092-04	Address: R & R ADVERTISING/GOVNMT SVCS 615 RIVERSIDE DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89503
If "No" please explain: Not Applicable	Contact/Phone: Mike Draper 775/323-1611
	Vendor No.: PUR0002963B
	NV Business ID: NV19741000469

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Nevada College Savings

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2012**
 Anticipated BOE meeting date **09/2013**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/12/2013**
 Contract term: **2 years and 364 days**

4. Type of contract: **Contract**
 Contract description: **Marketing**

5. Purpose of contract:
This is the first amendment to the original contract, which performs services as a Marketing and Advertising Consultant for the Nevada College Savings Plans program and the Nevada Prepaid Tuition Program. This amendment extends the termination date from November 12, 2013 to November 12, 2015 and increases the maximum amount from \$24,999 to \$74,997 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,999.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$49,998.00
4. New maximum contract amount:	\$74,997.00
and/or the termination date of the original contract has changed to:	11/12/2015

II. JUSTIFICATION

7. What conditions require that this work be done?
NRS 353B.370 authorizes the College Savings Board to contract with qualified entities for the day-to-day operations of the Nevada College Savings Program as the program administrator for the management of the marketing of the program(s).

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The State Treasurer's Office staff is seeking the services of a professional marketing firm to review and analyze current marketing strategies, and to suggest new outreach efforts for the Nevada College Savings Plans program and the Nevada Prepaid Tuition program.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected by the College Savings Board based on the evaluation committee's recommendations and in-person interviews with the finalists.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shanshew	08/22/2013 12:59:22 PM
Division Approval	vmilazz1	08/22/2013 16:46:40 PM
Department Approval	vmilazz1	08/22/2013 16:46:45 PM
Contract Manager Approval	shanshew	08/23/2013 09:58:53 AM
Budget Analyst Approval	sbarkdul	08/26/2013 14:49:52 PM
BOE Agenda Approval	cwatson	09/13/2013 09:05:22 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14535**

Agency Name: **STATE PUBLIC WORKS DIVISION**
Agency Code: **082**
Appropriation Unit: **1349-12**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: All American Repair Services, Inc.
Contractor Name: **All American Repair Services, Inc.**
Address: **5606 S. Eastern Ave. Suite A**
City/State/Zip: **Las Vegas, NV 89119**
Contact/Phone: Lorrie Azure 702-434-0716
Vendor No.: T32002310
NV Business ID: NV20051411592

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to 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 %	Buildings and Grounds building rent income 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? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Floor Covering**

5. Purpose of contract:

This is a new contract that continues ongoing flooring and carpeting repairs and projects in the Las Vegas area on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Other basis for payment: \$47.29 per hour for a Tile Setter; \$45.29 per hour for a Vinyl Setter; \$45.29 per hour for a Carpet Setter; installers are able to work and accommodate the schedule needed to complete work, including nights, weekends and holidays. Overtime: any additional work exceeding an 8 hour shift, installers are to be paid time and a half. These rates are for installation only, if any materials need to be supplied they will be billed separately and must be approved in advance.

II. JUSTIFICATION

7. What conditions require that this work be done?

Several large flooring and carpeting projects will require a specialty trade / craft.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and expertise.

9. Were quotes or proposals solicited? 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 is one of multiple contracts for floor covering services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 04/01/2013 Anticipated re-bid date: 01/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	08/21/2013 13:33:40 PM
Division Approval	csweeney	08/21/2013 13:33:43 PM
Department Approval	csweeney	08/21/2013 13:33:46 PM
Contract Manager Approval	csweeney	08/21/2013 13:33:51 PM
Budget Analyst Approval	jrodrig9	08/27/2013 15:47:47 PM
BOE Agenda Approval	nhovden	09/03/2013 10:32:44 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14853**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: BUILDING CONTROL SERVICES INC
Agency Code: 082	Contractor Name: BUILDING CONTROL SERVICES INC
Appropriation Unit: 1349-12	Address: 8521 WHITE FIR ST STE C1A
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89523
If "No" please explain: Not Applicable	Contact/Phone: null775/826-8998
	Vendor No.: PUR0005209
	NV Business ID: NV20021383335

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to 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 % Building rent income 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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **HVAC Maintenance**

5. Purpose of contract:

This is a new contract that continues ongoing heating, ventilation, and air conditioning maintenance and repair for the Nevada Highway Patrol Headquarters, located at 357 Hammill Lane, Reno, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$78,450.00**

Other basis for payment: \$1,068.00 per month for Year One, \$1,100.00 per month for Year Two, \$1,133.00 per month for Year Three, and \$1,167.00 per month for Year Four for HVAC maintenance, and \$287.50 per month for Year One, \$301.83 per month for Year Two, \$316.25 per month for Year Three, and \$330.58 per month for Year Four for water chemical treatment

II. JUSTIFICATION

7. What conditions require that this work be done?

Without preventative maintenance, repairs, and replacement parts the HVAC equipment will fail.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and expertise.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 130803

Approval Date: 08/01/2013

c. Why was this contractor chosen in preference to other?

Building Control Services (BCS) is the only dealer in Northern Nevada who can service Allerton control systems and the only dealer found to supply parts.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	08/29/2013 09:14:29 AM
Division Approval	wsalisp1	08/29/2013 09:14:31 AM
Department Approval	wsalisp1	08/29/2013 09:14:33 AM
Contract Manager Approval	csweeney	08/29/2013 09:57:04 AM
Budget Analyst Approval	jrodrig9	09/10/2013 15:45:24 PM
BOE Agenda Approval	cwatson	09/12/2013 09:56:13 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14821**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: GLOBAL SURVEILLANCE ASSOCIATES
Agency Code: 082	Contractor Name: GLOBAL SURVEILLANCE ASSOCIATES
Appropriation Unit: 1349-12	Address: 3853 SILVESTRI LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89120-3922
If "No" please explain: Not Applicable	Contact/Phone: null702/897-8400
	Vendor No.: T80918471
	NV Business ID: NV19871032399

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to 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 % Building rent income 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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Security Systems**

5. Purpose of contract:

This is a new contract that continues ongoing service and repair for security systems/equipment to include: quarterly inspection of all equipment, emergency calls for vital equipment, response within the next business day for non-vital equipment, labor to replace any defective equipment, and annual NexWatch software support to the Grant Sawyer Building located at 555 E. Washington, Las Vegas, and to other state buildings, on an as needed basis and at the written request and approval of a Buildings and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: \$6,500.00 per year, paid in quarterly installments of \$1,625.00 per quarter for designated services and \$34,000.00 for extra services.

II. JUSTIFICATION

7. What conditions require that this work be done?

Security systems and equipment must be in good working order at all times.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Contractor is the Sole Source of the equipment and software and has extensive knowledge of the electronic and digital controls of the Global Surveillance Security Systems.

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 #: 130804

Approval Date: 08/01/2013

c. Why was this contractor chosen in preference to other?

Global Surveillance is the only authorized dealer for this system and the only company to have licensing access to the software.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2009-2013, Buildings and Grounds, Service Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	09/06/2013 14:39:32 PM
Division Approval	wsalisp1	09/06/2013 14:39:34 PM
Department Approval	wsalisp1	09/06/2013 14:39:36 PM
Contract Manager Approval	wsalisp1	09/06/2013 14:39:38 PM
Budget Analyst Approval	jrodrig9	09/11/2013 16:15:38 PM
BOE Agenda Approval	cwatson	09/12/2013 09:23:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14902**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: LUMOS & ASSOCIATES
Agency Code: 082	Contractor Name: LUMOS & ASSOCIATES
Appropriation Unit: 1351-10	Address: 800 E COLLEGE PKWY
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: null775/883-7077
	Vendor No.: T80912843
	NV Business ID: NV19791006982

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of 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 #: **82228**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Misc Serv Agr**

5. Purpose of contract:

This is a new contract to provide miscellaneous services agreement for the Marlette lake Dam Emergency Action Plan; Project No. 14-A004; Contract No. 82228.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$67,500.00**

Other basis for payment: **monthly progress payments on services provided**

II. JUSTIFICATION

7. What conditions require that this work be done?

Agency requested

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 09:06:59 AM
Division Approval	dgrimm	09/03/2013 09:07:02 AM
Department Approval	dgrimm	09/03/2013 16:11:56 PM
Contract Manager Approval	dgrimm	09/03/2013 16:11:59 PM
Budget Analyst Approval	jrodrig9	09/10/2013 14:43:46 PM
BOE Agenda Approval	cwatson	09/16/2013 11:20:34 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14920**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: JBA CONSULTING ENGINEERS INC
Agency Code: 082	Contractor Name: JBA CONSULTING ENGINEERS INC
Appropriation Unit: 1550-37	Address: 5155 W PATRICK LN STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2828
If "No" please explain: Not Applicable	Contact/Phone: null702/362-9200
	Vendor No.: T80928382
	NV Business ID: NV20091413391

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 #: 82183

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the boiler replacement at the Southern Nevada Women's Correctional Center; Project No. 13-M15; Contract No. 82183.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,200.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/04/2013 15:28:55 PM
Division Approval	dgrimm	09/04/2013 15:28:58 PM
Department Approval	dgrimm	09/04/2013 16:23:14 PM
Contract Manager Approval	dgrimm	09/04/2013 16:23:19 PM
Budget Analyst Approval	jrodrig9	09/10/2013 13:16:56 PM
BOE Agenda Approval	cwatson	09/13/2013 10:12:06 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 CONTRACT

1. Contract Number: **14911**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: ROUNDS ENGINEERING LTD DBA
Agency Code: 082	Contractor Name: ROUNDS ENGINEERING LTD DBA
Appropriation Unit: 1550-39	Address: CR ENGINEERING 5434 LONGLEY LN
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-1879
If "No" please explain: Not Applicable	Contact/Phone: null775/826-1919
	Vendor No.: T29024113
	NV Business ID: NV20041355601

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	79.00 %
Highway Funds	0.00 %	X Other funding	21.00 % transfer from Treasurer's office

Agency Reference #: **82213**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the HVAC Systems Renovation at the Northern Nevada Correctional Center; Project No. 13-M17; contract No. 82213.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$58,000.00**

Other basis for payment: **monthly progress payments on services provided**

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 13:52:45 PM
Division Approval	dgrimm	09/03/2013 13:52:47 PM
Department Approval	dgrimm	09/03/2013 13:52:51 PM
Contract Manager Approval	dgrimm	09/03/2013 16:13:18 PM
Budget Analyst Approval	jrodrig9	09/10/2013 16:11:34 PM
BOE Agenda Approval	cwatson	09/12/2013 09:26:40 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14899**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: SH ARCHITECTURE
Agency Code: 082	Contractor Name: SH ARCHITECTURE
Appropriation Unit: 1550-43	Address: 7250 PEAK DR STE 216
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: null702/363-2222
	Vendor No.: T81105869
	NV Business ID: NV19851015692

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	89.00 %
Highway Funds	0.00 %	X Other funding	11.00 % transfer from Treasurer

Agency Reference #: **82220**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for shower and bathroom renovations with sealing of expansion joints and painting at the Florence McClure Women's Correctional Center; Project No. 13-M41; Contract No. 82220.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$68,000.00**

Other basis for payment: **monthly progress payments on services provided**

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 15:25:39 PM
Division Approval	dgrimm	09/03/2013 15:25:41 PM
Department Approval	dgrimm	09/03/2013 15:25:44 PM
Contract Manager Approval	dgrimm	09/03/2013 16:14:44 PM
Budget Analyst Approval	jrodrig9	09/10/2013 16:03:56 PM
BOE Agenda Approval	cwatson	09/12/2013 09:52:59 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13107	Amendment Number: 1
Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: BURKE CONSTRUCTION GROUP, INC.
Agency Code: 082	Contractor Name: BURKE CONSTRUCTION GROUP, INC.
Appropriation Unit: 1565-43	Address: 3365 WYNN RD A
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: null702-367-1040
	Vendor No.: T81091350
	NV Business ID: NV19841005880

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	50.00 %
Highway Funds	0.00 %	X Other funding	50.00 % transfer from capital project funds

Agency Reference #: 23918

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/13/2012**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**

Contract term: **3 years and 109 days**

4. Type of contract: **Contract**

Contract description: **CMAR**

5. Purpose of contract:

This is the first amendment to the original contract, which provides Construction Manager at Risk services for the Southern Desert Correctional Center, Core Expansion, Phase II & III, Indian Springs, Nevada; Project Nos. 07-C07(A) and 11-C01; Contract No. 23918. This amendment decreases the maximum amount from \$8,771,112 to \$8,611,774.63 due to an agreement fee credit.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$8,771,112.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$159,337.37
4. New maximum contract amount:	\$8,611,774.63

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 and 2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 15:49:42 PM
Division Approval	dgrimm	09/03/2013 15:49:46 PM
Department Approval	dgrimm	09/03/2013 16:11:13 PM
Contract Manager Approval	dgrimm	09/03/2013 16:11:16 PM
Budget Analyst Approval	jrodrig9	09/10/2013 14:47:47 PM
BOE Agenda Approval	cwatson	09/12/2013 09:18:15 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14898**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: DG KOCH ASSOCIATES LLC
Agency Code: 082	Contractor Name: DG KOCH ASSOCIATES LLC
Appropriation Unit: 1577-18	Address: 2000 S JONES STE 110
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: null702/221-5160
	Vendor No.: T27013094
	NV Business ID: N20061487757

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	46.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	54.00 % Transfer from Treasurer

Agency Reference #: **082**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services to install air conditioning at the Henderson Armory; Project No. 13-M24; Contract No. 82190.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$85,000.00**

Other basis for payment: **monthly progress payments on services provided**

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 14:58:56 PM
Division Approval	dgrimm	09/03/2013 14:58:59 PM
Department Approval	dgrimm	09/03/2013 14:59:01 PM
Contract Manager Approval	dgrimm	09/03/2013 16:14:11 PM
Budget Analyst Approval	jrodrig9	09/10/2013 16:09:55 PM
BOE Agenda Approval	cwatson	09/12/2013 09:50:04 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: **14908**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: CIVILWORKS LLC
Agency Code: 082	Contractor Name: CIVILWORKS LLC
Appropriation Unit: 1590-44	Address: 4945 W PATRICK LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2858
If "No" please explain: Not Applicable	Contact/Phone: null702/876-3474
	Vendor No.: T29009288
	NV Business ID: NV1998075781
To what State Fiscal Year(s) will the contract be charged?	2014-2017
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
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 #: 82187	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **3 years and 273 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the parking lot expansion and preventative maintenance at the Flamingo Dept. of Motor Vehicles; Project No. 13-S05h; Contract No. 82187.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,235.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 11:50:43 AM
Division Approval	dgrimm	09/03/2013 11:50:46 AM
Department Approval	dgrimm	09/03/2013 11:50:50 AM
Contract Manager Approval	dgrimm	09/03/2013 16:12:50 PM
Budget Analyst Approval	jrodrig9	09/10/2013 14:54:24 PM
BOE Agenda Approval	cwatson	09/12/2013 09:08:16 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14904**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: DUBE GROUP INC, THE
Agency Code: 082	Contractor Name: DUBE GROUP INC, THE
Appropriation Unit: 1590-39	Address: DUBE GROUP ARCHITECT 458 COURT ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: null775/323-1001
	Vendor No.: T81026981
	NV Business ID: NV19991421705

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	56.00 %	Fees	0.00 %
Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	44.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **82223**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for exterior finishes for the Governor's Mansion Complex; Project No. 13-M52; Contract No. 82223.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,500.00**

Other basis for payment: **monthly progress payments on services provided**

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 10:23:41 AM
Division Approval	dgrimm	09/03/2013 10:23:44 AM
Department Approval	dgrimm	09/03/2013 16:12:25 PM
Contract Manager Approval	dgrimm	09/03/2013 16:12:28 PM
Budget Analyst Approval	jrodrig9	09/16/2013 09:24:33 AM
BOE Agenda Approval	cwatson	09/17/2013 08:47:25 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14897**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: Paul Cavin Architects
Agency Code: 082	Contractor Name: Paul Cavin Architects
Appropriation Unit: 1592-19	Address: 51 Marilyn Mae Dr.
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89441
If "No" please explain: Not Applicable	Contact/Phone: Paul Cavin 775-842-0261
	Vendor No.:
	NV Business ID: NV10131182382

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	80.00 %
Highway Funds	0.00 %	X Other funding	20.00 % transfer from Treasurer

Agency Reference #: 82184

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the loading dock and to replace the freight elevator at the Nevada State Museum; Project No. 13-C05; Contract No. 82184.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$162,500.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 15:36:07 PM
Division Approval	dgrimm	09/03/2013 15:36:10 PM
Department Approval	dgrimm	09/03/2013 15:36:12 PM
Contract Manager Approval	dgrimm	09/03/2013 16:15:12 PM
Budget Analyst Approval	jrodrig9	09/10/2013 16:02:13 PM
BOE Agenda Approval	cwatson	09/12/2013 09:53:53 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14912**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION Agency Code: 082 Appropriation Unit: All Appropriations Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: CONTRACT INSPECTION SERVICES Contractor Name: CONTRACT INSPECTION SERVICES Address: LLC 549 ASHCROFT DR City/State/Zip: SPRING CREEK, NV 89815-6146 Contact/Phone: null775/753-4737 Vendor No.: T29026241 NV Business ID: NV20101177469
---	--

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % varies depending on project

Agency Reference #: 77513

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **1 year and 272 days**

4. Type of contract: **Contract**

Contract description: **Const Insp Serv**

5. Purpose of contract:

This is a new contract to provide ongoing professional construction inspection services at various locations and on an "as needed" basis: SPWD Internal Contract No. 77513.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

Professional Construction Inspection Services required to ensure building safety and code compliance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Plan Checking Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2013 14:45:37 PM
Division Approval	dgrimm	09/03/2013 14:45:40 PM
Department Approval	dgrimm	09/03/2013 14:45:43 PM
Contract Manager Approval	dgrimm	09/03/2013 16:13:45 PM
Budget Analyst Approval	jrodrig9	09/10/2013 16:08:04 PM
BOE Agenda Approval	cwatson	09/12/2013 09:51:05 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: **14914**

Agency Name: DTCA - COMMISSION ON TOURISM	Legal Entity Name: PACE GROUP COMMUNICATIONS INC
Agency Code: 101	Contractor Name: PACE GROUP COMMUNICATIONS INC
Appropriation Unit: 1522-43	Address: 55 WATER STREET STE 200
Is budget authority available?: Yes	City/State/Zip: VANCOUVER, CANADA, -- V6V 1A1
If "No" please explain: Not Applicable	Contact/Phone: NORMAN STOWE 604/689-1889
	Vendor No.: F00000280
	NV Business ID: NV20131500638

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % LODGING TAX

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Western Canada Rep**

5. Purpose of contract:

This is a new contract that continues ongoing Nevada representation primarily in Western Canada. The target audience for public relations efforts is media and consumers in the provinces of British Columbia, Alberta, and Saskatchewan. The contracted vendor will work with consumer and trade media in these provinces to increase awareness of Nevada as a vacation destination. NCOT's mission is to increase travel to the rural areas of the state, so the contracted vendor's efforts will be focused on rural Nevada using Las Vegas and Reno as gateways.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$120,000.00**

Payment for services will be made at the rate of \$15,000.00 per Quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.160 through NRS 231.360 requires that the Nevada Commission on Tourism promote tourism in Nevada both domestically and internationally.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have any employees located outside the United States to perform this work internationally.

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 received the highest ranking both technically and overall from the evaluation panel.

d. Last bid date: 07/02/2013 Anticipated re-bid date: 03/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non Title-7 Business License**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	09/03/2013 16:13:25 PM
Division Approval	kwilliam	09/03/2013 16:13:27 PM
Department Approval	kwilliam	09/03/2013 16:13:30 PM
Contract Manager Approval	kwilliam	09/03/2013 16:18:20 PM
Budget Analyst Approval	knielsen	09/09/2013 09:52:46 AM
BOE Agenda Approval	sbrown	09/09/2013 11:20:52 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14729**

Agency Name: DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name: UNIVERSITY OF NV SCHL OF MEDCN
Agency Code: 402	Contractor Name: UNIVERSITY OF NV SCHL OF MEDCN
Appropriation Unit: 3208-50	Address: MEDSCHOOL ASSOCIATES SOUTH 2040 W CHARLESTON BLVD STE 400 LAS VEGAS, NV 89102-2206
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89102-2206
If "No" please explain: Not Applicable	Contact/Phone: Barbara Bell 702/671-2237
	Vendor No.: T32000073
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	65.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % Medicaid Reimbursement

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **1 year and 272 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Genetics Clinics**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing genetic clinical and professional development services for treatment of children with inherited genetic disorders and to conduct Specialty Genetics Clinics for Bureau of Early Intervention Services clinic sites in Las Vegas and Reno and a one day professional development session in Reno.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$54,728.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Genetic disorder analysis is required as part of the Early Intervention Services program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees with the appropriate expertise in genetic disorders.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This is the only group of Genetic providers in the State of Nevada.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

University of Nevada School of Medicine Integrated Clinical Services, and University of Nevada School of Medicine Multispecialty Group Practice South Inc., dba MedSchool Associates South.

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssieber	07/17/2013 12:52:03 PM
Division Approval	jmurph1	08/21/2013 12:20:29 PM
Department Approval	ecreceli	08/23/2013 10:58:45 AM
Contract Manager Approval	jpruneau	08/26/2013 07:49:30 AM
Budget Analyst Approval	eobrien	08/28/2013 11:02:26 AM
BOE Agenda Approval	nhovden	09/03/2013 10:59:27 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14901**

Agency Name:	DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name:	SPRINT COMMUNICATIONS CO LP
Agency Code:	402	Contractor Name:	SPRINT COMMUNICATIONS CO LP
Appropriation Unit:	3266-15	Address:	SPRINT PO BOX 219530
Is budget authority available?:	Yes	City/State/Zip:	KANSAS CITY, MO 64121-9530
If "No" please explain:	Not Applicable	Contact/Phone:	null800/877-6277
		Vendor No.:	PUR0000771C
		NV Business ID:	NV19971058950

To what State Fiscal Year(s) will the contract be charged? **2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Surcharge on phone lines via PUC

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 10/2013

Retroactive? **Yes**

If "Yes", please explain

Aging and Disability Service Division Program Specialist position which oversees programs and services for the Deaf and Hard of Hearing has been vacant for several months. Recruiting for a qualified replacement caused an increase in other staff workload and the delay in the last amendment of the original Sprint contract. A Corrective Action Work plan has been developed to ensure a Request for Proposal (RFP) process to begin in November 2013 to ensure the RFP be established and published.

3. Termination Date: **06/30/2014**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Sprint Communication**

5. Purpose of contract:

This is a new contract that continues ongoing CapTel and Telecommunication Relay Services for deaf, hard of hearing and speech disabled Nevadans. Any resident of Nevada who cannot hear or speak would not be able to use phone service without the Nevada Relay system. The program is funded through a surcharge by the Public Utilities Commission on phone 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 state must provide telecommunications services for the hearing impaired.

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 equipment or personnel 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 5

Approval Date: 08/15/2013

c. Why was this contractor chosen in preference to other?

RFP 1693

d. Last bid date: 06/09/2009 Anticipated re-bid date: 03/30/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Aging and Disability Services 2009-2013, Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lgoulart	09/03/2013 13:59:59 PM
Division Approval	jmurph1	09/03/2013 14:37:27 PM
Department Approval	ecreceli	09/03/2013 16:07:31 PM
Contract Manager Approval	jpruneau	09/04/2013 08:19:16 AM
Budget Analyst Approval	eobrien	09/11/2013 09:56:23 AM
BOE Agenda Approval	nhovden	09/16/2013 13:53:18 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: **14866**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	PUBLIC KNOWLEDGE LLC
Agency Code:	403	Contractor Name:	PUBLIC KNOWLEDGE LLC
Appropriation Unit:	3158-60	Address:	1911 SW CAMPUS DR STE 457
Is budget authority available?:	Yes	City/State/Zip:	FEDERAL WAY, WA 98023-6473
If "No" please explain:	Not Applicable	Contact/Phone:	null208/890-0433
		Vendor No.:	T27022922
		NV Business ID:	NV20091086529
To what State Fiscal Year(s) will the contract be charged?	2014-2019		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	10.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	90.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP #2049 - LD

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2018**Contract term: **4 years and 304 days**4. Type of contract: **Contract**Contract description: **MMIS Replacement**

5. Purpose of contract:

This is a new contract to provide Medicaid Management Information System (MMIS) Replacement Planning to improve the administration of the Medicaid program by: adopting data and industry standards; promoting reusable components through standard interfaces and modularity; supporting interoperability and integration using open architecture and data standards; and supporting the integration of clinical and administrative data to enable better decision making.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,449,640.00**

Other basis for payment: Upon receipt of invoice for each completed and State accepted deliverable as outlined in Attachment AA - Deliverable Payment Schedule

II. JUSTIFICATION

7. What conditions require that this work be done?

The services provided by this contractor will assist the State in the Medicaid Management Information System (MMIS) Replacement Planning process and if approved, with the Project Management Activities for Phase III.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to provide this service.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 Health Care Financing and Policy, July 2009 through April 2012. Vendor's services were satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmoriart	08/26/2013 14:00:44 PM
Division Approval	trooker	09/04/2013 12:05:23 PM
Department Approval	ecreceli	09/05/2013 09:33:10 AM
Contract Manager Approval	cmoriart	09/16/2013 14:01:39 PM
DoIT Approval	lmuelle1	09/17/2013 13:15:05 PM
Budget Analyst Approval	nhovden	09/18/2013 16:08:43 PM
BOE Agenda Approval	nhovden	09/18/2013 16:09:27 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: **14502**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	BOARD OF REGENTS-UNR UNSOM
Agency Code:	406	Contractor Name:	BOARD OF REGENTS-UNR UNSOM
Appropriation Unit:	3161-11	Address:	PENNINGTON MEDICAL BUILDING M/S 1332
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89557
If "No" please explain:	Not Applicable	Contact/Phone:	GAIL SMITH 775-784-6003
		Vendor No.:	D35000816
		NV Business ID:	N/A

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 #: C14044

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 08/2013

Retroactive? **Yes**

If "Yes", please explain

Several weeks of ongoing negotiations with the School of Medicine has necessitated the need for a retroactive start date for this contract. Due to a shortage of psychiatric staffing it was imperative that psychiatric residency training, and services to the NNAMHS hospital and its consumers, continue uninterrupted.

3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Residency Program**

5. Purpose of contract:

This is a new contract that continues ongoing postgraduate psychiatric residency services and training for University School of Medicine residents at the Northern and Southern Nevada Adult Mental Health Services facilities in Sparks and Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,762,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 277.180, the division is authorized to contract with other governmental agencies for the provision of services. Psychiatric residency services provide valuable training for residents and clinical psychiatric services to consumers at the Division's facilities in Sparks and Las Vegas.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Services provided by psychiatric residents also provide training for medical school postgraduates by current medical staff at the Division's facilities, as well as assist in delivering necessary mental health services to consumers.

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?

In accordance with NRS 277.180, the Division has contracted with the University Medical School to provide postgraduate psychiatric residents with training and assist in the delivery of behavioral health services to consumers.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided psychiatric residents for training and delivery of services to mental health consumers at the Division's mental health agencies. Performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	valpers	08/26/2013 12:50:01 PM
Division Approval	valpers	08/26/2013 12:50:04 PM
Department Approval	ecrecli	08/29/2013 16:49:27 PM
Contract Manager Approval	cschmid2	09/03/2013 11:01:06 AM
Budget Analyst Approval	nhovden	09/03/2013 11:00:26 AM
BOE Agenda Approval	nhovden	09/03/2013 11:02:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14818**

Agency Name: **DHHS - PUBLIC HEALTH**
Agency Code: **406**
Appropriation Unit: **3216-04**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **BroadSpec of Nevada, Inc.**
Contractor Name: **BroadSpec of Nevada, Inc.**
Address: **250 Pilot Rd Ste 250**
City/State/Zip: **Las Vegas, NV 89119**
Contact/Phone: **Lee Wooten 775-560-0603**
Vendor No.: **T32002480**
NV Business ID: **NV20111468638**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 % Providers pay contractor directly for reviews.

Agency Reference #: **C14172**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Review Documents**

5. Purpose of contract:

This is a new contract, with a new vendor, that continues ongoing services to provide reviews of architectural documents, function program requirements and infection control risk assessments, in accordance with applicable Nevada Administrative Code requirements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Other basis for payment: **Payments are made to the vendor by the facilities whose documents are being reviewed.**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Bureau of Healthcare Quality and Compliance must ensure that provider facilities meet required state codes.

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 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?

Vendor was chosen by an evaluation panel as representing the best response to the requirements of the RFP.

d. Last bid date: 06/06/2013 Anticipated re-bid date: 06/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	valpers	08/12/2013 09:49:42 AM
Division Approval	valpers	08/12/2013 09:49:58 AM
Department Approval	ecreceli	08/14/2013 14:07:38 PM
Contract Manager Approval	cschmid2	08/14/2013 15:58:16 PM
Budget Analyst Approval	nhovden	08/16/2013 11:17:25 AM
BOE Agenda Approval	nhovden	08/16/2013 11:17:29 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **14807**

Agency Name: DHHS - PUBLIC HEALTH	Legal Entity Name: DENVER HEALTH & HOSPITAL
Agency Code: 406	Contractor Name: DENVER HEALTH & HOSPITAL
Appropriation Unit: 3218-35	Address: AUTHORITY
Is budget authority available?: Yes	660 BANNOCK ST, MC 1919
If "No" please explain: Not Applicable	City/State/Zip: DENVER, CO 80204
	Contact/Phone: null303/602-8022
	Vendor No.: T27017712
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2014-2015

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	17.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	83.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C14167**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**Anticipated BOE meeting date **10/2013**Retroactive? **Yes**

If "Yes", please explain

This contract was held up pending results of legislative action, by the Nevada Legislature, to approve the budget, and to determine if general funds would be authorized to augment federal funding. Subsequent to legislative approval of budgetary authority there were on going negotiations with the contractor to achieve a final agreement as to costs, as well as the Centers for Disease Control to provide federal funding.

3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Poison Control**

5. Purpose of contract:

This is a new interlocal agreement, with the same vendor, that continues to provide basic statewide poison control and drug information and identification line services through the national toll-free telephone line.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$727,842.00**

Payment for services will be made at the rate of \$90,980.25 per Quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

Poison control and drug information/identification line (poison control) services are considered basic public health services which should be available to the general population and health care providers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Poison control and drug identification/informationline services are specialized medical, pharmaceutical and toxicological knowledge. The Division of Public and Behavioral Health does not have the 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: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has provided these services continuously with completely satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	valpers	08/26/2013 08:34:12 AM
Division Approval	valpers	08/26/2013 08:34:15 AM
Department Approval	ecreceli	08/26/2013 16:44:52 PM
Contract Manager Approval	cschmid2	08/27/2013 09:54:05 AM
Budget Analyst Approval	eobrien	09/11/2013 09:46:45 AM
BOE Agenda Approval	nhovden	09/16/2013 10:12:11 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14802**

Agency Name: **DHHS - PUBLIC HEALTH**
 Agency Code: **406**
 Appropriation Unit: **3223-20**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA HEALTH CENTERS INC**
 Contractor Name: **NEVADA HEALTH CENTERS INC**
 Address: **3325 RESEARCH WAY 2ND FL**
 City/State/Zip: **CARSON CITY, NV 89706-7913**
 Contact/Phone: null775/887-1590
 Vendor No.: T80994915
 NV Business ID: NV19921063186

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 #: C14166

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 10/2013

Retroactive? **Yes**

If "Yes", please explain

The division had to wait for the end of legislature, and budget approval, to begin work on this contract.

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Mammography Svcs**

5. Purpose of contract:

This is a new contract that continues ongoing mobile mammography services throughout the state for uninsured/underinsured women.

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 \$8,333.34 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division is required to provide mammography services to uninsured/underinsured women throughout the state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources to perform this function.

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 contract was approved by Purchasing as an extension of an existing contractual relationship, not requiring competitive bids.

d. Last bid date: 06/03/2009 Anticipated re-bid date: 12/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	valpers	08/26/2013 08:41:06 AM
Division Approval	valpers	08/26/2013 08:41:09 AM
Department Approval	ecrecli	08/27/2013 10:44:41 AM
Contract Manager Approval	cschmid2	08/27/2013 13:02:41 PM
Budget Analyst Approval	sjohnso9	08/28/2013 16:21:09 PM
BOE Agenda Approval	nhovden	09/03/2013 10:51:46 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: **14830**

Agency Name:	DHHS - WELFARE AND SUPPORT SERVICES	Legal Entity Name:	DATA BUILDERS INC
Agency Code:	407	Contractor Name:	DATA BUILDERS INC
Appropriation Unit:	3228-50	Address:	PO BOX 1263
Is budget authority available?:	Yes	City/State/Zip:	TEMECULA, CA 92593-1263
If "No" please explain:	Not Applicable	Contact/Phone:	null951/696-7568
		Vendor No.:	PUR0004208A
		NV Business ID:	NV20131523313

To what State Fiscal Year(s) will the contract be charged? **2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	4.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	96.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **272 days**4. Type of contract: **Contract**Contract description: **HCR PRE Hearings DB**

5. Purpose of contract:

This is a new contract to augment Program Review and Evaluation's Q5i system with modifications that will accommodate the receipt of client case hearings information from the Silver State Health Insurance Exchange, handle the expected increase in hearings requests generated as a result of Health Care Reform, provide enhanced reporting for Health Care Reform, generate worker alerts for time frames, and scheduling of required actions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Other basis for payment: As specified in Attachment B: Statement of Work.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Hearings solution provided by Data Builders is expected to satisfy Centers for Medicare and Medicaid Services requirements and guidelines for the Health Care Reform.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 130711

Approval Date: 07/31/2013

c. Why was this contractor chosen in preference to other?

[Empty text box]

d. Last bid date: _____ Anticipated re-bid date: _____

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	08/30/2013 14:56:15 PM
Division Approval	msmit5	08/30/2013 15:05:51 PM
Department Approval	ecreceli	09/02/2013 08:53:21 AM
Contract Manager Approval	afrancis	09/03/2013 15:51:59 PM
DoIT Approval	lmuelle1	09/04/2013 14:56:12 PM
Budget Analyst Approval	sjohnso9	09/09/2013 12:55:15 PM
BOE Agenda Approval	sbrown	09/11/2013 11:46:35 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12486	Amendment Number: 1
Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: SOLUTIONS RECOVERY INC
Agency Code: 408	Contractor Name: SOLUTIONS RECOVERY INC
Appropriation Unit: 3161-18	Address: 9811 W CHARLESTON BLVD # 2626
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89117
If "No" please explain: Not Applicable	Contact/Phone: null702/228-8520
	Vendor No.: T29014791A
	NV Business ID: NV20051545835

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 **11/01/2010**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2013**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Residential Program**

5. Purpose of contract:

This is the first amendment to the original contract which continues ongoing residential services for dual diagnosis clients. These services assist consumers with concurrent mental health and substance abuse issues and provides such services as community transition, life skills, employment training and personal care. This amendment extends the termination date from October 31, 2013 to October 31, 2014 and increases the maximum amount from \$3,530,280.00 to \$5,340,680.00. This amendment also increases bed capacity from 26 to 40.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$3,530,280.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,810,400.00
4. New maximum contract amount:	\$5,340,680.00
and/or the termination date of the original contract has changed to:	10/31/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 433.334, the Division is authorized to contract with other institutions for care of consumers with mental illness and related conditions, such as those with co-occurring disorders (diagnosed with mental health and substance abuse issues) and requiring residential treatment services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Currently the agency does not have the necessary facilities or FTE staff with training, time and expertise to provide these specialized co-occurring disorder treatment 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 from the original RFP #1799 based on evaluation scoring and visiting the locations that will be providing the service.

d. Last bid date: 06/09/2009 Anticipated re-bid date: 04/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been under contract with SNAMHS and their performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	valpers	08/26/2013 08:37:02 AM
Division Approval	valpers	08/26/2013 08:37:05 AM
Department Approval	ecreceli	08/26/2013 15:49:03 PM
Contract Manager Approval	cschmid2	08/27/2013 09:53:52 AM
Budget Analyst Approval	eobrien	09/11/2013 10:08:21 AM
BOE Agenda Approval	nhovden	09/16/2013 12:50:16 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14725**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Churchill, County of
Agency Code: 409	Contractor Name: Churchill, County of
Appropriation Unit: 3229-00	Address: 155 N Taylor St Ste 110
Is budget authority available?: Yes	City/State/Zip: Fallon, NV 89406
If "No" please explain: Not Applicable	Contact/Phone: null775-423-6028
	Vendor No.: T81032440
	NV Business ID: government

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 10/2013

Retroactive? **Yes**

If "Yes", please explain

This intralocal contract is retroactive due to the need for Legislative progress before determination of the correct assessment amount to add to the contract and the subsequent need for the County Board of Commissioners to review and approve the contract.

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **CPS assessment**

5. Purpose of contract:

This is a new revenue intralocal agreement for ongoing assessment payments each fiscal year by the county to the Division of Child and Family Services pursuant to NRS 432B.326 for child protective services assessments to Churchill County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$340,723.00**

Other basis for payment: quarterly upon submission of invoice to the County

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue contract.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Churchill County

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

With DCFS and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	08/20/2013 08:58:29 AM
Division Approval	jmorro5	08/20/2013 14:05:16 PM
Department Approval	ecreceli	08/23/2013 14:17:26 PM
Contract Manager Approval	ihyman	08/26/2013 09:16:07 AM
Budget Analyst Approval	eobrien	08/27/2013 14:07:34 PM
BOE Agenda Approval	nhovden	08/28/2013 10:26:03 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12810** Amendment Number: **1**
 Legal Entity Name: Nevada PEP, Inc
 Agency Name: **DIVISION OF CHILD AND FAMILY SERVICES** Contractor Name: **Nevada PEP, Inc**
 Agency Code: **409** Address: **2101 S. Jones Blvd Suite 120**
 Appropriation Unit: **3646-04** City/State/Zip: **Las Vegas, NV 89146-3171**
 Is budget authority available?: **Yes** Contact/Phone: Karen Taycher 702-388-8899
 Vendor No.: T80975409
 If "No" please explain: Not Applicable NV Business ID: nv19931063169
 To what State Fiscal Year(s) will the contract be charged? **2012-2016**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	40.90 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	56.60 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	2.50 % rent income, patient collections

Agency Reference #: RFP #1936

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**
 Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2013**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Support Services**

5. Purpose of contract:
This is the first amendment to the original contract, which continues to provide Family to Family support services for both northern and southern Nevada. This amendment extends the termination date from December 31, 2013 to December 31, 2015 and increases the maximum amount from \$648,820.03 to \$1,359,601.69 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$648,820.03
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$710,781.66
4. New maximum contract amount:	\$1,359,601.69
and/or the termination date of the original contract has changed to:	12/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?
Families in need of assistance for counseling when not yet in the DCFS program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Only families with children in the mental health system can provide Family to Family support.

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?

Only bidder, met criteria per Scope of Work

d. Last bid date: 09/01/2011 Anticipated re-bid date: 07/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contracted with DCFS since 1999 and services have been satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmorro5	08/27/2013 16:26:36 PM
Division Approval	jmorro5	08/27/2013 16:26:41 PM
Department Approval	ecreceli	08/28/2013 16:35:13 PM
Contract Manager Approval	ihyman	08/29/2013 08:18:09 AM
Budget Analyst Approval	eobrien	09/11/2013 08:42:57 AM
BOE Agenda Approval	nhovden	09/16/2013 10:07:29 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: **CONV5465** Amendment Number: **7**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **Embarq Payphone Services, Inc.**

Agency Code: **440** Contractor Name: **Embarq Payphone Services, Inc.**

Appropriation Unit: **3708-00** Address: **DBA Centurylink**

Is budget authority available?: **Yes** City/State/Zip: **Harrodsburg, KY 40330**

If "No" please explain: **Not Applicable** Contact/Phone: **Victoria L. Johnson 888/375-7318**

Vendor No.: **T27019795**

NV Business ID: **NV19971285398**

To what State Fiscal Year(s) will the contract be charged? **2008-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

Agency Reference #: 7110

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2008**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/28/2014**

Contract term: **6 years and 198 days**

4. Type of contract: **Revenue Contract**

Contract description: **Professional Services**

5. Purpose of contract:

This is the seventh amendment to the original contract, which continues ongoing telephone services to incarcerated persons. This amendment extends the termination date from February 28, 2014 to August 28, 2014 and increases the maximum amount from \$14,400,000 to 17,070,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,200,000.00
2. Total amount of any previous contract amendments:	\$7,200,000.00
3. Amount of current contract amendment:	\$2,670,000.00
4. New maximum contract amount:	\$17,070,000.00

and/or the termination date of the original contract has changed to: 08/28/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Corrections must provide inmates within the Nevada correctional system access to telephones.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not have the capability to perform this type of service. There are no agencies within the State of Nevada that perform this type of 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?
Emparq was chosen by the evaluation team as having the best technology as well as a guaranteed revenue plan for the State.

d. Last bid date: 09/07/2007 Anticipated re-bid date: 11/07/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY08-current; Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	08/26/2013 16:32:28 PM
Division Approval	dmartine	08/27/2013 10:05:22 AM
Department Approval	bfarris	08/27/2013 17:35:20 PM
Contract Manager Approval	jhardy	08/28/2013 11:25:25 AM
Budget Analyst Approval	cmurph3	09/04/2013 09:51:16 AM
BOE Agenda Approval	sbrown	09/09/2013 11:27:45 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: **14781**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Association of State Correctional Administrators, Inc.
Agency Code: 440	Contractor Name: Association of State Correctional Administrators, Inc.
Appropriation Unit: 3710-04	Address: 1110 Opal Court, Suite 5
Is budget authority available?: Yes	City/State/Zip: Hagerstown, MD 21740-5942
If "No" please explain: Not Applicable	Contact/Phone: George Camp 301/791-2722
	Vendor No.: T81085446
	NV Business ID: NV20131506123

To what State Fiscal Year(s) will the contract be charged? **2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **272 days**

4. Type of contract: **Contract**

Contract description: **Staff Assessment**

5. Purpose of contract:

This is a new contract to provide the Nevada Department of Corrections (NDOC) with a comprehensive, objective review and assessment of the current security staffing at its facilities that will enable NDOC to perform security operations in the most effective, efficient and uniform manner while preserving the primary mission to maximize public safety, facility security and staff safety.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$78,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

To maximize public safety, facility security and staff safety.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the qualified staff, expertise and/or the specific credentials required to perform a comprehensive, objective review and assessment. No other State agency offers these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 130708

Approval Date: 07/25/2013

c. Why was this contractor chosen in preference to other?

The Association of State Correctional Administrators is a National Association that has specific credentials and the ability to cross compare Nevada to other states regarding the correctional environment and the management thereof.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	08/27/2013 15:51:05 PM
Division Approval	bfarris	08/27/2013 17:41:19 PM
Department Approval	bfarris	08/27/2013 17:41:25 PM
Contract Manager Approval	jhardy	08/29/2013 10:09:41 AM
Budget Analyst Approval	cmurph3	09/03/2013 09:25:21 AM
BOE Agenda Approval	sbrown	09/09/2013 11:34:54 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14860**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Department of Conservation and Natural Resources
Agency Code: 440	Contractor Name: Department of Conservation and Natural Resources
Appropriation Unit: 3710-32	Address: 901 S.Stewart St
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: null775 684-2700
	Vendor No.:
	NV Business ID: 01

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will 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 from NDF

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **4 years**

4. Type of contract: **Cooperative Agreement**

Contract description: **Inmate Labor NDF**

5. Purpose of contract:

This is a new cooperative agreement with the Nevada Division of Forestry to continue to maintain an ongoing supply of inmate labor for the operation of a conservation and fire suppression inmate work program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$277,346.52**

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 209.457 requires the State Forester Firewarden in cooperation with the Department of Corrections to establish and carry out a program of operating conservation camps in the State. This program allows for the use of minimum security inmates to perform work relating to firefighting, forestry conservation public safety and other work projects.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 209.457 allows for the Forestry Division to use offenders who are in the custody of the Department of Corrections and eligible for assignment to a facility of minimum security.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is a Cooperative agreement and is maintained per NRS 209.457.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	09/03/2013 14:55:59 PM
Division Approval	bfarris	09/03/2013 15:35:45 PM
Department Approval	bfarris	09/03/2013 15:35:50 PM
Contract Manager Approval	jhardy	09/03/2013 16:16:21 PM
Budget Analyst Approval	cmurph3	09/09/2013 10:49:58 AM
BOE Agenda Approval	sbrown	09/25/2013 11:24:04 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13822	Amendment Number: 1
Agency Name: DPS-HIGHWAY PATROL	Legal Entity Name: California Highway Patrol
Agency Code: 651	Contractor Name: California Highway Patrol
Appropriation Unit: 4713-16	Address: 3300 Reed Avenue
Is budget authority available?: Yes	City/State/Zip: West Sacramento, CA 95605
If "No" please explain: Not Applicable	Contact/Phone: null916-376-3505
	Vendor No.:
	NV Business ID: Governmental entity

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2012**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2013**

Contract term: **3 years and 48 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Vehicle builds**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement, which continues ongoing services to provide for installation of law enforcement equipment (lights, radios, push bumpers, decals) in new fleet vehicles owned by the division. This amendment extends the termination date from December 31, 2013 to December 31, 2015 and increases the maximum amount from \$35,000 to \$135,000 due to the need to install equipment in the vehicles funded for purchase in fiscal year 2014.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$35,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$100,000.00
4. New maximum contract amount:	\$135,000.00
and/or the termination date of the original contract has changed to:	12/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

The new NHP police fleet vehicles need to be equipped with the necessary law enforcement equipment (lights, radios, push bumpers, decals) before they can be distributed to command offices statewide for use on the street. The California Highway Patrol can provide this service faster and cheaper than any agency or business in Nevada and they are in a unique position right now to be able to provide this service to NHP. By utilizing the California Highway Patrol to complete the build outs with their established process, NHP will increase the speed at which NHP can deploy its newer fleet vehicles to replace the aging vehicles that are becoming costly to maintain.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There currently are no State of NV governmental agencies or private businesses with the necessary expertise to complete the build out of NHP's police fleet vehicles as quickly and cost effective as the California Highway Patrol can provide the services.

NHP has extensively researched agencies and private businesses with the expertise to provide these services. NHP has found that the California Highway Patrol can not only complete the vehicle build outs the quickest, but also their fee for the services is considerably cheaper than any other agency or business.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Governmental entity

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The California Highway Patrol is currently under contract with the divison. Services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shoh1	09/06/2013 15:54:57 PM
Division Approval	shoh1	09/06/2013 15:55:01 PM
Department Approval	jbauer	09/06/2013 15:57:00 PM
Contract Manager Approval	jbauer	09/06/2013 15:57:02 PM
Budget Analyst Approval	jstrandb	09/10/2013 08:02:29 AM
BOE Agenda Approval	cwatson	09/13/2013 10:13:11 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14875**

Agency Name: COLORADO RIVER COMMISSION	Legal Entity Name: EXETER ASSOCIATES, INC.
Agency Code: 690	Contractor Name: EXETER ASSOCIATES, INC.
Appropriation Unit: 4490-04	Address: 10480 Little Patuxent Parkway Suite 300
Is budget authority available?: Yes	City/State/Zip: COLUMBIA, MD 21044
If "No" please explain: Not Applicable	Contact/Phone: Dwight Etheridge 410/992-7500
	Vendor No.:
	NV Business ID: NV20111200508

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Power Sales Revenues

Agency Reference #: **13-047**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2015**

Contract term: **2 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Exeter**

5. Purpose of contract:

This is a new contract to provide technical expertise and expert witness services to the Commission as it participates in NV Energy dockets filed before the Federal Energy Regulatory Commission and the Public Utilities Commission of Nevada. Expertise will be provided in utility economics, rate-making, cost of service analysis and other matters that are unique to regulated utility practice in Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Other basis for payment: Hourly rates for various staff in accordance with attachment 'CC' fee schedule

II. JUSTIFICATION

7. What conditions require that this work be done?

The Commission is an intervener in five open contested dockets before the Federal Energy Regulatory Commission (FERC) and the Public Utilities Commission of Nevada (PUCN). These dockets address NV Energy and all have significant potential impact on the Commission and its power customers. The amount and nature of the information filed is voluminous, complex and involves rate-making, public policy and utility cost of service matters. The Commission needs specialized technical expertise for review and analysis and the provision of expert witness testimony during the proceedings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff does not have the significant amount of specialized expertise nor ability to provide needed expert economic witness testimony in utility regulatory proceedings. Further Staff does not have adequate past experience with the specific issues raised in these dockets nor the available time to perform needed analysis.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This vendor has worked with the agency in the past and has long-term experience and expertise with utility regulatory matters in multiple jurisdictions including Nevada. The assigned Principal with Exeter who will be assisting the Commission personally was in the past employed by NV Energy as a manager of its rate-making staff. This specialized expertise and utility-specific knowledge is very difficult to find.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor was engaged by the Commission about five years ago. The services were satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbeatty	08/27/2013 16:03:22 PM
Division Approval	dbeatty	08/27/2013 16:03:25 PM
Department Approval	dbeatty	08/27/2013 16:03:28 PM
Contract Manager Approval	jsalo	08/27/2013 17:23:47 PM
Budget Analyst Approval	jborrowm	08/30/2013 15:18:01 PM
BOE Agenda Approval	jborrowm	08/30/2013 15:18:08 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14900**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: EL AERO SERVICES INC
Agency Code: 702	Contractor Name: EL AERO SERVICES INC
Appropriation Unit: 4464-14	Address: 815 Murray Way
Is budget authority available?: Yes	City/State/Zip: ELKO, NV 89801
If "No" please explain: Not Applicable	Contact/Phone: Susan McGinnis 775/738-7123
	Vendor No.: PUR0003280
	NV Business ID: nv19681002544
To what State Fiscal Year(s) will the contract be charged?	2014-2017

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 % CONSERVATION FEES
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **rfp #3063**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2013**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2016**

Contract term: **3 years and 24 days**

4. Type of contract: **Contract**

Contract description: **Helicopter Services**

5. Purpose of contract:

This is a new contract that continues ongoing helicopter services to help the department meet its wildlife management responsibilities and supplement existing helicopter capabilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,800,000.00**

Other basis for payment: Bell 206B3 \$900.00 per Hour, Bell 206L4 \$1400.00 per Hour, Pilot Rate \$123.00 per Day, Fuel Truck \$1.83 per Mile, Driver \$123.00 per Day, Ag-Nav System 250.00 per Day, Seed Buckets \$250.00 per Day, Seed Mixer \$250.00 per Day, Cessna 172 \$295.00 per flight Hour, Cessna 206 \$425.00 per flight Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

NDOW requires helicopter services to help meet its wildlife management responsibilities

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOW does not have adequate resources or pilots to complete the work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3063, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/23/2013 Anticipated re-bid date: 05/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

El Aero is currently contracted with the Department of Wildlife for Helicopter Services. The quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmcdani	08/30/2013 16:59:25 PM
Division Approval	bmcdani	08/30/2013 16:59:27 PM
Department Approval	bmcdani	08/30/2013 16:59:29 PM
Contract Manager Approval	bmcdani	08/30/2013 16:59:31 PM
Budget Analyst Approval	sbarkdul	09/05/2013 10:11:55 AM
BOE Agenda Approval	cwatson	09/13/2013 09:59:47 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11730** Amendment Number: **2**
 Agency Name: **ENVIRONMENTAL PROTECTION** Legal Entity Name: **BROADBENT & ASSOCIATES INC**
 Agency Code: **709** Contractor Name: **BROADBENT & ASSOCIATES INC**
 Appropriation Unit: **3187-75** Address: **8 W PACIFIC AVE**
 Is budget authority available?: **No** City/State/Zip: **HENDERSON, NV 89015**
 If "No" please explain: Additional budget authority is being requested via Work Program #C27632 being heard at IFC October, 2013 meeting. Contact/Phone: **Kirk Stowers 702/563-0600**
 Vendor No.: **T80989610**
 NV Business ID: **NV19891031637**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Atlantic Richfield Corporation

Agency Reference #: **DEP #11-010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date **10/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2014**

Contract term: **4 years and 18 days**

4. Type of contract: **Contract**

Contract description: **Environmental EMAR**

5. Purpose of contract:

This is the second amendment to the original contract, which provides professional site characterization and cleanup services in the event various forms of environmental contamination should occur. This amendment increases the maximum amount from \$2,400,000 to \$3,658,852 to cover the cost of previously unanticipated work at the Yerington Mine Site where the Arimetco heap leach mine drain-down Fluid Management System needs additional fluid volume capacity to prevent release of acidic fluids that may result from a large storm event during the rainy season of 2013-2014. This work will be implemented under authority provided by NRS 459.537 and as determined by the U.S. Environmental Protection Agency (EPA). The cost will be funded via a 50/50 split by the EPA through an amended Multi Site Cooperative Agreement and the remainder under a separate voluntary agreement with the Atlantic Richfield Company.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,400,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,258,852.00
4. New maximum contract amount:	\$3,658,852.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Environmental Contamination can occur or be identified statewide. The State needs to be able to protect the public welfare.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The work performed is on an as needed basis. The State does not possess the wide variety of equipment or appropriately trained personnel.

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?

Ability, experience and price.

d. Last bid date: 10/01/2010 Anticipated re-bid date: 09/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Broadbent is one of the current contractors for EMAR for NDEP. The previous EMAR contract started in September 2002. The agency is very satisfied with their services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfleming	09/03/2013 09:14:24 AM
Division Approval	demme	09/03/2013 14:13:58 PM
Department Approval	demme	09/03/2013 14:14:03 PM
Contract Manager Approval	sgotta	09/04/2013 09:05:40 AM
Budget Analyst Approval	jrodrig9	09/10/2013 15:39:48 PM
BOE Agenda Approval	cwatson	09/13/2013 10:08:00 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: 13801	Amendment Number: 2
Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: MCGINLEY & ASSOCIATES INC
Agency Code: 709	Contractor Name: MCGINLEY & ASSOCIATES INC
Appropriation Unit: 3187-20	Address: 815 MAESTRO DR
Is budget authority available?: No	City/State/Zip: RENO, NV 89511-2387
If "No" please explain: Budget authority is being requested via Work Program #C27636 as attached.	Contact/Phone: null775/829-2245
	Vendor No.: T81202459
	NV Business ID: NV20021218343

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Petroleum Board Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: RFP #1991 / DEP #13-007

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2012**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **3 years and 265 days**

4. Type of contract: **Contract**

Contract description: **LUST/UST**

5. Purpose of contract:

This is the second amendment to the contract, which provides services to aid the state in conducting investigations of soil, groundwater and surface water contamination resulting from leaking tanks throughout the state. This amendment increases the maximum amount from \$810,885 to \$2,810,885 to allow for the response to, and clean-up of, petroleum discharges from underground storage tanks as provided for by NRS 590.835. This amendment also amends the original Scope of Work to add the training of Certified Environmental Managers. This training will include the purchase of training materials, hardware and software to facilitate the training as identified in the revised Scope of Work.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$400,000.00
2. Total amount of any previous contract amendments:	\$410,885.00
3. Amount of current contract amendment:	\$2,000,000.00
4. New maximum contract amount:	\$2,810,885.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the staffing capacity to perform these duties.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the staffing 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #1991, 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: 07/12/2012 Anticipated re-bid date: 06/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

McGinley & Associates has been under contract with NDEP, BCA for many contracts including UST/LUST, BMI Project and Brownfields projects. They have performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfleming	09/03/2013 09:15:22 AM
Division Approval	demme	09/03/2013 14:24:14 PM
Department Approval	demme	09/03/2013 14:24:19 PM
Contract Manager Approval	sgotta	09/04/2013 09:06:43 AM
Budget Analyst Approval	jrodrig9	09/10/2013 15:31:37 PM
BOE Agenda Approval	cwatson	09/12/2013 09:07:13 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: **14800**

Agency Name: B&I - ATHLETIC COMMISSION	Legal Entity Name: YBARRA, ALEJANDRO C
Agency Code: 749	Contractor Name: YBARRA, ALEJANDRO C
Appropriation Unit: 3952-04	Address: 6387 BOLD REGATTA CT
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89139-6262
If "No" please explain: Not Applicable	Contact/Phone: ALEJANDRO YBARRA 702/505-0954
	Vendor No.: T81023618
	NV Business ID: NV20111090105
To what State Fiscal Year(s) will the contract be charged?	2014-2018

What is the source of funds that 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 **10/01/2013**

Anticipated BOE meeting date **09/2013**

Retroactive? **Yes**

If "Yes", please explain

Mr. Ybarro is a current inspector who has had the role of Chief Inspector since June 1, 2013. This has resulted in a savings of \$3000.00 to the budget in Chief Inspector fees for the months of June, July and August. The Commission is satisfied with Mr. Ybarro's performance and would like to start compensation at Chief Inspector wages retroactive to September 5, 2013.

The alternative would be to start compensation for the role of Chief Inspector upon Board of Examiners approval.

3. Termination Date: **09/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Inspector Services**

5. Purpose of contract:

This is a new contract to provide Chief Inspector Services during Athletic Commission weigh-ins and events.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,000.00**

Payment for services will be made at the rate of \$1,000.00 per month

Other basis for payment: Not to exceed \$12,000 per year. Travel expenses and per diem allowances at approved State rate not to exceed a total cost of \$1,000.00 per year equal to \$4,000.00 over the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 467.050 allows the Commission to utilize and employ a Chief Inspector as an independent contractor.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Events occur on evenings, weekends and holidays. The Commission has limited staff and other agencies would incur overtime in effort to fulfill these obligations.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor has knowledge of the rules and regulations and has served as an inspector for the Athletic Commission since October 1997.

d. Last bid date: 07/24/2013 Anticipated re-bid date: 08/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been working as an inspector for the Athletic Commission since October 1997. Service performance is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfiguero	08/26/2013 22:02:21 PM
Division Approval	lfiguero	08/26/2013 22:02:29 PM
Department Approval	lkoehler	09/03/2013 11:47:48 AM
Contract Manager Approval	lkoehler	09/09/2013 16:04:15 PM
Budget Analyst Approval	sjohnso9	09/10/2013 08:19:16 AM
BOE Agenda Approval	sbrown	09/11/2013 11:44:16 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14887**

Agency Name: DEPARTMENT OF MOTOR VEHICLES	Legal Entity Name: PENNA POWERS BRIAN HAYNES INC
Agency Code: 810	Contractor Name: PENNA POWERS BRIAN HAYNES INC
Appropriation Unit: 4744-18	Address: PENNA POWERS BRIAN HAYNES 1706 S MAJOR ST
Is budget authority available?: Yes	City/State/Zip: SALT LAKE CITY, UT 84115
If "No" please explain: Not Applicable	Contact/Phone: null801/487-4800
	Vendor No.: T29027216
	NV Business ID: NV20111035305

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	59.00 % Emission fees
Federal Funds	0.00 %		Bonds	0.00 %
X Highway Funds	41.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2013**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 266 days**

4. Type of contract: **Contract**

Contract description: **Advertising/DMV Info**

5. Purpose of contract:

This is a new contract to provide ongoing integrated marketing and media buying for the department's advertising campaigns.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$854,828.00**

Other basis for payment: Discounted blended hourly rate of \$110.00 and 15% media commission.

II. JUSTIFICATION

7. What conditions require that this work be done?

Marketing and media buying is necessary to keep the public informed about NDMV

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The marketing and media buying requires specialized skills that the State employees do not have.

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 #3059, 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: 03/16/2013 Anticipated re-bid date: 03/16/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2012 Department of Public Safety, Traffic Division. The service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	08/30/2013 08:13:17 AM
Division Approval	cmunoz	08/30/2013 08:13:19 AM
Department Approval	akeillor	08/30/2013 11:09:20 AM
Contract Manager Approval	hazevedo	08/30/2013 12:34:36 PM
Budget Analyst Approval	cwatson	09/13/2013 10:03:03 AM
BOE Agenda Approval	cwatson	09/13/2013 10:03:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14910**

Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: Lee A Drizin, Chtd.
Agency Code: BDC	Contractor Name: Lee A Drizin, Chtd.
Appropriation Unit: B007 - All Categories	Address: 2460 Professional Ct Suite 110
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: Lee Drizin 702-798-4955
	Vendor No.: T29029582
	NV Business ID: NV20031316720

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency Funds

Agency Reference #: 2013-2

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Provider Agreement**

Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract for legal services for the Nevada State Board of Dental Examiners.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Other basis for payment: Partner Rate - \$225.00/hour and Associate Rate - \$185.00/hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Board of Dental Examiners requires on a routine and regular basis a wide variety of legal services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board has no legal counsel on staff, and the legal services required by the Board exceed the legal services that can be provided by the Attorney General's Office.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Board of Dental Examiners

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	55443282	09/03/2013 13:23:08 PM
Division Approval	55443282	09/03/2013 13:23:11 PM
Department Approval	55443282	09/03/2013 13:23:14 PM
Contract Manager Approval	55443282	09/03/2013 13:23:16 PM
Budget Analyst Approval	sjohnso9	09/10/2013 13:33:54 PM
BOE Agenda Approval	sbrown	09/11/2013 11:41:06 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 CONTRACT

1. Contract Number: **14909**

Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: MORRIS, POLICH & PURDY
Agency Code: BDC	Contractor Name: MORRIS, POLICH & PURDY
Appropriation Unit: B007 - All Categories	Address: 500 S RANCHO DR STE 17
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89106
If "No" please explain: Not Applicable	Contact/Phone: JOHN HUNT 702-436-3835
	Vendor No.: T29030177
	NV Business ID: NV19961000223

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % AGENCY FUNDS

Agency Reference #: 2013-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **3 years and 273 days**

4. Type of contract: **Provider Agreement**

Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract for legal services for the Nevada State Board of Dental Examiners.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$700,000.00**

Other basis for payment: Partner Rate - \$210.00/hour and Associate Rate - \$185.00/hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Board of Dental Examiners routinely and regularly requires a variety of legal services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board has no legal counsel on staff, and the legal services required by the Board exceed the legal services that are offered by the Attorney General's Office.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

State Board of Dental Examiners

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	55443282	09/03/2013 13:19:47 PM
Division Approval	55443282	09/03/2013 13:19:50 PM
Department Approval	55443282	09/03/2013 13:19:53 PM
Contract Manager Approval	55443282	09/03/2013 13:19:56 PM
Budget Analyst Approval	sjohnso9	09/10/2013 13:47:59 PM
BOE Agenda Approval	sbrown	09/11/2013 11:40:15 AM
BOE Final Approval	Pending	

13. INFORMATIONAL ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved for the month of September.

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
14891	Department of Administration – Enterprise IT Services	Dell Marketing, LP.	Contract	\$11,892
Contract Description:	This is a new contract to provide installation of Compellent open system storage equipment required to replace/expand existing storage in Las Vegas, Nevada.			
14892	Department of Administration – Enterprise IT Services	Dell Marketing, LP.	Contract	\$46,000
Contract Description:	This is a new contract to provide installation of CommVault open system storage equipment required to replace/expand existing storage in Las Vegas, Nevada.			
14401	Department of Administration- Enterprise IT Services	Witch Communications Group	Amend#1	\$34,208
Contract Description:	This is the first amendment to the original agreement, which continues hub and secure data hosting for the state. This amendment increases the maximum amount from \$1,000,000 to \$1,034,027.34 due to a need for additional rack/cabinet space and power to house the backup for the Nevada Health Insurance Exchange.			
14894	Department of Administration – Enterprise IT Services	Dell Marketing, LP.	Contract	\$2,875
Contract Description:	This is a new contract to provide installation of Compellent open system storage equipment required to replace/expand existing storage in Carson City, Nevada.			
14917	Department of Administration – State Public Works Division	JBA Consulting Engineers, Inc.	Contract	\$15,750
Contract Description:	This is a new contract to provide professional architectural/engineering services to replace HVAC Units at the Lost City Museum; Project No. 13-M30; Contract No. 82031.			
14918	Department of Administration – State Public Works Division	JBA Consulting Engineers, Inc.	Contract	\$36,500
Contract Description:	This is a new contract to provide professional architectural/engineering services to replace rooftop HVAC Units – Housing Units at the Southern Nevada’s Women’s Correctional Center; Phase 1; Project No. 13-M16; Contract No. 82127.			

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
14921	Department of Administration – State Public Works Division	Ainsworth Associates	Contract	\$34,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC Systems renovation (Stewart Buildings 6 & 10); Project No. 13-M29; Contract No. 82214.			
14937	Department of Administration – State Public Works Division	JR Romero Architect	Contract	\$13,000
Contract Description:	This is a new contract to provide professional architectural/engineering services to replace the main doors at the Stead Training Facility; Reno, NV; Project No. 13-M54; Contract No. 82227. The project includes removing and replacing exterior doors and hardware of eight buildings.			
14936	Department of Administration – State Public Works Division	DG Koch Associates, LLC.	Contract	\$18,200
Contract Description:	This is a new contract to provide professional design & construction administration engineering services for construction improvements to the Desert Regional Center; Project No. 13-M32; Contract No. 82195. The project will include replacing two existing gas furnaces and air cooled condensing units in each of three cottages located at the DRC, on North Jones, in Las Vegas, for a total of six systems; modification and/or replacement of existing ductwork; provide new gas connections and refrigerant tubing; wall patching and repairs as required by the upgraded HVAC systems; provide new packaged temperature controls, electrical and test/balance; remove existing equipment; and revise the condensate drains.			
14935	Department of Administration – State Public Works Division	Petty & Associates, Inc.	Contract	\$47,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the chiller and boiler replacement at the Warm Springs Correctional Center Housing Unit 2 in Carson City, NV; Project No. 13-M18; Contract No. 82115. Project includes the replacement of the existing boiler, chiller pumps, and other associated equipment as outlined in the Scope of Work for this project. Work will include all mechanical, electrical, and structural design as necessary.			
14933	Department of Administration – State Public Works Division	Rounds Engineering, LTD. Dba CR Engineering	Contract	\$29,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the boiler plant improvements at the Blasdel Building; Project No. 13-M38; Contract No. 82171. Project includes the removal of a 2,000 MBH dual fuel boiler, hot water pump, and controls. Installation of two (2) gas fired, high efficiency, condensing, 1,200 MBH, boilers, inline boiler pumps, base mounted hot water pumps, associated piping modifications and direct digital controls. The proposed electrical sub-consultant is Jensen Engineering.			
14939	Department of Administration – State Public Works Division	Engineering Partners	Contract	\$12,000
Contract Description:	This is a new contract to provide professional mechanical, electrical and design engineering services to replace rooftop HVAC Units at the Southern Nevada Child and Adult Services; Project No. 13-M34, Contract No. 82189. Project included the replacement of four (4) packaged rooftop units for the existing 6,500 square feet, single story building located at 6171 W. Charleston Blvd. in Las Vegas.			
14938	Department of Administration – State Public Works Division	Gary Guy Wilson Professional Corp.	Contract	\$21,744
Contract Description:	This is a new contract to provide professional architectural/engineering services for the elevator upgrade at the Belrose Building, Las Vegas, NV; Project No. 13-M49; Contract No. 82219. Project will include the design services to upgrade (02) two existing elevators located in the Belrose Office Building, including upgrades to the elevator equipment, signage, controls, ventilation unit and to address ADA and the fire safety requirements.			
14871	Department of Administration – State Public Works Division	ASAP Pump & Well Service	Contract	\$20,000
Contract Description:	This is a new contract that continues ongoing repairs, services, and maintenance to various State well sites, on an as needed basis and at the written request and approval of a Buildings and Grounds designee.			

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
14944	Department of Administration – State Public Works Division	Aspen Engineering, LLC.	Contract	\$26,000
Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC System Renovation at the Northern Nevada Child and Adolescent Services Administration Building and Residential Buildings; Reno, Nevada; Project No. 13-M31 and 13-M35; Contract No. 82216. This project includes replacement of the existing heating, ventilating, and air conditioning equipment serving the Administration Building at the Northern Nevada Child and Adolescent Services campus on Enterprise Road in Reno.			
14922	Department of Administration – State Public Works Division	Petty & Associates, Inc.	Contract	\$20,000
Contract Description:	This is a new contract to provide boiler plant improvements at the Lake's Crossing, Sparks, Nevada; Project No. 13-M09; Contract No. 82131. The work will include all mechanical, electrical and structural design as necessary.			
15016	Department of Administration – State Public Works Division	Lumos and Associates	Contract	\$24,900
Contract Description:	This is a new contract to provide professional architectural/engineering services for the Combined Support Maintenance Shop site improvements; Project No. 13-A027; contract No. 85597.			
14212	Department of Administration – State Public Works Division	Reno Tahoe Franchising Inc. dba Jani King of Reno	Amend#1	\$20,000
Contract Description:	This is the first amendment to the original contract, which continues ongoing floor cleaning/care at the written request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$15,000 to \$35,000 to add the task of carpet care to the scope of work for this contract.			
14984	Department of Administration – State Public Works Division	Carson Pump, LLC.	Contract	\$15,000
Contract Description:	This is a new contract to provide maintenance and repair of various well sites including, but not limited to Stewart well and Marlette pump site on an as-needed basis. This will be at the request and approval of a State Public Works Division (SPWD), Buildings and Grounds (B&G) – Marlette Water System designee(s).			
13149	Department of Business and Industry – Real Estate Division	Linda Rheinberger	Amend#2	\$5,000
Contract Description:	This is the second amendment to the original contract to extend the contract for one additional year from October 1, 2013 to September 30, 2014 to continue instructing the trust accounting course to brokers, broker-salespersons and salespersons.			
10838	Department of Employment, Training and Rehabilitation – Employment Security Division	Virtual Hold Technology, LLC.	Amend#1	\$20,102
Contract Description:	This is the second amendment to the original contract to extend the contract for one additional year from October 1, 2013 to September 30, 2014 to continue instructing the trust accounting course to brokers, broker-salespersons and salespersons.			
14793	Department of Employment, Training and Rehabilitation – Vocational Rehabilitation	University of Nevada School of Medicine	Amend#2	\$5,000
Contract Description:	This is a new contract to provide an applicant or eligible client services that include, but are not limited to, examination, consultation, diagnosis, treatment, therapy, anesthesia, medical facility fees, and hospital or surgeon fees. Services will be provided with the intent of getting the applicant able to return to work activities.			
13300	Department of Motor Vehicles – Field Services	Vogue Laundry & Cleaners, Inc. dba Vogue Linen and Uniform Rent	Amend#1	\$18,420
Contract Description:	This is an amendment to the original contract, which provides and maintains on a rental basis floor mats and scrapers for Elko, Ely, and Winnemucca DMV facilities. This amendment extends the termination date from September 30, 2013 to September 30, 2016 and increases the maximum amount from \$8,672.43 to \$27,091.51 due to the need to provide safety and protect the facilities.			

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/ AMENDMENT	AMOUNT
11122	Gaming Control Board	International Risk	Amend#2	\$49,900
Contract Description:	This is the second amendment to the original contract which provides ongoing investigations of foreign-based applicants. Difficulty in performing research in large, foreign records facilities characterized by poor indices mandates use of outside contractors to perform some of this work. This amendment increases the maximum amount from \$100,000 to \$149,900 due to an increases need for the services.			
14851	Department of Health and Human Services – Aging and Disability Services Division	DOP, Inc. dba Vegas Painters	Contract	\$11,010
Contract Description:	This is a new contract to provide interior painting of Building 1301 and 1308 at Desert Regional Center.			
14976	Department of Health and Human Services – Aging and Disability Services Division	Vegas Valley Fire Design, Inc.	Contract	\$19,498
Contract Description:	This is a new contract that continues ongoing fire sprinkler, fire extinguisher, fire hydrant inspection and repair services for Desert Regional Center.			
14977	Department of Health and Human Services – Aging and Disability Services Division	Pueblo Electrical Services, Inc.	Contract	\$20,000
Contract Description:	This is a new contract that continues ongoing electrical repair services for Desert Regional Center.			
14979	Department of Health and Human Services – Public and Behavioral Health	Center for Social Innovation	Contract	\$49,990
Contract Description:	This is a new revenue contract to develop planning for the Nevada Peer Support Program, which will ultimately support services and involvement with Nevada’s Mental Health and substance abuse services.			
14998	Department of Health and Human Services – Public and Behavior Health	Board of Regents – UNR Unsom	Contract	\$11,010
Contract Description:	This is a new interlocal agreement, for ongoing services to implement a statewide network of telemedicine/tele-psychiatry services to increases access to care in the rural areas on behalf of individuals with mental and co-occurring substance abuse disorders who may also be involved in the juvenile or criminal justice systems.			
14115	Department of Health Care Financing and Policy	Public Knowledge, LLC.	Amend #1	(\$13,870)
Contract Description:	This is the first amendment to the original contract which provides assistance to the Division with Federally required Medicaid Information Technology Architecture (MITA) 3.x State Self-Assessment (SS-A). This amendment decreases the maximum amount of the contract from \$601,391 to \$587,521 due to a change in the scope of work to remove the development of a cost allocation plan by the contractor. This amendment also incorporates the detailed Project Plan identified in the original scope of work; this change does not change the authority of the contract.			
14849	Department of Health and Human Services – Public Health	Bombard Mechanical	Contract	\$49,950
Contract Description:	This a new contract to provide ongoing commercial plumbing and HVAC maintenance services to the Southern Nevada Adult Mental Health Services agency campus. Because of the unique design of the facilities and need for certifications and inspections, it is required to have licensed commercial plumbers and licensed commercial HVAC technicians available.			
14979	Department of Health and Human Services – Public Health	Center for Social Innovation	Contract	\$49,990
Contract Description:	This is a new contract to develop planning for the Nevada Peer support Program, which will ultimately support services and involvement with Nevada’s mental Health and substance abuse services.			
14958	Department of Motor Vehicles	Reno Tahoe Franchising, Inc.	Contract	\$16,870
Contract Description:	This is a new contract to provide ongoing janitorial service for the DMV Commercial Driver’s License facility located at 810 Greg Street, Sparks.			

CONTRACT #	STATE AGENCY	CONTRACTOR	CONTRACT/AMENDMENT	AMOUNT
14947	Department of Wildlife	Board of Regents – NSHE OBO UNR	Contract	\$15,000
Contract Description:	This a new contract to provide qualified facilitation of Sage-grouse Local Working Group meetings in Nevada. Working with the Nevada Department of Wildlife, the Nevada System of Higher Education (Cooperative Extension) Staff will conduct up to three facilitated sessions with the Washoe-Lassen-Modoc, Lincoln. White Pine working groups and up to four sessions will be conducted with the Bi-State Local Working Group.			

Brian Sandoval
Governor




Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: September 16, 2013
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Julie Strandberg, Budget Analyst 
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT
Carpenter 1 Fire – Mt. Charleston

Agenda Item Write-up:

Pursuant to NRS 353.2755, Clark County filed their letter of intent with the Division of Emergency Management within the 60 day requirement to request a loan or a grant from the Disaster Relief Account for the Carpenter 1 Fire, which occurred in the Mt. Charleston area.

Additional Information:

Date of Disaster: July 30, 2013

Letter of Intent Submission: August 16, 2013

Estimated Request from Disaster Relief Account: \$200,000
(Estimate provided by DEM - Preliminary Damage Assessment Report)

Estimated Balance – Disaster Relief Account: \$5,701,346

Statutory Authority:

Pursuant to NRS 353.2755 (2) a written letter of intent to request a grant or loan from the Disaster Relief Account must be submitted within 60 days after the event has been declared a disaster.

REVIEWED: <u> <i>aw</i> </u>
INFORMATION ITEM: _____



MEMORANDUM

Clark County Fire Department

To: Ron Hood, Recovery and Mitigation Officer
Nevada Division of Emergency Management

From: Irene Navis, Plans and Operations
Coordinator, OEMHS

Date: August 16, 2013

Subject: Carpenter 1 Fire Recovery (Mt. Charleston)

BERTRAL WASHINGTON
FIRE CHIEF

FERNANDEZ LEARY
DEPUTY FIRE CHIEF

KELLY BLACKMON
DEPUTY FIRE CHIEF

ERIK NEWMAN
DEPUTY FIRE CHIEF

JON KLASSEN
DEPUTY FIRE CHIEF

SANDRA BAKER
ASSISTANT FIRE CHIEF

MICHAEL JOHNSON
ASSISTANT FIRE CHIEF

TROY TUKE
ASSISTANT FIRE CHIEF

Ron,

On behalf of Deputy Chief Fernandez Leary, we hereby transmit the Notice of Intent to submit an application for Nevada Disaster Relief funds. We have completed the Notice of Intent based on the current best available information.

This memo shall serve as the required commitment letter to indicate willingness share in the costs of damage recovery as a result of the Carpenter 1 Fire, which affected the Mt. Charleston area, and for which fire monitoring activities are ongoing. Recovery efforts are underway, and expenditures on behalf of Clark County have already occurred. Because full recovery costs have not yet been identified, additional expenses will be included later in the application process. As more information becomes available, we will provide it to you.

Thank you for your assistance in moving this application forward, and if you need any additional information, please contact Chief Leary or me.

DECLARATION OF EMERGENCY

Proclamation of the Clark County Manager declaring a state of emergency due to fire

Whereas, a fire known as the "Carpenter 1 Fire" has burned forest and grass lands in the Spring Mountain Range in Clark County, Nevada for several weeks and at this time is approximately 95% contained,

Whereas, the fire has damaged county lands, destroyed private property and has created a severe risk of land slides, rock slides, flash flooding and other hazards in the Spring Mountain area due to loss of vegetation and erosion,

Whereas, the fire has also destroyed some of the habitat of protected species,

Whereas, major response expenses have been incurred and are expected to continue for a significant time,

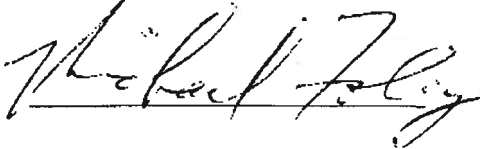
THEREFORE, BE IT PROCLAIMED that the Clark County Manager does hereby declare, as authorized by the provisions of Nevada Revised Statutes chapter 414 and Clark County Code chapter 3.04, that within the County of Clark a state of emergency does exist due to conditions of peril arising from the fires and their aftermath.

Proclaimed this 30TH day of July, 2013.

County Manager
Clark County, Nevada

By 
Donald Burnette

ATTEST:





**NOTICE OF INTENT Carpenter 1 Fire
July 1 – 17, 2013
Due to the Division of Emergency Management by:
Close of Business by August 14, 2013
Disaster Relief Fund**

Clark County Recovery from Carpenter 1 Fire (Mt. Charleston Area)

Project Name

Clark County Office of Emergency Management and Homeland Security

Sponsoring Agency

<i>For State Use Only</i>		
Date Received	Application Type	Application Number

Attn: Ron Hood; rhood@dps.state.nv.us;
Nevada Division of Emergency Management
2478 Fairview Drive, Carson City, Nevada 89701-6824
(775) 687-0319 phone | (775) 687-0323 fax
<http://dem.state.nv.us>

Part I: Contact Information

<p>Fernandez Leary Primary Contact</p> <hr/> <p>Deputy Fire Chief/Emergency Manager Title</p> <p>Clark County Office of Emergency Management and Homeland Security</p> <hr/> <p>Agency</p> <p>575 E. Flamingo Road</p> <hr/> <p>Address</p> <p>Las Vegas, NV 89119</p> <hr/> <p>City, County, State, Zip Code</p> <p>(702)455-5710</p> <hr/> <p>Phone Number</p> <p>F7118L@clarkcountynv.gov</p> <hr/> <p>E-mail</p>	<p>Irene Navis Secondary Contact</p> <hr/> <p>Plans and Operations Coordinator Title</p> <p>Clark County Office of Emergency Management and Homeland Security</p> <hr/> <p>Agency</p> <p>575 E. Flamingo Road</p> <hr/> <p>Address</p> <p>Las Vegas, NV 89119</p> <hr/> <p>City, County, State, Zip Code</p> <p>(702)455-5710</p> <hr/> <p>Phone Number</p> <p>ilin@clarkcountynv.gov</p> <hr/> <p>E-mail</p>
--	---

Part II: Community Information

Name of Applicant and Type (County, Tribe, City) _____ County _____

7,910 square miles
1.9 million population

500 South Grand Central Parkway

What is the size of the community?

Address

Las Vegas, Clark County

003

County Code

City and County

89155

Zip Code

Nevada
State

4

Senate 9, Assembly 13

US Congressional District

State Legislative District(s)

32-003

FIPS Code

08-378-2953

DUNS Number

Part III: Financial

Funding

Project Cost	Annual Maintenance Cost (if applicable)	Proposed Disaster Relief Fund Share (\$ and %)	Proposed Local Share (\$ and %)
\$400,000	n/a	\$200,000 50%	\$200,000 50%

Matching Non-Federal Funds

Local Share Source	Source Agency Name	Funding Type	Amount	Date Available
General Fund Accounts	Clark County	Operation/ Maintenance	\$400,000*	FY13/14

Use the space below to add any pertinent details not accounted for above.

*This estimate is based on 50% of the estimated total costs, as a demonstration of Clark County's expenditures and/or commitment to expend to complete the necessary recovery actions.

Be sure to include a letter that indicates the date the funds are available to be committed.

8

Part IV: Project Information

Scope of Work

Describe the project, including what it entails, (what, when, where, how, who).

The Carpenter 1 Fire (July 1 – present) has resulted in a significant amount of burned area, both in wilderness areas and areas which interface with human habitation. The amount of acreage burned has resulted in large amounts of debris, including charred wood, ash, mud, and other hazardous conditions requiring clearing and removal. Drainage facilities affected by debris will need to be cleared, evaluated, and repaired as necessary. In addition, in the Trout Canyon area, the 20-home subdivision affected by the Fire has been without a drinking and sanitary water supply since the start of the fire. Temporary measures to provide drinking water and water for sanitation, at Clark County's expense, are in place until a more permanent replacement is in place.

A Damage Assessment Team has been requested from the State which will provide identification of further recovery actions that may be taken to repair damage or prevent or mitigate flood, mudslide, or avalanche risk.

Further, recovery actions related to flood control and flood mitigation, as may be identified in the BAER team report, will be the responsibility of Clark County. Costs for implementing these actions have not yet been identified.

Part V: Project Information, Continued

Estimated Project Timeline		Itemized Action List
Phase	Duration	
Damage Assessment	30 days	Assessment and evaluation by BAER team, Clark County personnel, and State Disaster Assessment Team
Debris Removal	120 days	Remove debris from public rights of way and county property
Drainage facilities	120 days	Remove debris, evaluate condition, conduct repair/mitigation actions
Trout Canyon	120 days	Provide temporary drinking and sanitary water assistance until permanent water services can be provided
Total		*Duration must be in days

Be sure to attach all relevant estimates and drawings.

Attachments

Check the box next to each article that has been included with this application:

- Estimates
- Maps or Photos
- Funds Commitment Letter