

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: May 13, 2014 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 APRIL 8, 2014 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME POLICIES**

The Board of Examiners (BOE) is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the BOE to adopt rules and regulations while NRS 217.150 requires the BOE to formulate standards for the payment of compensation to victims of crime. The current policies were last updated and adopted by the Board in August 2009. The current revisions are largely clarification and minor changes to existing policies.

***4. FOR POSSIBLE ACTION – NOTIFICATION OF INTENT TO FILE FOR A GRANT OR LOAN FROM THE DISASTER RELIEF ACCOUNT WHICH REQUIRES AN EXTENSION TO COLLECT DATA**

A. Department of Public Safety – Division of Emergency Management – Clark County Flood

Pursuant to NRS 353.2755, the Division of Emergency Management on behalf of Clark County is requesting additional time to the original extension due to the time needed to identify all costs associated with the flood damage repairs and to identify potential insurance claim offsets to the various departments and agencies with damage to structures and facilities. Clark County respectfully requests a fourth and final extension of time from June 30, 2014 to September 28, 2014.

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

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

A. Department of Administration – Administrative Services Division

- 1. 0324 – Independent Contract Review Procedure**
- 2. 0328 – Lease Contracts**
- 3. 0336 – Amendments to Contracts**

B. Department of Administration – Enterprise Information Technology Services

- 1. 1616 – Cellular Telephones/Tablets/Mobile Devices**

C. Department of Administration – Fleet Services Division

- 1. 0204 – Board of Examiners’ Travel Policy**
- 2. 0218 – Use of Rental Cars**
- 3. 0504 – Insurance and Self-Insurance**
- 4. 1303 – Authorized Operators of State Vehicles**
- 5. 1304 – Complaint Procedure**
- 6. 1316 – Records**
- 7. 1400 – Table of Contents**
- 8. 1402 – Purpose**
- 9. 1404 – Policy**
- 10. 1405 – Services Provided**
- 11. 1406 – Division Charges**

12. 1407 – Vehicle Utilization Guidelines
13. 1408 – Facility Locations and Hours of Operation
14. 1409 – Authorized Operators of Fleet Services Vehicles
15. 1410 – How to Request a Vehicle
16. 1412 – Care and Maintenance of State Vehicles
17. 1414 – Insurance and Accident Reporting
18. 1415 – Driver Responsibility
19. 1416 – Fuel
20. 1417 – Long Term Assigned Vehicle Request (Deleted)
21. 1418 – Energy Management
22. 2904 – What to Do in the Event of an Accident or Potential Claim

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

A. Department of Education

Pursuant to NRS 333.705, the Department of Education seeks approval to continue a contract with WestEd, who now employs a former employee of the department, Rorie Fitzpatrick. The former employee may be involved in future projects that impact the department.

B. Department of Employment, Training and Rehabilitation

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Disability Adjudication (BDA), seeks approval to continue to contract with Avysion Healthcare Services, who is anticipated to employ an employee acting as Chief Medical Consultant of the agency who has announced his retirement, Dr. Jaime Wheeler. The current employee has 24 years of experience as BDA's medical policy expert and 30 years of experience as a medical consultant. BDA is requesting to employ this individual part time through Avysion Healthcare Services, up to 20 hours per week, for up to two years subsequent to his retirement in order to continue to train and mentor other BDA physicians.

C. Department of Health and Human Services – Director's Office

Pursuant to NRS 333.705, the Department of Health and Human Services requests department-wide blanket pre-approval authority to contract with persons who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

D. Department of Health and Human Services – Director's Office

Pursuant to NRS 333.705, the DHHS Director's Office requests authority to contract with a former employee, Jennifer White, to serve as a statewide 2-1-1 Coordinator.

E. Department of Health and Human Services – Division of Health Care Financing and Policy (DHCFP)

Pursuant to NRS 333.705, the DHCFP requests authority to contract with Dr. David Fiore, who is currently employed at the University of Nevada, Reno. DHCFP would like to retain his services through Avysion to ensure adequate staffing for Medicaid eligibility determinations during work load fluctuations.

F. Department of Health and Human Services – Division of Public and Behavioral Health

Pursuant to NRS 333.705, the Department of Health and Human Services requests retroactive authority for contracts with persons from November 2012 through March 2014, who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

***7. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

A. Judicial Branch – Judicial Retirement System - \$24,241

Pursuant to NRS 353.268, the Judicial Branch, Judicial Retirement System State Share, requests an allocation of \$24,241 from the Interim Finance Committee Contingency Fund to fund a projected shortfall in the account supporting the unfunded actuarial accrued liability payments.

B. Judicial Branch – Judicial State Elected Officials - \$110,000

Pursuant to NRS 353.268, the Judicial Branch, Judicial State Elected Officials, requests an allocation of \$110,000 from the Interim Finance Committee Contingency Fund to fund unbudgeted Medicare costs.

C. Judicial Discipline Commission - \$29,527

Pursuant to NRS 353.268, the Judicial Discipline Commission requests an allocation of \$29,527 from the Interim Finance Committee Contingency Fund to fund an operating shortfall due to unanticipated commission expenses.

D. Department of Taxation - \$86,066

Pursuant to NRS 353.268, Department of Taxation, requests an allocation of \$86,066 from the Interim Finance Committee Contingency Fund to fund the excise tax imposed from SB374, Section 24.4 in the 77th Legislative Session, relating to the sale of marijuana, edible marijuana products and marijuana-infused products.

E. Department of Motor Vehicles – Division of Motor Vehicle Information Technology - \$140,256

Pursuant to NRS 353.268, the Department of Motor Vehicles – Division of Motor Vehicle Information Technology is requesting an allocation of \$140,256 from the Interim Finance Committee Contingency Fund Highway Fund to contract with a project manager to write the Request for Proposal for the departments System Modernization project.

***8. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative Session.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

| BA# | BUDGET ACCOUNT NAME | GENERAL FUND | HIGHWAY FUND |
|------|---|-----------------|------------------|
| 4713 | Nevada Highway Patrol | | \$352,732 |
| 3650 | Military | \$18,713 | |
| 2941 | Division of Museums & History - Administration | \$2,719 | |
| 2870 | Division of Museums & History – Nevada Historical Society | \$2,531 | |
| | Total | \$23,963 | \$352,732 |

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

A. Department of Health and Human Services – Division of Public and Behavioral Health

The Division of Public and Behavioral Health is requesting Board of Examiners’ approval for amendments made to their Supported Living Arrangement (SLA) provider agreement template. These changes will formalize the process for standardization, monitoring, oversight and accountability of the SLA residential provider service delivery system.

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

The Division of Child and Family Services is requesting Board of Examiners’ approval of a Provider Agreement template contract for services of independent contractor for Specialized Foster Care Services.

***10. FOR POSSIBLE ACTION – VICTIMS OF CRIME FY 2014 3RD QUARTER AND 4TH QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs a proportional decrease in claim payments.

The 3rd Quarter fiscal year 2014 Victims of Crime Program report states all approved claims were resolved totaling \$20,306,735.23, with \$4,698,362.36 paid out of the Victims of Crime Program account and \$15,608,372.87 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$8.1 million to help defray crime victims’ medical costs.

Based on the projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 4th quarter of FY 2014.

***11. 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 | 1 | \$26,550 |
| Total: | 1 | \$26,550 |

***12. FOR POSSIBLE ACTION – LEASES**

| BOE # | LESSEE | LESSOR | AMOUNT |
|-------|---|-------------------------|-------------|
| 1. | Department of Health and Human Services – Aging & Disability Services – Early Intervention Services (Ely) | O’Flaherty Rentals, LLC | \$56,435 |
| | Lease Description: This is an extension of an existing lease with an addition of 360 sq. ft., which has been negotiated to house the Department of Health and Human Services – Aging & Disability Services – Early Intervention Services. Term of Lease: 06/01/2014 – 05/31/2019 | | |
| 2. | Department of Health and Human Services – Division of Welfare and Supportive Services (Las Vegas) | City of Las Vegas | \$1,861,870 |
| | 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 Welfare and Supportive Services on West Owens Avenue. Term of Lease: 06/01/2014 – 05/31/2019 | | |
| 3. | Department of Public Safety – Nevada Highway Patrol (Hawthorne) | Wood, Nathan & Yuko | \$56,760 |
| | 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: 06/01/2014 – 05/31/2020 | | |
| 4. | Department of Public Safety – Nevada Highway Patrol (Eureka) | Eureka County | \$11,248 |
| | Lease Description: This is a lease which has been negotiated to house the Department of Public Safety – Nevada Highway Patrol. Term of Lease: 06/01/2014 – 06/30/2017 | | |
| 5. | Department of Wildlife (Eureka) | Eureka County | \$20,720 |
| | Lease Description: This is a lease which has been negotiated to house the Department of Wildlife. Term of Lease: 06/01/2014 – 06/30/2017 | | |

***13. 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 | TECHNICAL ASSOCIATES, INC. | OTHER: REGULATORY ASSESSMENTS | \$199,400 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract that provides ongoing expert witness litigation support for financing dockets related to utility company resource acquisition plans and cost recovery. It includes, but is not limited to, utility integrated resource plans, energy supply plans, purchase gas adjustments, and renewable portfolio standards dockets before the Public Utilities Commission of Nevada, any board, commission, legislature, or court with jurisdiction over Nevada's regulated utilities. | | | | |
| | | Term of Contract: | Upon Approval - 05/17/2018 | Contract # 15468 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|---|--------------------------------------|-----------------------------------|-------------|---|
| 2. | 030 | ATTORNEY GENERAL'S OFFICE | BINGHAM MCCUTCHEN, LLP. | OTHER: STATUTORY CONTINGENCY FUND | \$1,125,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is the second amendment to the original contract, which continues ongoing legal services in the defense of a lawsuit filed against the State of Nevada/Department of Health and Human Services. This amendment increases the maximum amount from \$388,000 to \$1,513,000 because the services required of this vendor in the defense of this lawsuit have exceeded what was originally requested. | | | | |
| | | Term of Contract: | 10/09/2013 - 06/30/2015 | Contract # 15155 | | |
| 3. | 050 | TREASURER'S OFFICE - BOND INTEREST & REDEMPTION | HAWKINS DELAFIELD & WOOD, LLP. | BONDS | \$2,500,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Hawkins Delafield & Wood, LLP. is one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance. | | | | |
| | | Term of Contract: | 06/01/2014 - 06/30/2018 | Contract # 15549 | | |
| 4. | 050 | TREASURER'S OFFICE - BOND INTEREST & REDEMPTION | MCKENNA LONG & ALDRIDGE, LLP. | BONDS | \$2,500,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. McKenna Long & Aldridge, LLP. is one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance. | | | | |
| | | Term of Contract: | 06/01/2014 - 06/30/2018 | Contract # 15543 | | |
| 5. | 050 | TREASURER'S OFFICE - BOND INTEREST & REDEMPTION | ORRICK, HERRINGTON & SUTCLIFFE, LLP. | BONDS | \$2,500,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Orrick, Herrington & Sutcliffe, LLP. is one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance. | | | | |
| | | Term of Contract: | 06/01/2014 - 06/30/2018 | Contract # 15542 | | |
| 6. | 050 | TREASURER'S OFFICE - BOND INTEREST & REDEMPTION | SHERMAN & HOWARD, LLC. | BONDS | \$2,500,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Sherman and Howard is one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance. | | | | |
| | | Term of Contract: | 06/01/2014 - 06/30/2018 | Contract # 15541 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|--|--|----------------------------------|-------------|---|
| 7. | 050 | TREASURER'S OFFICE - BOND INTEREST & REDEMPTION | STRADLING YOCCA CARLSON & RAUTH | BONDS | \$2,500,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Stradling Yocca Carlson & Rauth is one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance. | | | | |
| | Term of Contract: | 06/01/2014 - 06/30/2018 | Contract # 15544 | | | |
| 8. | 070 | DEPARTMENT OF ADMINISTRATION - DIVISION OF HUMAN RESOURCE MANAGEMENT | DEPARTMENT OF ADMINISTRATION - HEARINGS DIVISION | OTHER: PERSONNEL ASSESSMENTS | \$200,000 | |
| | Contract Description: | This is the first amendment to the original contract, which provides ongoing Appeals Officers to hear Executive Branch employee "Whistle Blower" complaints and appeals regarding suspensions, demotions, involuntary transfers, and terminations. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$100,000 to \$300,000 due to the continued need for these services. This amendment also revises the scope of work to include additional clarification. | | | | |
| | Term of Contract: | 02/12/2013 - 06/30/2016 | Contract # 14024 | | | |
| 9. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS | TRUGREEN LANDCARE OF NEVADA | OTHER: BUILDING RENT INCOME FEES | \$187,096 | |
| | Contract Description: | This is the second amendment to the original contract, which continues ongoing landscaping services to the Department of Motor Vehicles, 8250 Flamingo; Department of Motor Vehicles, 4110 Donovan; Department of Health and Human Services, 620 & 628 Belrose; and the Sahara Complex, which consists of the Department of Motor Vehicles, 2701 E. Sahara; Bradley Building, 2501 E. Sahara; and Public Works Division-Buildings and Grounds Section, 2621 E. Sahara, Las Vegas, Nevada. This amendment provides \$10,000 for extra services at the above mentioned buildings and various State buildings in the Las Vegas area as needed, requested and approved by the Buildings and Grounds Section designee. This amendment extends the termination date from June 30, 2014 to December 31, 2015, and increases the contract amount from \$187,096 to \$374,192, to continue ongoing needed services, which includes a corresponding increase to the extra services amount from \$10,000 to \$20,000. | | | | |
| | Term of Contract: | 01/01/2012 - 12/31/2015 | Contract # 12806 | | | |
| 10. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS | VARSITY CONTRACTORS, INC. | OTHER: BUILDING RENT INCOME FEES | \$69,333 | |
| | Contract Description: | This is a new contract that provides ongoing janitorial services, including semi-annual hard floor & carpet cleanings, and annual blind & window cleanings, for the Department of Wildlife and the Department of Agriculture in Las Vegas. | | | | |
| | Term of Contract: | 06/01/2014 - 05/31/2018 | Contract # 15430 | | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|--------|---|---|---|-----------|---|
| 11. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - CORRECTIONS CIPS NON-EXEC | AUSENCO PSI, LLC. | BONDS 2% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 98% | \$302,858 | PROFESSIONAL SERVICE |
| | | Contract Description: | This is a new contract to provide professional architectural/engineering services to upgrade door control panels at the Lovelock Correctional Center phase I; Project No. 13-M06; Contract No. 95758. | | | |
| 12. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - MILITARY 2005 CIP - VET HOME-NON-EXEC | Q&D CONSTRUCTION, INC. | GENERAL 28% BONDS 38% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 34% | \$87,103 | PROFESSIONAL SERVICE |
| | | Contract Description: | This is a new contract to provide owner Construction Manager at Risk pre-construction services for advanced planning - Northern Nevada Veterans Home, Project No. 13-P07; Contract No. 98981. | | | |
| 13. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - MILITARY 2005 CIP - VET HOME-NON-EXEC | VAN WOERT BIGOTTI ARCHITECTS | GENERAL 28% BONDS 38% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 34% | \$120,000 | PROFESSIONAL SERVICE |
| | | Contract Description: | This is the first amendment to the original contract, which provides advanced planning for the Northern Nevada Veterans Home; Project No. 13-P07; Contract No. 86741. This amendment increases the maximum amount from \$1,840,000 to \$1,960,000 to provide specialty consulting for programming and staffing needs for the planned home in accordance with Federal Community Living Center design requirements for federally approved veterans homes. | | | |
| 14. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - DMV/PS CIP MAINTENANCE PROJECTS-NON-EXEC | CORE CONSTRUCTION SERVICES OF NEVADA, INC. dba CORE CONSTRUCTION | HIGHWAY 87.5% OTHER: TRANSFER FROM DMV 12.5% | \$90,440 | PROFESSIONAL SERVICE |
| | | Contract Description: | This is a new contract to provide Construction Manager at Risk pre-construction services for planning for the Sahara Department of Motor Vehicles replacement building and planning for the Las Vegas Metro building upgrades; Projects 13-P01 and 13-P02; Contract No. 98979. | | | |
| 15. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION | PURCELL KROB ELECTRICAL PROF. | OTHER: AGENCY-FUNDED CIP | \$85,000 | PROFESSIONAL SERVICE |
| | | Contract Description: | This is a new contract to provide professional architectural/engineering services for the Department of Corrections site assessments to assess the feasibility of the department's proposed kiosk installation project; Project No. 14-A024; Contract No. 96993. | | | |
| | | Term of Contract: | Upon Approval - 06/30/2018 | Contract # 15527 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|--|----------------------------------|---|-------------|---|
| 16. | 101 | COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND | TNS US, LLC. | OTHER: LODGING TAX | \$124,500 | |
| | Contract Description: | This is a new contract that continues an ongoing domestic visitor profile study allowing the Nevada Commission on Tourism (NCOT) to obtain travel related information from recent Nevada visitors from all 50 US states as identified in a syndicated (multiple partner states) tracking study. NCOT will obtain additional information on cities and attractions visited, activities experienced, along with corresponding expenditures by category (i.e. transportation within the state, gaming, lodging, food and beverage) and competitive analysis of Nevada data against other states' data sets. | | | | |
| | Term of Contract: | 07/01/2014 - 06/30/2016 | Contract # 15508 | | | |
| 17. | 102 | GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT | KPS 3, INC. | GENERAL 93% OTHER: INTERAGENCY TRANSFER FROM DETR 7% | \$70,000 | |
| | Contract Description: | This is the third amendment to the original contract, which provides full-service marketing of Nevada and the Governor's Office of Economic Development (GOED) to local, national, and international decision-makers. Additionally, the agency handles strategy, branding, advertising, web design/development, collateral, and other marketing duties as assigned. The amendment increases the contract value by \$70,000 from \$293,000 to \$363,000 to allow for additional funding GOED received to market the new Emerging Small Business Program and meet other marketing needs through the end of FY14. | | | | |
| | Term of Contract: | 09/11/2012 - 06/30/2016 | Contract # 13753 | | | |
| 18. | 180 | DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - DATA COMMUNICATIONS & NETWORK ENGINEERING | AT&T | OTHER: REVENUE | \$200,000 | |
| | Contract Description: | This is a new contract to provide internet service access to the division of Enterprise Information Technology Services (EITS) for Northern Nevada EITS customers utilizing AT&T bandwidth services. | | | | |
| | Term of Contract: | Upon Approval - 05/18/2018 | Contract # 15518 | | | |
| 19. | 240 | OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT | WESTCARE MANAGEMENT, INC. | OTHER: 50% PRIVATE FUNDS, 50% FEDERAL | \$240,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is the third amendment to the original contract, which provides ongoing Medicare and Medicaid accounting, consulting, and billing assistance to the Nevada State Veterans Home. This amendment extends the termination date from May 31, 2014 to May 31, 2016 and increases the maximum amount from \$255,000 to \$495,000 due to the continued need for these services. | | | | |
| | Term of Contract: | 05/08/2012 - 05/31/2016 | Contract # 13280 | | | |
| 20. | 300 | DEPARTMENT OF EDUCATION - DISCRETIONARY GRANTS | CENTER FOR INNOVATIVE TECHNOLOGY | FEDERAL | \$2,150,000 | |
| | Contract Description: | This is a new contract to provide and procure, develop/customize and implement a Nevada Statewide Longitudinal Data System with the capacity to create unique state personal identifier for all students, teachers and other people who enter K-12, higher education institutions and/or the work force in Nevada. | | | | |
| | Term of Contract: | 05/14/2014 - 06/30/2015 | Contract # 15462 | | | |
| 21. | 315 | STATE PUBLIC CHARTER SCHOOL AUTHORITY | BRUSTEIN & MANASEVIT, PLLC. | FEDERAL | \$130,600 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide legal advice, analysis, mock audits and training on federal education grants compliance. | | | | |
| | Term of Contract: | Upon Approval - 06/30/2016 | Contract # 15514 | | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|---|---------------------------------------|--------------------------------------|-------------|---|
| 22. | 332 | DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY-CLAN | CARSON CITY LIBRARY | FEE: MEMBER FEES | \$341,175 | |
| | Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2019 | Contract # 15424 | | |
| 23. | 332 | DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY-CLAN | HUMBOLDT COUNTY | FEE: MEMBER FEES | \$212,805 | |
| | Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2019 | Contract # 15473 | | |
| 24. | 332 | DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY-CLAN | NEVADA SUPREME COURT LIBRARY | FEE: MEMBER FEES | \$73,575 | |
| | Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2019 | Contract # 15425 | | |
| 25. | 403 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM | CARSON CITY SCHOOL DISTRICT | OTHER: IGT FROM CITY FOR STATE SHARE | \$919,252 | |
| | Contract Description: | This is a new revenue contract that is ongoing and provides for the receipt of non-federal share for school based Medicaid services, medical screening, and diagnostic services for children who are Nevada Medicaid/Checkup eligible. This contract allows the Carson City School District to make payment of the state share of school based services to the division by intergovernmental transfers. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2018 | Contract # 15382 | | |
| 26. | 403 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION | DIVISION OF CHILD AND FAMILY SERVICES | FEDERAL | \$5,221,716 | |
| | Contract Description: | This is a new ongoing interlocal agreement to provide the Division of Child and Family Services the federal share of costs associated with the Medicaid administrative activities such as outreach, utilization review and referral services. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2018 | Contract # 15410 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|--------|--|-----------------------------------|---------------------------|-----------|---|
| 27. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - MATERNAL CHILD HEALTH SERVICES | THE CHILDRENS CABINET, INC. | FEDERAL | \$263,469 | |
| | | Contract Description: This is a new contract to expand evidence-base home visiting in the states at risk rural communities. This contract allows the division to expand the home visiting and Home Instruction for Parents of Preschool Youngsters program into rural at risk communities and target low income families with pregnant women and children up to five years old. | | | | |
| | | Term of Contract: | 05/13/2014 - 09/30/2016 | Contract # 15482 | | |
| 28. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - MATERNAL CHILD HEALTH SERVICES | HEAD START OF NORTHEASTERN NEVADA | FEDERAL | \$201,427 | |
| | | Contract Description: This is a new contract to expand evidence-base home visiting in the states at risk rural communities. This contract allows the division to expand the home visiting and Early Head Start programs into rural at risk communities and target low income families with pregnant women and children up to five years old. | | | | |
| | | Term of Contract: | 05/13/2014 - 09/30/2016 | Contract # 15483 | | |
| 29. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | PUBLIC CONSULTING GROUP, INC. | GENERAL 4% FEDERAL 96% | \$600,869 | |
| | | Contract Description: This is the third amendment to the original contract, which provides independent verification and validation services related to the design, development and implementation of the Health Care Reform Eligibility Engine. These services include planning and administration, verification, validation, and quality assurance activities related to the Eligibility Engine system requirements, computing platform, technical requirements, and security standards and requirements. This amendment increases the maximum amount from \$1,868,300 to \$2,469,168.76, revises Attachment AA - Deliverable Payment Schedule, revises the consideration language, and extends the termination date from June 30, 2014 to December 31, 2014 due to additional time needed to complete the requirements. | | | | |
| | | Term of Contract: | 07/01/2012 - 12/31/2014 | Contract # 13346 | | |
| 30. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | VIATRON SYSTEMS, INC. | GENERAL 4% FEDERAL 96% | \$327,600 | |
| | | Contract Description: This is a new contract to provide services for electronic scanning; digitizing and indexing all existing Medicaid paper case file (jacket) contents. Existing Medicaid case jackets must be imaged in a timely manner in order to prepare for the wave of new applicants and ongoing re-determination processing that will occur by using new Affordable Care Act rules and functionality. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Contract # 15353 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|---|-------------------------|---|-----------|---|
| 31. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM | ELKO COUNTY | OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66% | \$306,454 | |
| | Contract Description: | This is a new interlocal agreement, which continues ongoing services to provide hearing master and court services for the Child Support Enforcement Program for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2018 | Contract # 15390 | | |
| 32. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM | WHITE PINE COUNTY | OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66% | \$82,115 | |
| | Contract Description: | This is a new interlocal agreement, which continues ongoing services to provide hearing master and court services for the Child Support Enforcement Program for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2018 | Contract # 15396 | | |
| 33. | 409 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES | CORNERSTONE PROGRAMS | GENERAL 50% OTHER: COUNTY ASSESSMENTS 50% | \$466,000 | SOLE SOURCE |
| | Contract Description: | This is the second amendment to the original contract, which continues ongoing delivery of required services and programs conducive to the rehabilitation needs of either male or female juvenile offenders while maintaining sight and sound separation from adult offender populations. This amendment extends the termination date from June 30, 2014, to January 31, 2016, and increases the maximum amount from \$199,260 to \$665,260 due to the continued need for these services. | | | | |
| | | Term of Contract: | 01/10/2012 - 01/31/2016 | Contract # 12860 | | |
| 34. | 409 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES | ALLPRO SERVICES, LLC. | GENERAL 40.9% OTHER: RENTAL INCOME 2.5% FEDERAL 56.6% | \$80,000 | |
| | Contract Description: | This is a new contract to provide exterior and interior painting services on state owned buildings located at 6171 W. Charleston Blvd in Las Vegas. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2018 | Contract # 15417 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|--|-----------------------------------|--|-----------|---|
| 35. | 440 | DEPARTMENT OF CORRECTIONS - WARM SPRINGS CORRECTIONAL CENTER | TRIANGLE BUILDERS OF NEVADA, INC. | GENERAL | \$79,848 | |
| | Contract Description: | This is a new contract to provide for the removal and replacement of tile flooring in the dining hall at Warm Springs Correctional Center. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Contract # 15342 | | |
| 36. | 580 | PUBLIC UTILITIES COMMISSION | SOLIX, INC. | OTHER: FEES FOR SERVICES ARE PAID DIRECTLY FROM THE NEVADA UNIVERSAL SERVICE FUND. | \$97,053 | |
| | Contract Description: | This is the first amendment to the original contract, which continues ongoing fiscal agent duties required by NAC 704.6804 through NAC 704.68056 to administer the Nevada Universal Service Fund. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$193,000 to \$290,053 due to the continued need for these services. | | | | |
| | | Term of Contract: | 07/01/2010 - 06/30/2016 | Contract # 10742 | | |
| 37. | 655 | DEPARTMENT OF PUBLIC SAFETY - GENERAL SERVICES | GOSERCO, INC. | OTHER: COST ALLOCATION | \$262,638 | |
| | Contract Description: | This is a new contract to provide hardware, software, installation, ongoing maintenance and 24/7 support for the provision of a Dispatch Digital Recording System installed at dispatch centers located in Carson City, Las Vegas and Elko, Nevada. | | | | |
| | | Term of Contract: | 05/13/2014 - 06/30/2018 | Contract # 15478 | | |
| 38. | 705 | DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES – LAS VEGAS BASIN WATER DISTRICT-NON-EXEC. | GNOMON, INC. | FEDERAL | \$295,670 | |
| | Contract Description: | This is a new contract to provide a system of quality assurance/quality control review for a mapping project of the Truckee Carson Irrigation District's (TCID) Newlands Water Rights Project. This would include the delineation of line work and the accounting of water right issued contracts to land holders within the TCID. The contractor will maintain the website for quality control review and create a Geographic Information System and tabular editing interfaces for use by the State Engineer's Office staff. | | | | |
| | | Term of Contract: | 05/14/2014 - 05/31/2019 | Contract # 15517 | | |
| 39. | 742 | DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS | MILLIMAN, INC. | OTHER: WORKERS' COMPENSATION AND SAFETY FUND ASSESSMENT | \$234,200 | |
| | Contract Description: | This is a new contract to provide information regarding fees and charges to develop a new Nevada Medical Fee Schedule. | | | | |
| | | Term of Contract: | 05/13/2014 - 01/30/2015 | Contract # 15536 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|--|----------------------------------|---------------------------|-------------|---|
| 40. | 810 | DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES | INTELLECTUAL TECHNOLOGY, INC. | OTHER: FEE FUNDED | \$189,876 | |
| | Contract Description: | This is the first amendment to the original contract to provide an automated method of collecting electronic data, printing secure and non-secure documents, finishing mail preparation, transportation to the U.S. Postal Service for the same day mail entry and tracking of the documents for Off-Highway Vehicles. This amendment extends the termination date from May 31, 2014 to May 31, 2016 and increases the maximum amount from \$1,110,176 to \$1,300,052.27 to cover the two year extension. | | | | |
| | Term of Contract: | 06/05/2012 - 05/31/2014 | Contract # 13298 | | | |
| 41. | 810 | DEPARTMENT OF MOTOR VEHICLES | RENO SALVAGE | HIGHWAY | \$600,000 | |
| | Contract Description: | This is the second amendment to the original contract, which provides for the removal and destruction of scrap metal aluminum and steel material from the department's License Plate Manufacturing Plant inside the Nevada State Prison. The vendor will destroy all material by high tonnage compression, sell material on the scrap metal market and remit proceeds to the department for deposit into Motor Vehicle Fund. This amendment extends the termination date from June 30, 2014 to June 30, 2018 and increases the maximum amount from \$300,000 to \$900,000 to cover the extension. | | | | |
| | Term of Contract: | 05/13/2008 - 06/30/2018 | Contract # CONV5322 | | | |
| 42. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM | SKY CONSTRUCTION AND ENGINEERING | OTHER: BUSINESS SET ASIDE | \$100,525 | |
| | Contract Description: | This is a new contract to provide for the remodel of the Arizona Look-out Gift Shop. Work shall include, but not be limited to, painting and associated preparation and clean-up; installation of sliding interior doors; removal and replacement of ceiling tiles; removal and replacement of interior counters; installation of shelving, hooks and baskets; removal and replacement of interior carpet; removal and replacement of ceiling mounted lighting fixtures and relocating other existing ceiling lighting fixtures. Work is anticipated to be completed prior to the 2014 Memorial Day weekend. | | | | |
| | Term of Contract: | 05/13/2014 - 06/30/2014 | Contract # 15477 | | | |
| 43. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - DISABILITY ADJUDICATION | JERROLD M. SHERMAN, MD, INC. | FEDERAL | \$1,200,000 | |
| | Contract Description: | This is a new provider agreement that is ongoing and provides consultative exams to assist the Bureau of Disability Adjudication in the disability determination process. | | | | |
| | Term of Contract: | Upon Approval - 05/13/2018 | Contract # 15566 | | | |
| 44. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - DISABILITY ADJUDICATION | MEDICAL SUPPORT LOS ANGELES | FEDERAL | \$2,100,000 | |
| | Contract Description: | This is a new provider agreement that is ongoing and provides consultative exams to assist the Bureau of Disability Adjudication in the disability determination process. | | | | |
| | Term of Contract: | Upon Approval - 05/13/2018 | Contract # 15565 | | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|-------|------------------------------|---|---|--|--------------|---|
| 45. | 902 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND | CAPGEMINI GOVERNMENT SOLUTIONS | FEDERAL | \$200,000 | |
| | Contract Description: | This is the fifth amendment to the original contract, which continues ongoing provisions for an automated computer system to process wage, contributions, benefits, appeals, and other information related to Nevada's statewide Unemployment Insurance (UI) programs, replacing the department's UI Legacy applications. This amendment extends the termination date from June 30, 2014 to May 31, 2016 and increases the maximum amount from \$32,384,375 to \$32,584,375 due to change order 130411-49 implementing the U. S. Department of Labor FY2013 UI Sequestration process, which increases the contract amount by \$200,000, and change order 130604-11 separating the final Release 2 implementation into Benefits, Appeals and Contributions sub-releases, which extends the contractual termination date to accommodate a 12 month warranty period. | | | | |
| | | Term of Contract: | 02/09/2010 - 05/31/2016 | Contract # 10484 | | |
| 46. | 908 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS | OREGON UNIVERSITY SYSTEM DBA UNIVERSITY OF OREGON | OTHER: STATE CAREER ENHANCEMENT FUNDS | \$68,400 | EXEMPT |
| | Contract Description: | This is the second amendment to the original interlocal agreement that continues ongoing licensing for the Career Information System for utilization in the State of Nevada. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$137,200 to \$205,600 due to the extended term of the licensing agreement. | | | | |
| | | Term of Contract: | 07/01/2012 - 06/30/2015 | Contract # 13447 | | |
| 47. | 950 | PUBLIC EMPLOYEES BENEFITS PROGRAM | HOMETOWN HEALTH PROVIDERS | OTHER: 63% STATE SUBSIDY/ 37% PREMIUM REVENUE | \$8,033,380 | |
| | Contract Description: | This is a new contract that continues the ongoing service of providing an in state (inside Nevada) Preferred Provider Organization medical network for participants of the Public Employees' Benefits Program. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2019 | Contract # 15510 | | |
| 48. | 950 | PUBLIC EMPLOYEES BENEFITS PROGRAM | STANDARD INSURANCE COMPANY | OTHER: PAID VIA AUTOMATIC PAYROLL DEDUCTIONS FROM PARTICIPANTS WHO CHOOSE TO ENROLL FOR THIS BENEFIT | \$22,500,000 | |
| | Contract Description: | This is a new contract that continues ongoing Voluntary Group Life Insurance for participants of the Public Employees Benefit Program who choose to enroll in this benefit. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2020 | Contract # 15503 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES |
|------------------------------|--------|--|----------------------------|--|-------------|---|
| 49. | 950 | PUBLIC EMPLOYEES BENEFITS PROGRAM | STANDARD INSURANCE COMPANY | OTHER: PAID VIA AUTOMATIC PAYROLL DEDUCTIONS FROM PARTICIPANTS WHO CHOOSE TO ENROLL FOR THIS BENEFIT | \$2,000,000 | |
| Contract Description: | | This is a new contract that continues ongoing Voluntary Short Term Disability Insurance for participants of the Public Employees Benefit Program who choose to enroll in this benefit. | | | | |
| | | Term of Contract: | 07/01/2014 - 06/30/2020 | Contract # 15504 | | |

***14. 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 | GOLDEN GATE PETROLEUM OF NEVADA, LLC. | OTHER: VARIOUS | \$5,000,000 | |
| | Contract Description: | This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state-owned tanks. | | | | |
| | | Term of Contract: | 05/13/2014 - 01/31/2016 | Contract # 15513 | | |
| MSA 2. | MSA | VARIOUS STATE AGENCIES | IPC (USA) FUEL DISTRIBUTION | OTHER: VARIOUS | \$5,000,000 | |
| | Contract Description: | This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state-owned tanks. | | | | |
| | | Term of Contract: | Upon Approval - 01/31/2016 | Contract # 15349 | | |
| MSA 3. | MSA | VARIOUS STATE AGENCIES | INTER-STATE OIL COMPANY | OTHER: VARIOUS | \$5,000,000 | |
| | Contract Description: | This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state-owned tanks. | | | | |
| | | Term of Contract: | 05/13/2014 - 01/31/2016 | Contract # 15520 | | |
| MSA 4. | MSA | VARIOUS STATE AGENCIES | RADCO COMMUNICATIONS, LLC. | OTHER: VARIOUS | \$150,000 | |
| | Contract Description: | This is the third amendment to the original contract to provide communication site parts and services including general maintenance on an as needed basis. This amendment increases the maximum amount from \$600,000 to \$750,000 based on usage. | | | | |
| | | Term of Contract: | 04/12/2011 - 04/12/2015 | Contract # 11974 | | |

15. 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 from April 1, 2014 through April 30, 2014.

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|--|----------------------------|---------------|
| 15363 | Department of Health and Human Services – Public and Behavioral Health | Nye Communities Coalition, Inc. | Contract | \$10,549 |
| Contract Description: | This is a new contract to sustain and support diabetes self-management (DSME) programs in Nye, Esmeralda and Lincoln Counties. | | | |
| 15509 | Department of Administration – State Public Works Division | Rounds Engineering, Ltd. Db a CR Engineering | Contract | \$15,000 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services for the United States Property and Fiscal Office Boiler Replacement; Project No. 14-A013-14; Contract No. 97005. | | | |
| 15511 | Department of Conservation and Natural Resources – State Parks Division | Impact Construction | Contract | \$19,480 |
| Contract Description: | This is a new contract to provide sand removal of approximately 6000 cubic yards and reseal asphalt at the Lahontan State Recreational Area - Beach 3 day use area. | | | |
| 15505 | Department of Conservation and Natural Resources – State Parks Division | Brad Leonard Painting | Contract | \$17,008 |
| Contract Description: | This is a new contract to provide repair and painting on Valley of Fire State Park structures. | | | |
| 15444 | Department of Training, Rehabilitation and Employment – Employment Security Division | Curtis Meyer db a Superior Janitorial Services | Contract | \$23,880 |
| Contract Description: | This is a new contract that continues ongoing janitorial services for the Elko Job Connect office located at 172 6th Street, Elko, NV 89801. | | | |
| 15474 | Department of Administration – Hearings and Appeals Division | Olivia Rienshagen-Hernandez | Contract | \$24,999 |
| Contract Description: | This is a new contract which provides for Spanish interpretation services during Administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|--|---|----------------------------|---------------|
| 15524 | Board of Accountancy | Kaempfer, Crowell, Renshaw, Gronauer & Fiorentino | Contract | \$47,250 |
| Contract Description: | This is a new contract to provide government affairs assistance to the Nevada State Board of Accountancy. This government affairs support will provide the Nevada State Board of Accountancy with assistance in preparing, planning and responding to legislative issues brought forth concerning Nevada Certified Public Accountants and Nevada citizens. In addition the contractor will provide professional assistance to the Nevada State Board of Accountancy during the statute and regulation drafting process when responding to statute changes, regulation changes and public protection issues. The skill and expertise provided by the contractor will ensure the Nevada State Board of Accountancy protects the public by actively participating and responding to each legislative issue in a proficient and productive manner. | | | |
| 15433 | Department of Conservation and Natural Resources – Forestry Division | Wayne Weaver | Contract | \$24,000 |
| Contract Description: | This is a new contract to provide ongoing routine maintenance of the water cooling and heating system as the Sierra Front Interagency Dispatch Center. | | | |
| 15522 | Department of Administration – State Public Works Division | URS Corporation | Contract | \$20,960 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services to recondition existing water tanks, Phase I (Indian Springs Prison complex); Project No. 13-M42; Contract No. 95780. | | | |
| 15507 | Department of Health and Human Services – Department of Child and Family Services | Watertech, Inc. | Contract | \$19,905 |
| Contract Description: | This is a new contract that continues ongoing water treatment maintenance for the two chillers located on State owned property at 6171 W Charleston Blvd in Las Vegas. | | | |
| 15506 | Department of Health and Human Services – Department of Child and Family Services | Stephen Galloway | Contract | \$43,200 |
| Contract Description: | This is a new contract that continues ongoing psychological consultation and assessment evaluations for youth located at Nevada Youth Training Center. | | | |
| 15537 | Department of Administration – Nevada State Library & Archives – CLAN | Lincoln County | Contract | \$18,550 |
| Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | |
| 15384 | Department of Agriculture | San Joaquin Chemicals, Inc. | Contract | \$22,642 |
| Contract Description: | This is new contract to provide inspection services for the department's cooling tower. Cooling towers must be inspected for scale, corrosion and fouling and serviced as needed to bring it back into compliance. The contract will test the water to determine if additional special chemicals are needed to bring back into code. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|---|----------------------------|---------------|
| 15515 | Department of Training, Rehabilitation and Employment – Rehabilitation Division | Cheryl Abbott | Contract | \$27,000 |
| Contract Description: | This is a new contract to provide an independent monitor to monitor the effectiveness of the Rehabilitation Services Administration Independent Living (RSA/IL) grant administration. The grant is administered under the auspices of the Aging and Disability Services Division (ADSD). The goals of the monitoring activities are to gauge customer satisfaction, measure the impact of the services on the ability of the individuals with disabilities to attain or retain independent living and to verify the expenditures were appropriately administered. The review is designed to meet the need to assure quality services are provided. The vendor shall be paid at the completion of each monitoring period's interviews and the acceptance of the final report by the Division. | | | |
| 15427 | Department of Agriculture | Life Technologies Corporation dba Applied Biosystems/Invitrogen | Contract | \$36,207 |
| Contract Description: | This is a new contract to provide certification and full-service maintenance for the Lifetech 7500 Real Time PCR (polymerase chain reaction) system and the Lifetech 7500 FAST Real Time PCR system in the Animal Disease and Food Safety Laboratory that can do real time animal testing. Annual maintenance contracts for analytical equipment are required to achieve and maintain IOS17025 (International Organization for Standardization) certification. Laboratories use IOS17025 to implement a quality system aimed at improving their ability to consistently produce valid results. The quality assurance programs in diagnostic laboratories have to meet this international standard in order to generate legally defensible results. | | | |
| 15429 | Department of Administration – Fleet Services Division | Ideco NV, Inc. | Contract | \$10,000 |
| Contract Description: | This is a new contract to provide repair, maintenance and certification of gasoline and diesel fuel dispenser equipment such as fuel tanks, fuel pumps, and fuel monitoring equipment and fuel dispensers in the Las Vegas area. | | | |
| 15512 | Attorney General's Office | William N. Morrison, Inc. | Contract | \$10,000 |
| Contract Description: | This is a new contract to provide expert witness services for an accident reconstruction in the defense of a lawsuit filed against the State of Nevada. | | | |
| 15496 | Attorney General's Office | White Pine County District Attorney | Contract | \$25,000 |
| Contract Description: | This is a new revenue contract to provide prosecution services on behalf of the Office of the District Attorney, White Pine County. | | | |
| 15476 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | Department of Administration | Contract | \$20,000 |
| Contract Description: | This is a new intrastate interlocal contract that continues on-going services to provide neutral, knowledgeable, and experienced attorney Hearing Officer services for hearings as requested; have attorney Hearing Officers attend training offered by the Rehabilitation Division or other appropriate entities; have the Chief Hearing Officer assign fair hearings to the appropriate attorney Hearing Officer; take and preserve a record of the fair hearing proceedings including providing for audio recordings; as needed, prepare a record of the proceedings and transmit it to the applicable court jurisdiction within the time frame established by NRS 233B.131(1), or other time frame established by law; and promptly forward any request for a certified court reporter to the department. | | | |
| 13387 | Department of Administration – State Public Works Division | Roseville Termite & Pest Control | Amend #1 | \$17,000 |
| Contract Description: | This is the first amendment to the original new contract, which provides ongoing pest control services, exterior and interior, on an as-needed basis for various state buildings in the Carson City and Reno area, upon the request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$20,000 to \$37,000 due to an increased need for these services. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|---|----------------------------|---------------|
| 15540 | Department of Conservation and Natural Resources | Department of Interiors dba Bureau of Land Management | Contract | \$14,748 |
| Contract Description: | This is a new interlocal agreement to conduct an environmental site assessment to provide State Parks and State Lands necessary information required to acquire title to the federal land, designated in the Lincoln County and White Pine County Bills to transfer to Kershaw Ryan, Cathedral Gorge, Beaver Dam and Ward Charcoal Ovens State Parks. | | | |
| 15554 | Department of Administration – State Public Works Division | Coda Architecture | Contract | \$12,600 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services to rehabilitate the historic building (Old Las Vegas Mormon Fort Park); Project No. 13-M53; Contract No. 95800. | | | |
| 14243 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | Naval Supply Center – San Diego Code 200 | Amend #4 | \$3,965.17 |
| Contract Description: | This is the fourth amendment to the original contract to provide full food service support at the Naval Air Station in Fallon, Nevada. This amendment increases the maximum amount from \$1,084,743.12 to \$1,088,708.29 due to the need for emergency food services provided as a result of a plane crash at the Fallon Naval Air Base. | | | |
| 10876 | Department of Employment, Training and Rehabilitation – Employment Security Division | Las Vegas Interpreters Connection, LLC. | Amend #5 | \$20,000 |
| Contract Description: | This is the fifth amendment to the original contract, which continues ongoing English/Spanish interpretation services at Unemployment Insurance hearings and other meetings where interpreters need to be fluent in both languages and the interpretation must be on a word-for-word basis for clients. This amendment increases the maximum amount from \$185,000 to \$205,000 due to a continued need for these services. | | | |
| 14896 | Department of Administration – Enterprise Information Technology Services | Mentor Services Corporation | Amend #1 | \$18,000 |
| Contract Description: | This is the first amendment to the original contract, which provides Introduction to Removable Media Manager and Hardware Management Console Operation training in Carson City, Nevada. This amendment extends the termination date from March 31, 2014 to March 31, 2016, and increases the maximum amount from \$12,000 to \$30,000 due to continued need for training. | | | |

16. INFORMATIONAL ITEM

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

Pursuant to NRS Chapter 111, Statutes of Nevada, 1989, at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program.

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the Division of State Lands is required to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending March 31, 2014 (reference NRS 321.5954).

Brief description

- **1989 Tahoe Basin Act**
 - The agency reports there were no transfers of lands or interests in lands during the quarter.
 - On March 26, 2014 the Nevada Division of State Lands held a public auction where a Residential Development Right associated with a Tahoe Basin Act parcel was made available for sale. That offering resulted in the sale of the Development Right for \$15,100. Upon the closing of escrow, those proceeds will be deposited into the appropriate budget account, and the proceeds will be used to support continued forest health and fuels management projects in the basin.
- **Lake Tahoe Mitigation Program**
 - The agency reports there were no transfers of lands or interests in lands during the quarter.
 - The agency reports there were no acquisitions of lands or interests in lands during the quarter.

17. INFORMATIONAL ITEM

A. Silver State Health Insurance Exchange

Update from Deloitte Consulting, LLP on its assessment of the Silver State Health Insurance Exchange Business Operating System functionality.

18. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*19. 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 or supporting material for the meeting please contact Director Teska 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

May 13, 2014

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE APRIL 8, 2014 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

*3. FOR POSSIBLE ACTION – DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME POLICIES

The Board of Examiners (BOE) is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the BOE to adopt rules and regulations while NRS 217.150 requires the BOE to formulate standards for the payment of compensation to victims of crime. The current policies were last updated and adopted by the Board in August 2009. The current revisions are largely clarification and minor changes to existing policies.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

*4. FOR POSSIBLE ACTION – NOTIFICATION OF INTENT TO FILE FOR A GRANT OR LOAN FROM THE DISASTER RELIEF ACCOUNT WHICH REQUIRES AN EXTENSION TO COLLECT DATA

A. Department of Public Safety – Division of Emergency Management – Clark County Flood

Pursuant to NRS 353.2755, the Division of Emergency Management on behalf of Clark County is requesting additional time to the original extension due to the time needed to identify all costs associated with the flood damage repairs and to identify potential insurance claim offsets to the various departments and agencies with damage to structures and facilities. Clark County respectfully requests a fourth and final extension of time from June 30, 2014 to September 28, 2014.

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. Department of Administration – Administrative Services Division**
 - 1. 0324 – Independent Contract Review Procedure**
 - 2. 0328 – Lease Contracts**
 - 3. 0336 – Amendments to Contracts**

- B. Department of Administration – Enterprise Information Technology Services**
 - 1. 1616 – Cellular Telephones/Tablets/Mobile Devices**

- C. Department of Administration – Fleet Services Division**
 - 1. 0204 – Board of Examiners’ Travel Policy**
 - 2. 0218 – Use of Rental Cars**
 - 3. 0504 – Insurance and Self-Insurance**
 - 4. 1303 – Authorized Operators of State Vehicles**
 - 5. 1304 – Complaint Procedure**
 - 6. 1316 – Records**
 - 7. 1400 – Table of Contents**
 - 8. 1402 – Purpose**
 - 9. 1404 – Policy**
 - 10. 1405 – Services Provided**
 - 11. 1406 – Division Charges**
 - 12. 1407 – Vehicle Utilization Guidelines**
 - 13. 1408 – Facility Locations and Hours of Operation**
 - 14. 1409 – Authorized Operators of Fleet Services Vehicles**
 - 15. 1410 – How to Request a Vehicle**
 - 16. 1412 – Care and Maintenance of State Vehicles**
 - 17. 1414 – Insurance and Accident Reporting**
 - 18. 1415 – Driver Responsibility**
 - 19. 1416 – Fuel**
 - 20. 1417 – Long Term Assigned Vehicle Request (Deleted)**
 - 21. 1418 – Energy Management**
 - 22. 2904 – What to Do in the Event of an Accident or Potential Claim**

Clerk’s Recommendation: I recommend approval.

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

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

A. Department of Education

Pursuant to NRS 333.705, the Department of Education seeks approval to continue a contract with WestEd, who now employs a former employee of the department, Rorie Fitzpatrick. The former employee may be involved in future projects that impact the department.

B. Department of Employment, Training and Rehabilitation

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Disability Adjudication (BDA), seeks approval to continue to contract with Avysion Healthcare Services, who is anticipated to employ an employee acting as Chief Medical Consultant of the agency who has announced his retirement, Dr. Jaime Wheeler. The current employee has 24 years of experience as BDA’s medical policy expert and 30 years of experience as a medical consultant. BDA is requesting to employ this individual part time through Avysion Healthcare Services, up to 20 hours per week, for up to two years subsequent to his retirement in order to continue to train and mentor other BDA physicians.

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

Pursuant to NRS 333.705, the Department of Health and Human Services requests department-wide blanket pre-approval authority to contract with persons who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

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

Pursuant to NRS 333.705, the DHHS Director’s Office requests authority to contract with a former employee, Jennifer White, to serve as a statewide 2-1-1 Coordinator.

E. Department of Health and Human Services – Division of Health Care Financing and Policy (DHCFP)

Pursuant to NRS 333.705, the DHCFP requests authority to contract with Dr. David Fiore, who is currently employed at the University of Nevada, Reno. DHCFP would like to retain his services through Avysion to ensure adequate staffing for Medicaid eligibility determinations during work load fluctuations.

F. Department of Health and Human Services – Division of Public and Behavioral Health

Pursuant to NRS 333.705, the Department of Health and Human Services requests retroactive authority for contracts with persons from November 2012 through March 2014, who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***7. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

A. Judicial Branch – Judicial Retirement System - \$24,241

Pursuant to NRS 353.268 the Judicial Branch, Judicial Retirement System State Share, requests an allocation of \$24,241 from the Interim Finance Committee Contingency Fund to fund a projected shortfall in the account supporting the unfunded actuarial accrued liability payments.

B. Judicial Branch – Judicial State Elected Officials - \$110,000

Pursuant to NRS 353.268 the Judicial Branch, Judicial State Elected Officials, requests an allocation of \$110,000 from the Interim Finance Committee Contingency Fund to fund unbudgeted Medicare costs.

C. Judicial Discipline Commission - \$29,527

Pursuant to NRS 353.268, the Judicial Discipline Commission requests an allocation of \$29,527 from the Interim Finance Committee Contingency Fund for an operating shortfall due to unanticipated commission expenses.

D. Department of Taxation - \$86,066

Pursuant to NRS 353.268, Department of Taxation, requests an allocation of \$86,066 from the Interim Finance Committee Contingency Fund to fund the excise tax imposed from SB374, Section 24.4 in the 77th Legislative Session, relating to the sale of marijuana, edible marijuana products and marijuana-infused products.

E. Department of Motor Vehicles – Division of Motor Vehicle Information Technology - \$140,256

In accordance with NRS 353.268, the Department of Motor Vehicles – Division of Motor Vehicle Information Technology is requesting an allocation of \$140,256 from the Interim Finance Committee Contingency Fund Highway Fund to contract with a project manager to write the Request for Proposal for the departments System Modernization project.

Clerk’s Recommendation: I recommend approval.

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

***8. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative Session.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

| BA# | BUDGET ACCOUNT NAME | GENERAL FUND ADJUSTMENT | HWY FUND ADJUSTMENT |
|------|---|-------------------------|---------------------|
| 4713 | Nevada Highway Patrol | | \$352,732 |
| 3650 | Military | \$18,713 | |
| 2941 | Division of Museums & History - Administration | \$2,719 | |
| 2870 | Division of Museums & History – Nevada Historical Society | \$2,531 | |
| | Total | \$23,963 | \$352,732 |

Clerk’s Recommendation: I recommend approval.

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

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

A. Department of Health and Human Services – Division of Public and Behavioral Health

The Division of Public and Behavioral Health is requesting Board of Examiners’ approval for amendments made to their Supported Living Arrangement (SLA) provider agreement template. These changes will formalize the process for standardization, monitoring, oversight and accountability of the SLA residential provider service delivery system.

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

The Division of Child and Family Services is requesting Board of Examiner approval of a Provider Agreement template contract for services of independent contractor for Specialized Foster Care Services

Clerk’s Recommendation: I recommend approval.

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

Comments:

***10. FOR POSSIBLE ACTION – VICTIMS OF CRIME FY 2014 3RD QUARTER AND 4TH QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs a proportional decrease in claim payments.

The 3rd Quarter fiscal year 2014 Victims of Crime Program report states all approved claims were resolved totaling \$20,306,735.23, with \$4,698,362.36 paid out of the Victims of Crime Program account and \$15,608,372.87 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$8.1 million to help defray crime victims’ medical costs.

Based on the projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 4th quarter of FY 2014.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***11. 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 | 1 | \$26,550 |
| Total: | 1 | \$26,550 |

Clerk’s Recommendation: I recommend approval.

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

***12. FOR POSSIBLE ACTION – LEASES**

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

Clerk’s Recommendation: I recommend approval.

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

***13. FOR POSSIBLE ACTION –CONTRACTS**

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

Clerk’s Recommendation: I recommend approval.

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

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

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

Clerk’s Recommendation: I recommend approval.

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

15. 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 from April 1, 2014 through April 30, 2014.

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|--|---------------------|----------|
| 15363 | Department of Health and Human Services – Public and Behavioral Health | Nye Communities Coalition, Inc. | Contract | \$10,549 |
| Contract Description: | This is a new contract to sustain and support diabetes self-management (DSME) programs in Nye, Esmeralda and Lincoln Counties. | | | |
| 15509 | Department of Administration – State Public Works Division | Rounds Engineering, Ltd. Db a CR Engineering | Contract | \$15,000 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services for the United States Property and Fiscal Office Boiler Replacement; Project No. 14-A013-14; Contract No. 97005. | | | |
| 15511 | Department of Conservation and Natural Resources – State Parks Division | Impact Construction | Contract | \$19,480 |
| Contract Description: | This is a new contract to provide sand removal of approximately 6000 cubic yards and reseal asphalt at the Lahontan State Recreational Area - Beach 3 day use area. | | | |
| 15505 | Department of Conservation and Natural Resources – State Parks Division | Brad Leonard Painting | Contract | \$17,008 |
| Contract Description: | This is a new contract to provide repair and painting on Valley of Fire State Park structures. | | | |
| 15444 | Department of Training, Rehabilitation and Employment – Employment Security Division | Curtis Meyer db a Superior Janitorial Services | Contract | \$23,880 |
| Contract Description: | This is a new contract that continues ongoing janitorial services for the Elko Job Connect office located at 172 6th Street, Elko, NV 89801. | | | |
| 15474 | Department of Administration – Hearings and Appeals Division | Olivia Rienshagen-Hernandez | Contract | \$24,999 |
| Contract Description: | This is a new contract which provides for Spanish interpretation services during Administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|--|---|----------------------------|---------------|
| 15524 | Board of Accountancy | Kaempfer, Crowell, Renshaw, Gronauer & Fiorentino | Contract | \$47,250 |
| Contract Description: | This is a new contract to provide government affairs assistance to the Nevada State Board of Accountancy. This government affairs support will provide the Nevada State Board of Accountancy with assistance in preparing, planning and responding to legislative issues brought forth concerning Nevada Certified Public Accountants and Nevada citizens. In addition the contractor will provide professional assistance to the Nevada State Board of Accountancy during the statute and regulation drafting process when responding to statute changes, regulation changes and public protection issues. The skill and expertise provided by the contractor will ensure the Nevada State Board of Accountancy protects the public by actively participating and responding to each legislative issue in a proficient and productive manner. | | | |
| 15433 | Department of Conservation and Natural Resources – Forestry Division | Wayne Weaver | Contract | \$24,000 |
| Contract Description: | This is a new contract to provide ongoing routine maintenance of the water cooling and heating system as the Sierra Front Interagency Dispatch Center. | | | |
| 15522 | Department of Administration –State Public Works Division | URS Corporation | Contract | \$20,960 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services to recondition existing water tanks, Phase I (Indian Springs Prison complex); Project No. 13-M42; Contract No. 95780. | | | |
| 15507 | Department of Health and Human Services – Department of Child and Family Services | Watertech, Inc. | Contract | \$19,905 |
| Contract Description: | This is a new contract that continues ongoing water treatment maintenance for the two chillers located on State owned property at 6171 W Charleston Blvd in Las Vegas. | | | |
| 15506 | Department of Health and Human Services – Department of Child and Family Services | Stephen Galloway | Contract | \$43,200 |
| Contract Description: | This is a new contract that continues ongoing psychological consultation and assessment evaluations for youth located at Nevada Youth Training Center. | | | |
| 15537 | Department of Administration –Nevada State Library & Archives – CLAN | Lincoln County | Contract | \$18,550 |
| Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | |
| 15384 | Department of Agriculture | San Joaquin Chemicals, Inc. | Contract | \$22,642 |
| Contract Description: | This is new contract to provide inspection services for the department's cooling tower. Cooling towers must be inspected for scale, corrosion and fouling and serviced as needed to bring it back into compliance. The contract will test the water to determine if additional special chemicals are needed to bring back into code. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/AMENDMENT | AMOUNT |
|------------------------------|---|---|--------------------|----------|
| 15515 | Department of Training, Rehabilitation and Employment – Rehabilitation Division | Cheryl Abbott | Contract | \$27,000 |
| Contract Description: | This is a new contract to provide an independent monitor to monitor the effectiveness of the Rehabilitation Services Administration Independent Living (RSA/IL) grant administration. The grant is administered under the auspices of the Aging and Disability Services Division (ADSD). The goals of the monitoring activities are to gauge customer satisfaction, measure the impact of the services on the ability of the individuals with disabilities to attain or retain independent living and to verify the expenditures were appropriately administered. The review is designed to meet the need to assure quality services are provided. The vendor shall be paid at the completion of each monitoring period's interviews and the acceptance of the final report by the Division. | | | |
| 15427 | Department of Agriculture | Life Technologies Corporation dba Applied Biosystems/Invitrogen | Contract | \$36,207 |
| Contract Description: | This is a new contract to provide certification and full-service maintenance for the Lifetech 7500 Real Time PCR (polymerase chain reaction) system and the Lifetech 7500 FAST Real Time PCR system in the Animal Disease and Food Safety Laboratory that can do real time animal testing. Annual maintenance contracts for analytical equipment are required to achieve and maintain IOS17025 (International Organization for Standardization) certification. Laboratories use IOS17025 to implement a quality system aimed at improving their ability to consistently produce valid results. The quality assurance programs in diagnostic laboratories have to meet this international standard in order to generate legally defensible results. | | | |
| 15429 | Department of Administration – Fleet Services Division | Ideco NV, Inc. | Contract | \$10,000 |
| Contract Description: | This is a new contract to provide repair, maintenance and certification of gasoline and diesel fuel dispenser equipment such as fuel tanks, fuel pumps, and fuel monitoring equipment and fuel dispensers in the Las Vegas area. | | | |
| 15512 | Attorney General's Office | William N. Morrison, Inc. | Contract | \$10,000 |
| Contract Description: | This is a new contract to provide expert witness services for an accident reconstruction in the defense of a lawsuit filed against the State of Nevada. | | | |
| 15496 | Attorney General's Office | White Pine County District Attorney | Contract | \$25,000 |
| Contract Description: | This is a new revenue contract to provide prosecution services on behalf of the Office of the District Attorney, White Pine County. | | | |
| 15476 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | Department of Administration | Contract | \$20,000 |
| Contract Description: | This is a new intrastate interlocal contract that continues on-going services to provide neutral, knowledgeable, and experienced attorney Hearing Officer services for hearings as requested; have attorney Hearing Officers attend training offered by the Rehabilitation Division or other appropriate entities; have the Chief Hearing Officer assign fair hearings to the appropriate attorney Hearing Officer; take and preserve a record of the fair hearing proceedings including providing for audio recordings; as needed, prepare a record of the proceedings and transmit it to the applicable court jurisdiction within the time frame established by NRS 233B.131(1), or other time frame established by law; and promptly forward any request for a certified court reporter to the department. | | | |
| 13387 | Department of Administration –State Public Works Division | Roseville Termite & Pest Control | Amend #1 | \$17,000 |
| Contract Description: | This is the first amendment to the original new contract, which provides ongoing pest control services, exterior and interior, on an as-needed basis for various state buildings in the Carson City and Reno area, upon the request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$20,000 to \$37,000 due to an increased need for these services. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|---|----------------------------|---------------|
| 15540 | Department of Conservation and Natural Resources | Department of Interiors dba Bureau of Land Management | Contract | \$14,748 |
| Contract Description: | This is a new interlocal agreement to conduct an environmental site assessment to provide State Parks and State Lands necessary information required to acquire title to the federal land, designated in the Lincoln County and White Pine County Bills to transfer to Kershaw Ryan, Cathedral Gorge, Beaver Dam and Ward Charcoal Ovens State Parks. | | | |
| 15554 | Department of Administration –State Public Works Division | Coda Architecture | Contract | \$12,600 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services to rehabilitate the historic building (Old Las Vegas Mormon Fort Park); Project No. 13-M53; Contract No. 95800. | | | |
| 14243 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | Naval Supply Center – San Diego Code 200 | Amend #4 | \$3,965.17 |
| Contract Description: | This is the fourth amendment to the original contract to provide full food service support at the Naval Air Station in Fallon, Nevada. This amendment increases the maximum amount from \$1,084,743.12 to \$1,088,708.29 due to the need for emergency food services provided as a result of a plane crash at the Fallon Naval Air Base. | | | |
| 10876 | Department of Employment, Training and Rehabilitation – Employment Security Division | Las Vegas Interpreters Connection, LLC. | Amend #5 | \$20,000 |
| Contract Description: | This is the fifth amendment to the original contract, which continues ongoing English/Spanish interpretation services at Unemployment Insurance hearings and other meetings where interpreters need to be fluent in both languages and the interpretation must be on a word-for-word basis for clients. This amendment increases the maximum amount from \$185,000 to \$205,000 due to a continued need for these services. | | | |
| 14896 | Department of Administration – Enterprise Information Technology Services | Mentor Services Corporation | Amend #1 | \$18,000 |
| Contract Description: | This is the first amendment to the original contract, which provides Introduction to Removable Media Manager and Hardware Management Console Operation training in Carson City, Nevada. This amendment extends the termination date from March 31, 2014 to March 31, 2016, and increases the maximum amount from \$12,000 to \$30,000 due to continued need for training. | | | |

16. INFORMATIONAL ITEM

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

Pursuant to NRS Chapter 111, Statutes of Nevada, 1989, at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program.

Pursuant to Chapter 355, Statues of Nevada, 1993, at page 1153, the Division of State Lands is required to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending March 31, 2014 (reference NRS 321.5954).

Brief description

- **1989 Tahoe Basin Act**
 - The agency reports there were no transfers of lands or interests in lands during the quarter.
 - On March 26, 2014 the Nevada Division of State Lands held a public auction where a Residential Development Right associated with a Tahoe Basin Act parcel was made available for sale. That offering resulted in the sale of the Development Right for \$15,100. Upon the closing of escrow, those proceeds will be deposited into the appropriate budget account, and the proceeds will be used to support continued forest health and fuels management projects in the basin.

- **Lake Tahoe Mitigation Program**
 - The agency reports there were no transfers of lands or interests in lands during the quarter.
 - The agency reports there were no acquisitions of lands or interests in lands during the quarter.

17. INFORMATIONAL ITEM

A. Silver State Health Insurance Exchange

Update from Deloitte Consulting, LLP on its assessment of the Silver State Health Insurance Exchange Business Operating System functionality.

18. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

***19. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk's Recommendation: I recommend approval.

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

Comments:

MINUTES MEETING OF THE BOARD OF EXAMINERS

April 8, 2014

The Board of Examiners met on Tuesday, April 8, 2014, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
Julia Teska, Clerk

Others Present:

Gloria Callahan, Member of the Public
Scott Sisco, Department of Corrections
Chuck Schardin, Department of Corrections
Mike Willden, Department of Health and Human Services
Katie Armstrong, Office of the Attorney General
Cheryl Tyler, Office of the Military
Colonel Castagnola, Office of the Military
Captain Dana Grigg, Office of the Military
Karissa Neff, Office of the Attorney General
David Stewart, Division of Welfare and Supportive Services.
Michael McMahon, Division of Welfare and Supportive Services
Kunal Shah, Deloitte Consulting
Ivy Bela, Deloitte Consulting
Deb Saha, Deloitte Consulting
David Hamilton, Xerox
Carol Sweeney, Administrative Services Division
Sue Sands, Administrative Services Division
Dave Prather, Department of Forestry
Pete Anderson, Department of Forestry
Vicki Radford, Military
Douglas McEldowney, Army National Guard
Rakesh Duttagupta, Deloitte Consulting
Julie Kidd, State Public Works Division
Teri Preston, State Public Works Division
Janet Murphy, Aging & Disability Services
Julie Balderson, Aging & Disability Services
Todd Rich, Department of Insurance
Sandi Bailey, Business & Industry
Clark Leslie, Attorney General's Office
Bill Hoffman, Department of Transportation
Dennis Gallagher, Attorney General's Office
Leah Lamborn, Department of Health Care, Finance & Policy

Jim Earl, Enterprise IT Services
David Gustafson, Enterprise IT Services
Ellen Crecelius, Department of Health & Human Services
Sue Smith, Department of Welfare & Supportive Services
Lorne Malkovich, R&R Partners

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, everybody.

Attorney General: Good morning.

Governor: Can you hear us loud and clear in Carson City?

Attorney General: Yes, we can.

Governor: We can hear you loud and clear, so we will -- if everyone's ready, we'll commence the meeting, Meeting of the Board of Examiners. Agenda Item No. 1 is public comment. Is there any member of the public here in Las Vegas that would like to provide public comment to the Board? Is there anyone present in Carson City that would like to provide comment to the Board?

Attorney General: Actually, Governor, I think we have somebody here who wants to come forward.

Governor: All right.

Gloria Callahan: Hello.

Attorney General: Good morning.

Gloria Callahan: I apologize, I'm not prepared to speak. I'm going...

Secretary of State: And if you could just grab a seat.

Gloria Callahan: Excuse me. I didn't know what the procedure was.

Secretary of State: Oh, sure. There's a microphone in front of you if you just want to state your name for the record.

Gloria Callahan: Gloria Callahan.

Governor: And good morning, Ms. Callahan.

Attorney General: See the Governor down there.

Gloria Callahan: Good morning.

Governor: Please proceed.

Gloria Callahan: I'm not prepared to speak, so I apologize if I'm not as articulate as I'd like to be. I understood that the state per diem employee problem was going to be on the Agenda, and it was pulled this morning. And I drove up from Las Vegas to attend. I am a state employee. And I have a letter from per stating that the state defined my nursing position as a critical -- if the state defined my position as a critical needs position, then retroactively they would remove the requirement for reimbursement to pers. This is a huge financial burden on my husband and I. And I request this decision or discussion be made as reasonably -- as soon as possible. Also the income that we have paid tax -- this income we've paid taxes on and we cannot receive that money back. I'm not sure if that made sense.

Governor: All right, Ms. Callahan. What I would suggest is perhaps after the meeting if you could chat with Ms. Teska who is the Budget Director. This item isn't on the Agenda, so we can't have that discussion. And I apologize that you traveled all the way from Las Vegas to Carson City. And if there's an opportunity in the future, we are always meeting jointly both in Las Vegas and Carson City so that you don't have to make that trek up north. But if you have a copy of that letter or we can make a copy for you, and if you would provide that to Ms. Teska, and then perhaps we can put you together with some of the people who could talk to you a little bit more in detail about the contents of that letter.

Gloria Callahan: I don't have it with me. I wasn't prepared to speak. I was just thinking that it was going to be on the Agenda and would be handled today, but I can meet with her after the meeting.

Governor: All right. Thank you very much. Is there any other public comment from Carson City? Okay. Before I get to Agenda No. 2, I did want to welcome Julia Teska, the Budget Director. This is her first Board of Examiners' meeting. And she's very well known to everybody, but, Ms. Teska, I don't know if you had any words that you'd like to provide to everyone.

Clerk: Thank you, Governor. It's a Julia Teska. I guess I wouldn't -- I don't have any prepared comments. I just wanted to say thank you to the Governor for this opportunity, and I'm grateful that this is not a very long BOE Agenda, because I don't know how long it's been since I've been to a Board of Examiners' meeting, so I'll try not to mess things up here as we go through this meeting. But grateful to be here, and anything that any of the members need, I'll be happy to get that for them.

Governor: Well, and thank you, Julia. And I will say publically what I told you privately is I'm thrilled that you've accepted the position. I think you're going to do a wonderful job. I think you have the experience that will do great things for the State of Nevada. So I appreciate your service and I very, very much look forward to working with you.

Clerk: Thank you.

***2. FOR POSSIBLE ACTION – APPROVAL OF THE MARCH 11, 2014 BOARD OF EXAMINERS’ MEETING MINUTES**

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: All right. Let’s move on to Agenda Item No. 2, which is approval of the March 11, 2014 Board of Examiners’ Meeting Minutes. And we’ll also take on Agenda Item No. 3, which is approval of the March 18, 2014 Special Board of Examiners’ Meeting Minutes. Have the members had an opportunity to review the minutes, and are there any changes?

Attorney General: I’ll move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Items 2 and 3. The Secretary of State has seconded the motion. Any questions or discussion? If there are none, all those in favor say aye.

Attorney General: Aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 3-0.

***3. FOR POSSIBLE ACTION – APPROVAL OF THE MARCH 18, 2014 SPECIAL BOARD OF EXAMINERS’ MEETING MINUTES**

Clerk’s Recommendation: I recommend approval.

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

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 Conservation and Natural Resources – Division of Forestry | 3 | \$99,712 |
| Total: | 3 | \$99,712 |

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: We will move on to Agenda Item No. 4, State Vehicle Purchase. Ms. Teska.

Clerk: Thank you, Governor. On the Agenda for approval today there’s three vehicles for the Department of Conservation and Natural Resources, Forestry Division. This is paid for by a grant from the U.S. Forest Service. If there are any other questions.

Governor: Thank you very much. I have no questions. Board members, any questions?

Attorney General: Nope. I’ll move for approval of Agenda Item No. 4.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Item No. 4. The Secretary of State has seconded the motion. Any questions or discussion? If there are none, all in favor say aye.

Attorney General: Aye.

Governor: Aye.

Secretary of State: Aye.

Governor: Motion passes 3-0.

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

A. Department of Education

Pursuant to NRS 333.705, subsection 1, Education seeks retroactive approval to contract with a former employee, for the term of April 1, 2014 through December 31, 2014 to provide audits of school district enrollments and financial reviews of grant programs and audit reports on an intermittent basis.

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: We will move on to Agenda Item No. 5, which is Authorization to Contract with a Former Employee, Department of Education. Ms. Teska.

Clerk: Thank you, Governor. This is a request from the Department of Education to contract through a temporary employment agency with a former employee who retired last summer for their Audit Services. They do fairly specific audits in terms of enrollment. These are not necessarily services that we can just contract out with anyone who doesn't have this experience. The audit unit at the Department of Education has five staff, two positions are currently vacant. And they also have a pending medical leave in one of the other positions. They're also approximately a year behind on some of their financial reviews, so this is a critical need for the department. And the retired employee's willing to do this on an intermittent basis as needed.

Governor: Ms. Teska, do you believe that the time period, at least that's describe in the Agenda item, April 1, 2014 through December 31, 2014 will be adequate to accomplish the tasks?

Clerk: Having just come from the Department of Education, yes, I do believe this should be adequate. The department is in the process of hiring one of the positions and has the other out for recruitment. This will also -- as they fill those positions, since this was a person who was with the department for a significant amount of time, will also allow for them to do training to get the new staff up to speed, so this should take care of their needs for the foreseeable future.

Governor: I have no further questions. Board members, any questions with regard to Agenda Item No. 5?

Attorney General: No, I will move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Item No. 5. The Secretary of State has seconded the motion. Any questions or discussion? If there are none, all in favor please say aye. Aye.

Secretary of State: Aye.

Governor: Those opposed say no. Motion passes 3-0.

***6. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

A. Department of Administration

Pursuant to NRS 353.268 on behalf of the Department of Business and Industry (B&I), the Department of Administration, Division of Budget and Planning, is seeking an allocation of \$26,755 of the \$8,300,000 appropriated to the IFC Contingency Fund pursuant to subsection 4 of Section 1 of AB 474 (2013) to replace unsupported operating system software, computer monitors and productivity software. In order to receive the requested allocation from the IFC Contingency Fund, B&I will complete individual work program revisions as depicted in the following table:

| Budget Account | Title | Allocation Amount |
|-----------------------|---------------------|--------------------------|
| 3823 | Real Estate | \$12,895 |
| 3952 | Athletic Commission | \$3,465 |
| 3900 | Labor Relations | \$10,395 |
| Total | | \$26,755 |

B. Department of Business & Industry – Transportation Services Authority

Pursuant to NRS 353.268 the Department of Business & Industry - Transportation Services Authority requests an allocation of \$66,942 from the Interim Finance Contingency Fund for Highway Funds to provide for a projected shortfall in personnel costs and mailroom costs.

C. Department of Corrections – Prison Medical Care

Pursuant to NRS 353.268 the Department of Corrections requests an allocation of \$2,168,005 from the Interim Finance Contingency Fund to fund a projected shortfall in the Prison Medical Care budget for inmate medical claims.

D. Office of the Military

In accordance with NRS 353.268, the Office of the Military is requesting an allocation of \$209,443 from the IFC Contingency Fund to provide for a projected shortfall in Category 01 – Personnel Services as a result of changes to Military Leave benefit.

E. Treasurer's Office

Pursuant to NRS 353.268, the Nevada State Treasurer's Office is requesting an allocation of \$64,946 from the Interim Finance Committee's Contingency Fund for a total of \$37,806 in fiscal year 2014 and \$27,140 in fiscal year 2015 to cover unanticipated expenditures due to upgrades required to prevent an extended interruption in connection to the SilverNet network that were not known by the agency prior to the FY 14/15 budget closings, and to provide funding for a contract that was included in the Governor's Recommended budget and legislatively approved, but was inadvertently left out of the agency's final budget.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: All right. We'll move on to Agenda Item No. 6, which is Request for General Fund Allocation from the Interim Finance Committee Contingency Fund. We'll commence with 6A, which is Department of Administration. Ms. Teska.

Clerk: Thank you, Governor. This is -- while this says it's an allocation to the Department of Administration, this is really to cover the costs, I believe there was an item approved previously, of the outdated -- the computers with the outdated operating systems. This is for some remaining items with the Department of Business and Industry, as well as once they did some of the computer replacements, they no longer had monitors that would work with the new computers, and so it's also adding those components. Hopefully this is the last that we'll see of these requests for the year.

Governor: All right. Any questions with regard to Agenda Item 6A? Let's move on to 6B.

Clerk: This is another request from the Department of Business and Industry. This is for the Transportation Services Authority. This is to cover some shortfalls, in particular, in the salary area, in personnel costs. There was an error in the approved budget for one of the unclassified positions, as well as they were filling vacant positions during the last session, and those folks that they hired ended up at different steps than were originally budgeted. And this has created a shortfall in their payroll personnel services category, and this will -- this allocation will help cover that shortfall.

Governor: Okay. Do we have somebody from TSA to answer questions?

Clerk: There does not appear to be anyone here from the Transportation Services Authority.

Governor: And I'll ask you the question then, Ms. Teska, 'cause at least from my review of this is these were budgeted at step one and they were hired in at step seven or nine. Do we know where the issue resolved with regard to that delta, how it was budgeted at one and then hired in at a seven or a nine?

Clerk: I can speak in terms of it's a practice in the state that vacant positions are budgeted as step one, which is a practice that I've already had some discussions with the staff about, in particular, in the smaller accounts. Perhaps we might want to look at modifying that. And then when -- especially when we're hiring employees who are already state employees, there are rules in place in the personnel system regarding how the steps which, you know, if you're being promoted from one position to another, you generally retain your steps as long as you're not increasing more than two grades. So this kind of thing actually where a position is budgeted at one level and then the -- when the position is filled, it's filled at a different level than -- or different steps than what was budgeted is fairly common place. It just creates problems when we're talking about these position -- these budget accounts that have a small number of positions.

Governor: So would it -- to avoid this in the future, should we just not budget at the step -- the higher steps rather than at the step one?

Clerk: That's one of the things that I'm having a discussion with my -- with the Budget Office staff about, in particular, setting a threshold for the number of positions in an agency and identifying the types of positions where these types of incidents are occurring. So I would look for us to be modifying that practice going forward.

Governor: Okay. Good. And given that we're building a budget, you know, we're starting the beginnings of building a budget, I would like to avoid these types of issues in the future.

Clerk: Absolutely.

Governor: Okay. Board members, any questions with regard to Agenda Item 6B?

Secretary of State: No, Governor.

Governor: All right. Let's move on to Agenda Item 6C, Prison Medical Care, Department of Corrections.

Clerk: Thank you, Governor. This is a request from the Contingency Fund from the Department of Corrections for \$2.1 million. This is due to a significant increase in the hospitalization costs as well as shortfall in the eligible billings for Medicaid for the inmate claims. And I believe there are folks here from Corrections if there are additional questions.

Governor: Okay. I do have questions, so I'm not sure who's there, but if they'd come to the table, please.

Scott Sisco: Thank you, Governor, members of the Board, for the record, Scott Sisco, Deputy Director of Department of Corrections and with me is Chuck Schardin who is our Medical Administrator.

Governor: Mr. Sisco, if you could give us a little bit more detailed background as to how we got here.

Scott Sisco: Thank you, Governor. Again, for the record, basically what happens is we end up - and the Department of Corrections has somewhat of a unique budget because we have a category within that -- within our budget that allows us to pay claims for -- stale claims from the prior year. And already this year we've had two of our programs where we've had to move current year medical reimbursement money from current year money to prior year money to pay last year's medical bills. We had several catastrophic cases near the end of last year. We consider catastrophic cases, those cases that are over \$100,000. And we've had those, so that's a big part of it. And then our projections for medical costs through the end of the year is part of it.

And then the third part of this is during the close of the budgets, the legislature looked at the Affordable Care Act as they were closing our budgets, and they estimated how much possible savings they might have as those inmates that leave the institution for 24 hours or more would be picked up by the Affordable Care Act. And they took -- they moved that money out to utilize for other purposes. But when they did that, they didn't realize that some of that money comes from the inmates themselves and the Inmate Welfare Account. And they did not deduct that, so they took the whole amount and credited it to the General Fund instead of crediting part of it to the General Fund and part of it to the Inmate Welfare Account. And since, again, the way the statute is written is that the inmates will reimburse the state for costs that the state incurs since there would be no cost that the state incurs, that portion of the money would then not be reimbursed by the inmate. So it's kind of those three things there that are causing this shortfall for this year.

As far as the Medicaid itself is still on track. We're still successfully submitting their Medicaid claims. We're still on track. We're not seeing any problems with that. It's just every now and then we have years where we have catastrophic cases that end up hitting us hard.

Governor: Okay. What is the -- do you know what the amount is off the top of your head for that inmate portion of the...

Scott Sisco: Yes, I do.

Governor: ...of the Affordable Care Act?

Scott Sisco: Yes, I do. The revenue transfer shortfall portion of this is \$435,287.

Governor: So that amount likely will never be recovered, correct?

Scott Sisco: Yes, that amount -- yes.

Governor: So that was the amount that the legislature assumed would be recovered, but won't be going forward?

Scott Sisco: Well, that was the amount that the legislature removed from the budget assuming that the Affordable Care Act was going to pick it up, but didn't realize that it was a different funding source than the General Fund. So they overestimated the savings to the General Fund and didn't -- underestimated that portion or didn't count on that portion at all.

Governor: Okay. No, and I'm not -- I don't want this to be interpreted like I'm trying to point fingers or anything. I just want to make sure that going forward, again, as we budget, we can be more accurate in terms of what we think we're going to recover or not. Now, with this amount, and we're looking at \$2,168,005, do you think we're going to be okay through the rest of the biennium, or will you be coming back for more?

Scott Sisco: We are continuing to watch it closely. These are the best estimates that we can get. One of the things that's unique about the Affordable Care Act and this Medicaid is we're no longer seeing those bills. Once an inmate is determined to be eligible for it, they're turned over to Medicaid and we no longer see it, so we really don't know. So we're doing the best job that we can to estimate it. We are watching our payroll costs and other costs within the department real close, but I'm not 100 percent confident that we might not be back to you one more time before the end of the year, but it might not be about medical. It might be about salary costs, 'cause we're a little tight on salary this year.

Governor: Well, that shouldn't be a mystery figure. Wouldn't you be able to go over to Mr. Willden's department and figure out how much money is being paid out of Medicaid account for those inmates?

Scott Sisco: Presumably yes. The problem -- I think the issue that we're seeing right now is when an inmate goes in, as soon as we identify the fact that they're going to be there, we apply for the Medicaid. And then once the 24 hours kicks in, the application is sent off. Again, my understanding is that Medicaid is struggling like crazy and doing the best job they possibly can with catching up with a backlog of the people signing up for it and everything else. And, again, our situation is somewhat unique to them because we're signing them up -- we're signing up. They may only be in the hospital for one, two, three days, and then they come back off. A lot of times they're back in our institutions two, almost three months before they're even determined whether they were eligible in the first place.

Governor: And do you know what that specific figure was for what those stale claims that you talked about that had to be paid?

Scott Sisco: Let's check here real quick.

Chuck Schardin: It was like 900,000.

Scott Sisco: Yeah, it was real close to \$900,000.

Governor: All right. So a significant portion of what we're talking about today is something that essentially was from the last biennium?

Scott Sisco: They were catastrophic claims from 2013...

Governor: Okay.

Scott Sisco: ...that carried forward.

Governor: And I have no further questions. Board members, any questions with regard to Agenda Item 6C?

Secretary of State: No, Governor.

Attorney General: No.

Governor: And, Mr. Sisco, if you would just keep Ms. Teska apprised as to how this develops over time so that we can be ready for it.

Scott Sisco: Absolutely. We are feeling better about how Medicaid is working out. It's just with it starting on January 1, like I say, many of the claims won't actually wash out until we're almost into the next fiscal year. But we do plan on continuing the budgeting through that process, and hopefully -- the anticipated savings to the General Fund this year I believe was about 2.5 million, and then 5 million in 2015. We probably will have a similar situation in 2015 with the Inmate Welfare Account, but hopefully as we -- as Medicaid catches up and as we get better at getting the applications in and everything else, we'll have a good feeling as we prepare our budgets for the 2016/2017 biennium.

Governor: Yeah, and I guess the point I would make, Mr. Sisco, is I feel like we're kinda flying blind here a little bit, and there has to be a way to be able to figure out what those savings are. And you're telling me you can't do it, but you would be able to do it through the Medicaid Division and Mike Willden's shop. So, as I said, I really wanted to make sure that we're tracking this, because right now it doesn't sound like we know exactly what those figures are.

Scott Sisco: Right. Hopefully, and, yes, we can work with Mr. Willden's shop and find out what Medicaid ended up paying. Unfortunately it's just probably going to be after the fact, meaning almost to the point of after the fiscal year is closed to some degree.

Governor: Why does it take that long?

Scott Sisco: Well, again, prior to this for most of our claims we'd go into the hospital. Within a certain amount of time the hospital would create a bill to us. It would go through our third-party administrator who would take the deductions that we have contracted with that hospital. And then we would get hit with a bill. So we would know right then and there what our actual costs were, what we saved and everything else. In this case, when we apply for Medicaid, we no longer see the bill. They're just -- once they're accepted, Medicaid pays the bill and nothing comes back to the Department of Corrections to tell us even what that inmate ended up costing. Again, there was an assumption in the legislative process that as a result of the Affordable Care Act we were going to save a certain amount of money. And I guess we're just now realizing that we really don't know until Medicaid tells us later on. And that's kind of a process that we haven't set up with them to tell us later on what they actually paid on behalf of each of these inmates.

Governor: Okay. Is Mr. Willden in the audience there?

Scott Sisco: Yes, he is. We'll slide this down to him and let him take a shot at this.

Mike Willden: Good morning, Governor.

Governor: Good morning. How are you, Mike?

Mike Willden: Good. So I can't add a number or a savings, but I can add the process. So when an inmate leaves the correctional facility and goes to a hospital, it's generally done here in Carson City. The hospital then does not bill the Correction's system. They bill Medicaid, just like any other claim would be billed to Medicaid. Providers have 180 days -- up to 180 days to bill what we call a clean claim. And so that's part of the delay. As for taking the applications, it's my understanding that there's actually -- these aren't done electronically. They're not in our electronic queue. They're in a paper process.

Chuck Schardin: No, we do electronically.

Mike Willden: Electronically. Okay.

Chuck Schardin: Yeah.

Mike Willden: So they're processed out of Carson office though and there's a team dedicated to processing these Medicaid Prison Correction's applications. So the delay is how quickly a hospital gets a claim in to Medicaid to be paid. And I didn't bring the numbers, but we are paying a significant number of claims on behalf of inmates.

Governor: And perhaps at a later point you can put that in document form so we can see where we are. And I get that it's really the responsibility of the provider then to get that bill in in a timely manner, and there's not anything you can do if they do it on the 179th day. But as much information as we can get at this point would be very helpful.

Mike Willden: Governor, we can provide you what we'd call a billing pattern to see how many are billing in 30, 60, 90, 120 days.

Governor: And as you say, if all of its coming out of one place, which would probably be the Carson Tahoe hospital I would imagine...

Chuck Schardin: Both, yeah, we do Valley and...

Mike Willden: Yes, most of it's in Carson Tahoe, but there's also births that are in Valley Hospital...

Chuck Schardin: Right.

Mike Willden: ...in Las Vegas.

Governor: Okay.

Mike Willden: But they won't be in Valley Hospital after the 17th of this month 'cause they're closing their OB Center, so I assume those births will be moved to another Las Vegas hospital.

Chuck Schardin: Centennial.

Mike Willden: Centennial.

Governor: Okay. Like I said, hopefully we can -- there's not a big universe here of individuals that are involved and we can get a pretty firm handle on where we're going with it. Okay. I have no further questions. Board members?

Secretary of State: No, Governor.

Attorney General: No.

Governor: Thank you, Mr. Willden.

Mike Willden: Thank you.

Governor: Thank you.

Scott Sisco: Thank you.

Governor: We'll move on to Agenda Item 6D, which is Office of the Military.

Clerk: Thank you, Governor. This is a request from the Office of the Military to cover projected shortfall in Personnel Services that results from military benefit leave coming in the -- there was a bill, AB364, from the last session that changed provisions to the Military Leave Benefit. I want to -- before we go any further, I want to say that the amount has been revised as of yesterday to \$296,356 to ensure that it includes not just the salary portion, but also associated fringe benefits. And there are folks here from the Department of Military to -- or the Office of the Military to speak to this in great detail. But this is largely a combination of several things, one of which was some changes on the federal side in terms of what they are reimbursing for, changes related to AB364 and its interpretation versus the initial understanding of the way the intent of the bill and the scope of the bill.

In reviewing the testimony, when this was presented to the Assembly Ways and Means during last session, this was really talking a lot about the -- was referencing by the bill sponsor that this was really talking about the two weeks and one weekend a year to fulfill the duties of National Guard and Reservists. And the interpretation from LCB Legal has expanded that significantly to where the -- to the point where, at least it's my understanding, it's also including costs associated with some of the deployment. So the Executive Branch understanding of the bill and the way it was presented during the session versus the way it's been interpreted are a little bit different, as well as then there were some issues with how the feds are reimbursing this and that is creating

this shortfall of almost \$300,000 in the Office of the Military budget. And, again, there are folks here from the office if you have any more questions.

Governor: Okay. I'd like to ask them to come to the table, but just one question. Do we have any open meeting law issues if the amount of 296,356 is different than the amount that is in Agenda Item 6D, which is \$209,443?

Katie Armstrong: Thank you, Governor. This is Katie Armstrong. And, yes, I believe that you do have an open meeting law issue and you can only approve what was agendized is the 209,443 at this point.

Governor: So that begs the question that means we would have to have this on the Agenda again to make up the difference. So are we in a time crunch where this portion of 209 needs to be approved today and then we have to put it on the Agenda again, or can we do it all at once and continue this matter?

Cheryl Teller: For the record, this is Cheryl Tyler, ASO of Office of the Military. Good morning, Board members. Good morning, Governor Sandoval. And with me...

Governor: Good morning.

Cheryl Teller: ...is Colonel Castagnola, RUSPFO. And he's able to answer any federal questions. And also our JAG Captain Dana Grigg who can answer any policy questions. To answer your question, sir, I do believe we need the 209,000 at least 'cause we currently have stopped paying our military personnel. We have some firefighters -- majority of fire -- deficiency right now is because of the firefighters getting deployed back in October. And because of this shortfall we have stopped allowing them to use military leave. So we do appreciate if you could approve the portion of 209,000 first and then we'll come back for the additional funds.

Governor: Okay. Well, then we'll go ahead and do that. I mean, we'll discuss this Agenda item. Will you kind of walk us through how we got here in the first place?

Cheryl Teller: Basically when AB364 was being discussed in the legislative hearings, it was calculated the -- they increased the -- militarily from 15 days to 39 days. And how they calculated the 39 days is based on weekend drills and the two week animal trainings that the active Guardsmen have to go through to still be active -- considered active Guardsmen. So with that definition we were under the assumption that the original master cooperative agreement of 30 days that the feds will reimburse the state will cover those specific trainings. Because not all of our firefighters work both a Saturday and a Sunday or any other personnel. This covers all active Guardsmen in the Office of the Military, and the majority of them are firefighters, but we do have some security officers and other personnel that also qualify for military leave.

So for this type of case it's not all of them work two, again, days. So, for example, if a person works Saturdays only, they would only get the Saturday reimbursement which is the 12 days, plus 15 days of UTA, which would amount to 27 days for that fiscal year. However, now that

we understood that deployment should be included, so, for example, our current firefighters were deployed from October until December, they could easily use up the 39 days per calendar year, and January until March they used up another set of 39 days, 'cause that's another discrepancy too. In the state -- per state policy military leave is tracked per calendar year. Federally we are reimbursed by federal fiscal year. And federal NGB are now reimbursing us up to 168. It was clarified that the 30 days was misconstrued and that we will be reimbursed by the Federal Government National Guard Bureau for 168 hours of military leave only. So the two sets of 39 now falls into one federal fiscal year and one state fiscal year. So that generated the shortfall right there.

Governor: So do you -- this will be a -- this is a one-time issue, do you believe?

Cheryl Teller: Well, sir, it depends if a lot of our members will continuously get deployed or not. Like in this case, we have seven firefighters that were deployed starting October 1st until March, so that created the majority of this. So we can't tell exactly if we will -- if some of our personnel would get deployed in the future or not. But if they do get deployed, then this would be an ongoing situation.

Governor: And what would be the fix going forward in your opinion?

Cheryl Teller: Speaking to our budget analysts, we would budget in -- we would use this year as the base year to budget in for state fiscal year '16 and '17. Just as a basis of how much approximately we would have. But, again, that's not going to be a concrete amount. It would just be based on the current history that we have.

Governor: Okay. Any other questions from Board members on this Agenda item?

Secretary of State: No, Governor.

Governor: Thank you very much. Ms. Teska, we'll move on to Agenda Item 6E, Treasurer's Office.

Clerk: Thank you, Governor. This is a request from the Treasurer's Office for Contingency Funds. The majority of this, it's \$64,946 for the remainder of the biennium, \$37,806 for 2014 and \$27,140 for 2015. The majority of these costs are for a contract that was included both in the Governor's recommended budget and in their -- it was legislatively approved during their budget hearings. However, there was a technical error and it was inadvertently left out of the final budget figures for the Treasurer's Office. That contract is funded -- is supposed to be funded 100 percent with General Funds and the Treasurer's Office does not have General Funds in any of their other budgets that could cover this.

The other piece of this, a much smaller component, is that they have some I think it's switches that need to be replaced to be upgraded in order to continue connection with the Silver Network. These were not included in their budget last biennium. They did not -- there was a -- I think there was a miscommunication in terms of trying to get the -- between the agency in terms of

whether these were at the end of their useful life or not. So in order for them to continue to have Silver Net access, they would need to have those items replaced.

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

Attorney General: No.

Secretary of State: No, Governor.

Governor: Are there any other questions with regard to Agenda Item 6A through E? If there are none, the Chair will accept a motion for approval.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Item No. 6A through E. Secretary of State has seconded the motion. Any questions or discussion? All in favor, please say aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Aye. Motion passes 3-0.

***7. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

The 2013 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2014 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

| BA# | BUDGET ACCOUNT NAME | GENERAL FUND ADJUSTMENT | HWY FUND ADJUSTMENT |
|------|-------------------------------|-------------------------|---------------------|
| 3922 | Transportation SVCS Authority | | \$35,115 |
| | Total | | \$35,115 |

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We will move on to Agenda Item No. 7, Salary Adjustments. Ms. Teska.

Clerk: Thank you, Governor. This is a request for salary adjustment funds for the Department of Business and Industry, Transportation Services Authority. This is in connection with the item that was just approved, 6B. They are eligible for salary adjustment funds and we are using those to help bridge the shortfalls. These are actually to pay for the increased costs of existing employees given the difference between the cost of what was included in the budget and the implementation of the restoration of the two and a half percent and the six days of furlough.

Governor: I've already asked my questions previously in regard to this Agenda item, so any questions from the other Board members?

Secretary of State: No, Governor.

Governor: If there are none, the Chair will accept a motion for approval of Agenda Item No. 7.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for approval. The Secretary of State has seconded the motion. All those in favor, please say aye.

Attorney General: Aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 3-0.

***8. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation – Administration – \$65,000

The department requests settlement approval in the amount of \$65,000 to resolve a direct condemnation action to acquire real property located on the northeast corner of Cactus and the I-15 in Las Vegas, Nevada for the Cactus/I-15 Interchange. The sum of \$477,293.02 was previously deposited with the Court, which was comprised of the total amount of NDOT's appraised value of the property during litigation plus accrued interest through December 31,

2013. Approval of this additional amount would bring the total amount paid to the landowner to \$542,293.02.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We'll move on to Agenda Item No. 8, Approval to Pay a Cash Settlement. Ms. Teska.

Clerk: Thank you, Governor. This is a request from the Department of Transportation for \$65,000. This is related to the I-15 Interchange in Las Vegas. This is an additional amount in addition to the \$477,293 previously approved. This is to add an additional \$67,000 [sic] to settle this claim, and it brings the total to \$542,293.02.

Governor: All right. Thank you. And if you'd identify yourself for the record, please.

Karissa Neff: My name is Karissa Neff, and I'm from the Attorney General's Office. And I am the Senior Deputy Attorney General that's been working on this case.

Governor: All right. Thank you, Ms. Neff. And if you'd just kinda take us through the process, please.

Karissa Neff: Okay. This is a direct condemnation action that was needed to acquire real property located on the northeast corner of I-15 and Cactus for the Cactus Interchange Project. Approximately .45 acres of real property needed to be acquired in fee, along with quite a few permanent easements from about a 2 gross acre parcel. And the land that was acquired is undeveloped property. All of the other named defendants in this lawsuit, except for the present landowner, all of their interests have already been accounted for. And basically during litigation our appraiser appraised the property at 470,000, our acquisitions of the property. We increased the deposit with the court to an additional 7,000 to cover the interests that they're entitled to on that deposit. And we're now looking to settle with the investors that have since acquired titles to the property, after the initial landowner, Ad America, went into default and was foreclosed on. And so we're asking for the Settlement Authority to settle for an additional \$65,000.

Governor: Okay. And does that resolve at least this case once and for all?

Karissa Neff: It resolves this case once and for all, yes.

Governor: And do you believe that this settlement amount is in the best interest of the state?

Karissa Neff: I do.

Governor: Any questions from Board members?

Attorney General: No.

Secretary of State: No, Governor.

Governor: Thank you, Ms. Neff.

Karissa Neff: All right. Thank you.

Governor: If there are no further questions, the Chair will accept a motion for approval of -- to pay a cash settlement in the sum of \$65,000 as described in Agenda Item No. 8.

Secretary of State: Governor, before we get there, I just have one quick disclosure to make. One of the investors and a party to this litigations is Michael O'Callaghan, who's a contract employee with my office. I don't believe it poses a conflict.

Governor: All right. Thank you, Mr. Secretary.

Attorney General: Governor, I'll move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for the approval of Agenda Item No. 8. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye.

Attorney General: Aye.

Governor: Aye.

Secretary of State: Aye.

Governor: Motion passes 3-0.

***9. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move on to Agenda Item No. 9, Leases. Ms. Teska.

Clerk: Thank you, Governor. For your consideration today we have four leases. These are all extensions of existing leases for state agencies.

Governor: And I'd like to note at least in Leases 1 and 3, there's a savings between the two of them of over \$200,000, so that's a good result. But I have no questions with regard to any of these leases. Board members?

Secretary of State: No, Governor.

Governor: Is there a motion to approve Agenda Item No. 9?

Attorney General: Move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for the approval of the Leases 1 through 4 as described in Agenda Item No. 9. The Secretary of State has seconded the motion. Any questions or discussion? All in favor please say aye.

Attorney General: Aye.

Governor: Aye.

Secretary of State: Aye.

Governor: Motion passes 3-0.

***10. FOR POSSIBLE ACTION – CONTRACTS**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Let's move on to Agenda Item No. 10, Contracts. Ms. Teska.

Clerk: Thank you, Governor. There are 28 contracts for your consideration at today's meeting. I believe you had indicated you wanted to hear testimony on Item No. 20.

Governor: Yes.

Clerk: And are there any other items that the members would like to hear?

Governor: And, I guess, for the record, I'm going to make a disclosure with regard to Agenda Item No. 28. The principal in that contract is the Ferraro Group, the contractor. I have a friendship with Greg Ferraro who is the principal in that entity, so to avoid any appearance of impropriety, I will not be participating in the vote on Agenda Item No. 28. But I will say that it was unclear what board and commission that contract is with. Did we find out who that is?

Clerk: Yes, sir. It is with Contractors Licensing Board.

Governor: Okay. All right. Then let's go back to Agenda Item No. 20, which is Department of Health and Human Services, Welfare and Support Services, Child Support Program and Maximus Human Services.

David Stewart: For the record, this is David Stewart, Deputy Administrator, Information Systems for DWSS.

Michael McMahon: Good morning, Governor, members of the Board. And for the record, Michael McMahon, Administrator, Division of Welfare and Supportive Services.

Governor: Okay. And the only question here was I understand that these type of services are necessary, just the amount of a million dollars seemed like a lot. And I was wondering if you could give some background on why the contract costs a million dollars.

David Stewart: Governor, this process went through the RFP process of the State of Nevada. The low bid for the services came in at 960,000 with the high bid of about two and a half million. This contractor, their bid was at \$1.3, \$1.4 million, and I was able to negotiate them down to the \$1 million budget for this project.

Governor: Well, thank you for doing that. What is the service that's going to be provided? I mean, this is -- I'm not in the technology world, so, as I said, when I saw \$1 million for a feasibility study, I just wanted to get a little more background on why it costs that much.

David Stewart: According to the Office of Child Support Enforcement, a federally mandated feasibility study is required to obtain federal funding for any replacement system that would be identified by this feasibility study. So in order for us to get the 66 percent federal funding matched, we have to do this study. And the study consists of working with all of our county partners in the state developing requirements, going through our existing applications. As part of this we have to consider two different transfers from two different states. They look at hybrid solutions, which may be, you know, a hybrid might be some in-house development coupled with transfers of components from different states, or commercial off the shelf software that's available. Also included in this RFP is the vendor will help the state write the -- what they call the advanced planning document, which is kind of like the technology improvement request for the State of Nevada. That's how they look at the scope of the project and the approved funding based upon that. The vendor's also going to assist the state with writing the RFP for the design, development and implementation vendor, as well as the independent verification and validation vendor.

Governor: Okay. And, as I said, it sounds like it's very complex and necessary, and I appreciate the background. And I also, again, want to thank you for being a tough negotiator and saving that money. All right. Board members, any...

David Stewart: Well, it was fairly easy. It was fairly easy. The second place vendor was a \$960,000 bid.

Governor: Okay. All right. Any other questions from Board members on Contract No. 20?

Secretary of State: No, Governor.

Governor: Thank you, Gentlemen. All right. Board members, do you have any questions with regard to Contracts 1 through 28?

Attorney General: No.

Secretary of State: No.

Governor: Then the Chair will accept a motion for approval of Contracts 1 through 27.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for the approval of Contracts 1 through 27. The Secretary of State has seconded the motion. Any questions or discussion on the motion? All in favor say aye.

Attorney General: Aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 3-0. As I stated previously, I will not be participating on the vote for Contract No. 28. So if one of the other Board members would handle that for me, I'd appreciate it.

Secretary of State: Turning to Contract No. 28, are there any questions or concerns about Contract No. 28?

Attorney General: No.

Secretary of State: Hearing none, is there a motion to approve Contract No. 28?

Attorney General: I'll move for approval.

Secretary of State: I'll second. Any comments or questions about the motion? Hearing none, all those in favor signify by saying aye.

Attorney General: Aye.

Secretary of State: Aye. Opposed nay? The motion passes 2-0.

Governor: Thank you, Mr. Secretary.

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

One master service agreement was submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: We will move on to Agenda Item No. 11, Master Service Agreements. Ms. Teska.

Clerk: There’s one master service agreement for approval today. It is with Triple 7 Movers. It is for moving services, packing, storage and general freight. Any questions?

Governor: Yeah, I have on questions on this Agenda item. Board members?

Secretary of State: No, Governor.

Governor: Is there a motion for approval?

Attorney General: Move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of the Master Service Agreement No. 1 in Agenda Item No. 11. The Secretary of State has seconded the motion. All in favor say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 3-0.

12. 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 March.

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|--|---------------------|----------|
| 15357 | Attorney General's Office | Clark County Office of District Attorney | Contract | \$25,000 |
| Contract Description: | This is a new revenue contract to provide prosecution services for the Office of the District Attorney, Clark County. | | | |
| 15277 | Attorney General's Office | Parkside Associates, LLC. | Contract | \$49,999 |
| Contract Description: | This is a new contract to provide ongoing forensic accounting services to the Bureau of Consumer Protection in matters pertaining specifically to mortgage lending services cases. | | | |
| 15346 | Department of Administration – State Public Works Division | Vegas Valley Locking Systems | Contract | \$15,000 |
| Contract Description: | This is a new contract that continues ongoing installation, repair, and re-keying to doors and door hardware to various State buildings in the Las Vegas area. | | | |
| 15345 | Department of Administration – State Public Works Division | JBA Consulting Engineers, Inc. | Contract | \$21,500 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services for the server room air conditioner installation at the Las Vegas Readiness Center, Project No. 13-M21; Contract No. 94251. | | | |
| 15322 | Department of Administration – State Public Works Division | Paul Cavin Architect | Contract | \$15,800 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services for the Stewart Building #3 Americans with Disabilities Act Upgrades; Project No. 13-S02-5; Contract No. 94240. | | | |
| 15438 | Department of Administration – State Public Works Division | Lumos & Associates | Contract | \$22,400 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services for the Camp Stead DFAC Drainage Improvements, Project No. 14-A013 (2); Contract No. 95010. | | | |
| 15436 | Department of Administration – State Public Works Division | RO Anderson Engineering, Inc. | Contract | \$13,405 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services for the Nevada State Railroad museum Americans with Disabilities Act Upgrades; Project No. 13-S02; Contract No. 96984. | | | |
| 15344 | Department of Administration – State Public Works Division | GML Architects, LLC. | Contract | \$44,100 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services to remove and replace culinary and infirmary flooring at the Ely State Prison, Project No. 13-M46; Contract No. 95759. | | | |
| 14156 | Department of Administration – Nevada State Library and Archives | Charter Fiberlink-CCVII, LLC. | Amend | \$25,560 |
| Contract Description: | This is the first amendment to the original contract, which provides new dedicated 20Mbps synchronous fiber internet access services to the Nevada State Library. This amendment extends the termination date from May 31, 2014, to May 31, 2017, and increases the maximum amount from \$9,520 to \$35,080 due to the continued need for this service. | | | |
| 15413 | Department of Administration – Nevada State Library and Archives | Beatty Library District | Contract | \$30,635 |
| Contract Description: | This is a new cooperative revenue agreement which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|------------------------------------|----------------------------|---------------|
| 15416 | Department of Administration – Nevada State Library and Archives | Tonopah Library District | Contract | \$24,430 |
| Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | |
| 15418 | Department of Administration – Nevada State Library and Archives | Sierra Nevada College | Contract | \$28,225 |
| Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | |
| 15414 | Department of Administration – Nevada State Library and Archives | Esmeralda County Libraries | Contract | \$41,235 |
| Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | |
| 15381 | Department of Health and Human Services – Director’s Office | Kohn & Company, LLP. | Contract | \$40,000 |
| Contract Description: | This is a new contract that continues ongoing fiscal reviews of the Department of Health and Human Services Grants Management Unit grantees. These outside fiscal reviews will provide assistance to the agency in meeting a requirement that all grantees are to be reviewed once every two (2) years. | | | |
| 15380 | Department of Health and Human Services – Director’s Office | Bradshaw, Smith & Company, LLP. | Contract | \$40,000 |
| Contract Description: | This is a new contract that continues ongoing fiscal reviews of the Department of Health and Human Services Grants Management Unit grantees. These outside fiscal reviews will provide assistance to the agency in meeting a requirement that all grantees are to be reviewed once every two (2) years. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|--|---------------------------------|----------------------------|---------------|
| 15378 | Department of Health and Human Services – Director’s Office | Johnson and Burt CPA’s, LLC. | Contract | \$40,000 |
| Contract Description: | This is a new contract that continues ongoing fiscal reviews of the Department of Health and Human Services Grants Management Unit grantees. These outside fiscal reviews will provide assistance to the agency in meeting a requirement that all grantees are to be reviewed once every two (2) years. | | | |
| 15379 | Department of Health and Human Services – Director’s Office | Ellsworth, Gilman & Stout, LLC. | Contract | \$40,000 |
| Contract Description: | This is a new contract that continues ongoing fiscal reviews of the Department of Health and Human Services Grants Management Unit grantees. These outside fiscal reviews will provide assistance to the agency in meeting a requirement that all grantees are to be reviewed once every two (2) years. | | | |
| 12255 | Department of Health and Human Services – Public and Behavioral Health | Deborah E. Keil, PhD. | Amend | \$25,569 |
| Contract Description: | This is the first amendment to the original contract, which continues ongoing medical laboratory supervision services. This amendment extends the termination date from February 28, 2014 to February 28, 2015 and increases the maximum amount from \$72,327.12 to \$97,896.72 to continue funding the fees for ongoing services through the extension date. | | | |
| 13246 | Department of Health and Human Services – Department of Child and Family Services | Kathy N. Carlson | Amend | \$14,960 |
| Contract Description: | This is the first amendment to the original contract, which continues ongoing barber services at Nevada Youth Training Center. This amendment extends the termination date from June 30, 2014, to June 30, 2016, and increases the maximum amount from \$19,440 to \$34,440 due to the continued need for this service. Beginning July 1, 2014, the cost per haircut will increase from \$9 to \$10. | | | |
| 14664 | Department of Corrections | Board of Regents – UNR | Contract | \$14,964 |
| Contract Description: | This is a new Interlocal Agreement with University of Nevada, Reno to provide an independent review of the Purpose, Respect, Integrity, Determination, and Excellence (PRIDE) program to be submitted to the Department of Employment, Training and Rehabilitation (DETR) to ensure the effectiveness and compliance of the program. | | | |
| 15313 | Department of Agriculture | MIA Consulting, LLC. | Contract | \$15,396 |
| Contract Description: | This is a new contract to create a custom Geo-database using the Early Detection & Distribution Mapping System (EDDMAPS) to establish a real-time web-based catalog of invasive weed infestations throughout Nevada. This database will allow for smartphone access of pictures of various types of weeds and their locations. The database will be supported and hosted for 12 months after acceptance. | | | |
| 15422 | Department of Agriculture | M3 Planning | Contract | \$12,870 |
| Contract Description: | This is a new contract to provide meeting facilitation services for two development meetings within the Food and Nutrition Division. There will be an updating of the "Nevada School Wellness Policy" for the Child Nutrition Program and the initial development of the "Nevada USDA Food Distribution Plan" for the Commodity Food Program. Facilitation services are needed to bring together the diverse stakeholders for each meeting, so that a common, efficient strategy can be formulated and agreed upon. The vendor will facilitate 6 meetings (3 for Nevada School Wellness Policy and 3 for Nevada USDA Food Distribution Plan) over the balance of fiscal year 2014. | | | |
| 15311 | Department of Wildlife | Flight Check, Ltd. | Contract | \$33,000 |
| Contract Description: | This is a new contract to provide annual training to NDOW Helicopter pilots. | | | |
| 15350 | Department of Conservation and Natural Resources – Forestry Division | Plumb Line Mechanical, Inc. | Contract | \$25,000 |
| Contract Description: | This is a new contract to provide ongoing preventative maintenance, repairs and parts to the HVAC system at the Nevada Division of Forestry's Northern Region Office/Shop and Elko Interagency Dispatch Center in Elko, NV. Services will include annual and semi-annual schedule maintenance and general repairs services, as needed. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|--|--|---------------------|----------|
| 15292 | Business and Industry – Real Estate Division | Michael L. Matuska | Contract | \$25,000 |
| Contract Description: | This is a new contract to impanel the contractor to the Real Estate Divisions Alternative Dispute Resolution panel. The panel will mediate disputes between parties concerning common interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association. AB 370 gives authority to the Division to create this program and impanel mediators. | | | |
| 15389 | Department of Motor Vehicles | Image Access Corporation | Contract | \$42,000 |
| Contract Description: | This is a new contract to provide end user technical support to the Kovis File 360 scanning software being currently used within the department. This includes onsite software support services, system administration support, application development support, software upgrade support and training. The Kovis File 360 Imaging System is integrally linked to the DMV Mainframe Application which required custom programming by Image Access. | | | |
| 15315 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | General Cleaning Service Corporation | Contract | \$19,560 |
| Contract Description: | This is a new contract to provide as-needed cleaning and detailing of heavy duty commercial kitchen equipment and facilities, air conditioning and ventilation systems, trash chutes, loading docks, dumpster areas, awnings and rooftop grease and oil at all existing Business Enterprises of Nevada (BEN) locations in Northern Nevada. | | | |
| 15296 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | Paul Edwin Watson | Contract | \$30,000 |
| Contract Description: | This is a new contract to develop a training class with a workbook/handout and conduct training classes to provide current and potential Business Enterprises of Nevada (BEN) site operators (OPERATOR) tools to prepare for business ownership, operations and management, business plan development and on-going consulting/coaching. | | | |
| 14483 | Department of Employment, Training and Rehabilitation – Employment Security Division | Emcor Services dba Mesa Energy Systems | Amend | \$20,000 |
| Contract Description: | This is the second amendment to the original contract which continues ongoing HVAC service works for the Department of Employment, Training and Rehabilitation facilities in Las Vegas, Nevada on an as needed basis. This amendment increases the maximum amount from \$49,500 to \$69,500 due to anticipated repair needs for the term of the contract. | | | |
| 12942 | Licensing, Boards & Commissions | Lorylynn, Ltd. | Amend | \$26,400 |
| Contract Description: | This is the second amendment to the original contract to provide Executive Director services. This amendment increases the contract amount from \$172,295 to \$198,695 to fund additional services as required by the Board. | | | |

Governor: Agenda Item No. 12 which are informational items. Ms. Teska.

Clerk: I believe there are 30 contracts that were administratively approved by the Clerk of the Board. These are contracts between \$10,000 and \$49,999. If there are any questions on any of these items.

Attorney General: I just have...

Governor: Any questions, Board members?

Attorney General: Yeah, Governor, I just have one clarification for the same reason that you identified before. The last item, which is Licensing, Boards and Commissions, that actually should be the Audiology Therapy.

Unidentified Female Speaker: Hang on.

Attorney General: And I guess in the future, for the same reason the Governor stated, we should probably clarify what Board. And my understanding, it's the Board of Examiners for Audiology and Speech Pathology.

Katie Armstrong: Yes.

Attorney General: Okay. Yes, that was -- yes, that is Audiology and, yes, we will make sure that these Agenda items are clearer in the future. Thank you.

Governor: And thank you, Madam, Attorney General, 'cause I agree that it just -- from those two Agenda items you had no idea -- or I had no idea what board and commission was going to be contracting. So, again, Ms. Teska's already said, so as we move on, we'll know specifically what board and commission is involved. Okay. Because this is an informational item, there won't be a motion with regard to those.

13. INFORMATIONAL ITEM

A. Silver State Health Insurance Exchange

Update from Deloitte Consulting, LLP. on its assessment of the Silver State Health Insurance Exchange Business Operating System functionality.

Governor: So why don't we move on then to Agenda Item No. 13, which is another informational item with regard to the Silver State Health Insurance Exchange. Do we have representatives here today from Deloitte and Xerox? All right. Before we begin, I've been -- I've just been handed a Board of Examiners' status update dated April 8, 2014 from Deloitte. Do the Board members have a copy of the same document that I have here?

Attorney General: Yes.

Secretary of State: Yes, Governor.

Governor: All right. So why don't we begin with Deloitte. And we've begun with your review of the system and we'd like to know how it's going.

Do you mind? Sorry about that.

Governor: He was going to give me his notes.

Deb Saha: For the record, I'm Deb Saha, I'm with Deloitte. And with me Kunal Shah who's the project manager for the system project, Ivy Bela, she's the functional business manager.

Governor: Good morning.

Deb Saha: Good morning.

Deb Saha: So flipping over to slide one for you, Governor. We talked about the background in the last meeting. So we are engaged in doing an assessment for the SSHIX solution. We are focusing on one thing, which is as this situation today, not looking at the past, and then going through our findings, then provide recommendation. So in the approach, as we discussed earlier, that we have six threads. We're looking at project management governance, looking at the solution functionality. On the technology piece we look at the SDLC, which is basically looking how the solution has been implemented, are being modified as well. And the infrastructure, which is the data center component. We're looking at the security aspect of it and also the call center aspect.

On the next slide, on the project approach, we have two phase approach. One is the discovery phase, which is the two weeks. And then we have analysis for the third week and the fourth week. Two weeks each. We are at the end of the discovery phase. And we have completed 19 interviews with stakeholders that includes Exchange executives, staff, Xerox project management, technical staff, brokers, carriers, infrastructure architects from the Xerox team as well as the EITS team. We collected 88 documents, reviewed 88 documents. We have...

Governor: And if I don't -- if you don't I'll interrupt you there. When you say 88 documents...

Deb Saha: That's the 88 documents that's needed for us to do the assessment. 88 documents that we gathered from the Xerox team, from the Exchange team.

Governor: 'Cause that doesn't seem like a lot of documents. Is that sufficient to accomplish your task?

Deb Saha: Yeah, we actually requested 188. Out of that we are still -- we are waiting for 28 documents that we have not got. We have not received. I think truly there are two sets of documents that are overdue. And there's one set of documents that's due on the 9th. So really from the perspective of 18 documents that we -- that's overdue, if you will, from the Xerox team. There are 88 documents we have reviewed. We actually received 160 documents, but some of the documents are unavailable. So, I'm sorry, the total set up documents that we looked at or tried to look at is 160. Some of it's unavailability from the Xerox team or the Exchange team.

Governor: And when you say it's unavailable, what does that mean?

Deb Saha: That means -- I probably would let the Xerox team respond to that, but my understanding is, you know, every company has their own way of collecting documents, building solution and documents that are necessary for building. So in some cases where we felt that document is needed perhaps was not available.

Governor: Okay. And we'll get to Xerox in sec. When you say you're waiting for 28 documents, if you don't get those documents in a timely manner, will that inhibit your ability to perform the analysis?

Deb Saha: Yes, I think we'll just have to -- that would be blank, that data.

Governor: Okay. And if we don't have those 28 documents and you're not able to complete your work, will that leave us with, at the end of the day, an incomplete answer as to what's going on if we don't have those documents?

Deb Saha: Yes, yes.

Governor: Okay. And what has been -- and I'll give Xerox a chance to talk about this. Do you know what the explanation is for why those documents haven't been provided yet?

Deb Saha: At this point I would say that they're not available because of, in some cases, they're gathering the data. And I would say that there's a lot of collaboration and cooperation from the Xerox team. The first weeks have been a little bit rough, but things are getting better. So there's been a continuous dialogue between the teams to get the data.

Governor: Okay. And before I move -- before you move on to the presentation obviously I want to see if the other Board members have any questions. But this is what I want to continue this narrative that we have to have complete cooperation for us to be done in -- not only just to finish for the sake of finishing, but to have those answers that we need so that we can have a properly constructed Health Exchange. So it's very -- I mean, I want you to be really detailed in your response with regard to the provision of the documents and the information because that is obviously the threshold issue into being able to perform a proper analysis. And the last thing I want is for you to be coming back at the end of this and said, "Well, Governor, this is what we know, but there's a big gap here because we never got the documents that we needed or the information we needed to make a proper assessment." So that's where I am. Board members, any questions from you at least on this document piece?

Secretary of State: No, Governor.

Attorney General: No.

Governor: Okay. So why don't -- what I'll ask is Deloitte go through its presentation, then we'll move over to Xerox.

Deb Saha: Sure. So on slide two as I was describe that we're done with the first two weeks, phase one of discovery. We are in the process of working with the Exchange leadership team to go through our first draft of deliverable. And we expect approval on our deliverable first one. That's called the status report after two weeks, after discovery, at the end of Friday this week. So we...

Governor: So you're three days away?

Deb Saha: Yeah, that's for just the first part.

Governor: Okay.

Deb Saha: Yeah. And the second one, which is the analysis one, which will go for a couple of weeks, including this week, that's where all the compiling of the -- of what our findings are and our recommendations are. And so we will work through in the next week when we will be ready to start working -- have a dialogue with the Exchange team. On the third week, which is the week of the 21st, that Monday, we'll start looking -- working with the Exchange team. And finally submit our final deliverable that's supposed to be approved on the 25th, that Friday.

Governor: Is it fair to say that you're behind now because you don't have all the documents that you need?

Deb Saha: Yes.

Governor: And what will it take for you to get caught up?

Deb Saha: Just as much documents -- the documents that we can get from the Xerox team.

Governor: Okay. Anything else that you wanted to provide to the Board?

Deb Saha: No. Thank you, Governor.

Governor: Any questions for the Deloitte representatives from Board members?

Secretary of State: No, Governor.

Attorney General: No.

Governor: Why don't we move over to Xerox and hear what you have to say.

David Hamilton: Governor and Board, good morning. David Hamilton, Group President for Xerox, Government Health Solutions. Again, we're pleased to be participating with Deloitte. I think our teams are working well together. I would validate the numbers from Deb and his colleagues, 188 requests, about 28 outstanding that will come down we believe to about 12 as of probably now. These documents and requests are coming in virtually daily. The oldest outstanding from 3-26. There are a few documents, I think as the Deloitte team reflects, that they would have a perspective that in building a system you would have documents one, two and three, and Xerox might have a perspective that you need one, three and four, so we may have gaps. But I think we'll either close on that disagreement or build where we can anything that Deloitte needs to support their assessment. I think as you asked us last time we were here, we're all in to support the assessment and we'll work to get these last few straggling documents in within the next 24 hours.

Governor: Okay. So are you saying that all 28 outstanding documents will be provided in the next 24 hours?

David Hamilton: There may be one or two that we'll have to build because we literally don't have them, but we'll build them expeditiously.

Governor: Okay. I mean, I'm not a technical person. When you say that you have to build them, what does that mean?

David Hamilton: It basically means that Deloitte would request a certain artifact or diagram or something that would help them in their analysis that might not have been assembled by our team, so our team would literally have to build or make it. But, again, what I would recommend is we just literally work together to say is the time spent of our mutual teams most valuable in building that artifact or is it more valuable to do some other aspect of the interrogation and the assessment? But I think we can work together as I think we have over the last several weeks and close the door on this item.

Governor: Yeah, 'cause almost is not good enough.

David Hamilton: Yep.

Governor: I mean, it's -- I can't be any more clear that it feels like what we've heard before, in terms of we're getting there, we're almost there, we're working on it. And so what I want to hear -- what I've heard you say today that all 28 outstanding documents will be provided in the next 24 hours.

David Hamilton: Mm-hmm. Correct.

Governor: And then my questions for Deloitte is, if you have all those documents in the next 24 hours, will that allow you to perform the analysis that needs to be completed in a timely manner?

Deb Saha: Yes, Governor.

Governor: Okay. All right. Questions from Board members for Xerox?

Secretary of State: No, Governor.

Attorney General: No, Governor.

Governor: 'Cause, Mr. Hamilton, what I don't want to happen is I've already had one conversation with...

David Hamilton: I understand.

Governor: ...Ms. Burns and I'm riding hard on this.

David Hamilton: Absolutely understand. As is she on board. Yep.

Governor: Okay. All right. Mr. Willden or Director Willden, I see that you're there. Do you have any observations that you wanted to share?

Mike Willden: Not specifically, Governor, other than we, HHS and I know the Exchange Board, Mr. Fisher who is out this week and Ms. DeRousse, we continue to work with Deloitte and Xerox to get the documents in hand. We have stayed in almost daily contact with the Deloitte assessment team. We're having period meetings. So, again, I feel comfortable if we get all the 28 documents that we're talking about. As we've indicated, three of them are more than ten days old, some of them are very current requests. That if we get there, that we should be able to complete the assessment.

Governor: Okay. Has the state done everything that it's supposed to do associated with these tasks?

Mike Willden: To my knowledge, yes, Governor. I believe there are no outstanding documents that the Exchange would need to provide or that DHHS would need to provide. It is my understanding that they are all requests to Xerox and Xerox needs to provide the documents.

Governor: Okay. As I said, Mr. Hamilton, it's on Xerox.

David Hamilton: Completely understand.

Governor: And, as I said, this is a very short period of time and there's a lot riding on this.

David Hamilton: Completely right.

Governor: And in the meantime, you know, we've got the enrollment period that's been extended. How is that going? I don't know if you can respond to that or if you're prepared to respond to that.

David Hamilton: Not with anything substantive. Again, the teams are mobilized. We've obviously seen a really good run up to 331. And we're seeing a little bit of that positive momentum continue. But we'll have the more final numbers for the Board meeting on Thursday.

Governor: Okay. And with the other Board members' permission, I know we don't have another Board of Examiners' meeting for another month, but I may consider having a special meeting so that we can continue to have real-time updates on how this is going, because I don't want a surprise a month from now. So I'll obviously stay in close communications with the other Board members. But is there any objection from either of you or us doing that in the future?

Attorney General: No, Governor. I would support it.

Secretary of State: No, Governor.

Governor: Okay. All right. Thank you. Any other questions? 'Cause I'm going to check in 24 hours. So I would imagine that by the close of business tomorrow that all those documents will be in.

David Hamilton: Correct.

Governor: All right. Thank you very much.

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Governor: All right. Agenda Item No. 14, are there any Board member comments?

Secretary of State: No, Governor.

Governor: Is there any public comment from Las Vegas? Any public comment from Carson City?

***15. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Move on to Agenda Item No. 15, which is adjournment. Is there a motion for adjournment?

Attorney General: Move for adjournment.

Secretary of State: Second.

Governor: Secretary of State has seconded. All in favor say aye.

Attorney General: Aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 3-0. This meeting's adjourned. Thank you, ladies and gentlemen.

Respectfully submitted,

JULIA TESKA, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

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To: Julia Teska, Clerk, Board of Examiners

From: Bryan Nix, Coordinator, Victims of Crime Program

Date: April 2, 2014

Re: Revised Policies

The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the Board of Examiners to adopt rules and regulations while NRS 217.150 requires the BOE to formulate standards for the payment of compensation to victims of crime.

The current policies were last updated and adopted by the Board in August 2009. The current revisions are largely clarification and minor changes to existing policies. All of the changes are highlighted in RED in the copy of the policies I've submitted with the final version to be adopted.

There are some changes of note including:

- Clarification that Nevada can assist Nevada residents injured in other states where our benefits provide assistance not available in the state where they were injured. (page 6)
- Clarification that the VOCP does not reimburse other agencies or programs when they provide assistance to a victim. (page 9)
- Clarification that the VOCP does not pay for long term nursing care or in-patient care. (page 34 and 48)
- Clarification of the documents acceptable for establishing residency. (page 38)

- Clarification of what types of dental care are approvable. (page 47)
- Addition of a new benefit for the payment of HIV preventive prescription treatments on sexual assault claims. (page 48)
- Changed the policy on travel reimbursement to eliminate reimbursement of mileage but allow for other travel related per diem. (page 53)
- Clarification that the VOCP can allow for the payment of COBRA payments. (page 53)
- Provide a new benefit to rural victims by paying for sexual assault testing in certain circumstances. (page 54)
- Clarify appeals process to the Board of Examiners. (page 64)

Policies

Nevada Victims of Crime Program

Nevada State Board of Examiners

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Section One. Introduction

1. Nevada Victims of Crime Program

A. The Nevada Legislature established the Victims of Crime Program “VOCP” in 1969 pursuant to NRS 217.010 to NRS 217.270 to provide compensation to victims of violent crime in Nevada. The VOCP operates under the auspices of the Nevada State Board of Examiners “BOE”, established pursuant to NRS 353.010.

B. The policy of the State of Nevada is expressed in NRS 217.010. This section provides:

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

C. VOCP Mission Statement

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

2. Scope of Nevada Victims of Crime Program

A. The Nevada VOCP assists victims who suffer injuries from violent crime. The VOCP does not assist with crimes involving property damage, or provide assistance for property loss or damage except as expressly provided for by these policies.

B. The VOCP is established to assist qualified Nevada residents, U.S. citizens, or others entitled to reside in the U.S., who sustained injuries in a crime committed in Nevada.

C. NRS 217.035 defines crimes covered by the VOCP as crimes “committed within this state”.

D. NRS 217.102 provides for assistance to Nevada residents injured by crimes outside Nevada. This section provides:

“A resident who is a victim of a crime that occurred in a state other than the State of Nevada may apply to the Board for compensation if:

- 1. The state in which the crime occurred does not have a program for compensating victims of crime for their injuries; or*
- 2. The resident is ineligible to receive compensation under the program of the other state.”*

E. The provisions of NRS 217.102 may be extended to Nevada residents injured while visiting other countries, where the country does not provide assistance to Nevada residents, comparable to the assistance offered by the VOCP for crimes committed in the State of Nevada. **The VOCP may assist Nevada residents injured in other states where Nevada provides assistance not offered by the state where they were injured.**

F. NRS 217.065 defines resident as:

“A person who is a citizen of the United States or who is lawfully entitled to reside in the United States; and

2. During the 6 weeks preceding the date of the crime was:

(a) Domiciled in this state; and

(b) Physically present in this state, except for any temporary absence.

Section Two. VOCP Policies

1. General

- A. The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the BOE to adopt rules and regulations while NRS 217.150 requires the BOE to formulate standards for the payment of compensation to victims of crime.
- B. When adopted by the BOE these policies are the rules and regulations of the Nevada Victims of Crime Program and constitute the standards for the determination of the payments of claims to or on behalf of victims of crime.
- C. These policies are intended to assist in interpreting and applying the provisions of NRS 217. They are intended to provide guidance to compensation officers in determining eligibility requirements and in paying the benefits approved by these policies.
- D. These policies are intended to provide guidance to hearings and appeals officers in deciding matters that are properly before them, and to the BOE in reviewing their decisions.
- E. These policies are intended to assist victims of crime understand the rules and regulations which guide the decisions of the Nevada VOCP and the policies which determine available benefits. They will assist the victim in insuring decisions are made pursuant to these policies.
- F. The VOCP goal is to assist eligible victims of crime and their families cope, and recover from the physical, emotional and financial impact of violent crime. These policies recognize the VOCP does this best by paying for medical and dental care, counseling, lost income, and other approved benefits as quickly as possible: when a victim needs financial support and reassurance the most. These policies encourage a responsible sense of “urgency” in making decisions and providing benefits to qualified victims, and they encourage cooperation and coordination with victim advocates, and others working to assist victims of crime throughout Nevada.

2. **VOCP Coordinator**

- A. The VOCP coordinator (or their designee) provides oversight and guidance to the Compensation Officers, and is responsible for monitoring adherence to these policies.

3. **Effective Date of Changes**

- A. The benefits levels set forth in these policies for wage loss reimbursement, funeral expenses, mental health counseling, and all other benefits, are subject to change at any time by the Board of Examiners.
- B. Unless otherwise required by law, a substantive change to eligibility requirements will be effective for applications approved on or after the effective date of the change.
- C. Except as otherwise provided by the BOE or these policies, any decrease in claim limits or claim benefit levels will be applied to all claims effective at the time the change is adopted.
- D. An effective date or date of limitation included in the express provisions of a section will apply if there is any conflict with this section.
- E. Individual exceptions to claim or benefit levels may be approved by the VOCP coordinator if necessary to avoid undue hardship to a victim or when the application of a change would violate a commitment of the VOCP to the victim, a service provider, or other person.
Exceptions granted by the VOCP coordinator shall be documented in the claim.
- F. Authorizations for benefits or other payments given by the VOCP staff may be withdrawn if given by mistake; if based on misinformation provided by any person; or if given in violation of these policies.

4. **Anti-Discrimination Policy**

- A. The VOCP will not discriminate on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, determining an individual's eligibility for VOCP benefits, hiring and firing of staff, selection of volunteers, selection or treatment of vendors, and provision of services to, and dealings with, the public.

5. **Americans with Disabilities Statement**

- A. VOCP will take all reasonable measures to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently due to the absence of auxiliary aids and services identified in the Americans with Disabilities Act.
- B. If special needs accommodations are necessary in order for any individual to obtain services from the VOCP, advance notice should be provided to the VOCP staff.

6. **Language Interpreters and Hearing Interpreters**

- A. The VOCP recognizes that communication in the face of language barriers can be difficult and frustrating. The VOCP will provide information and referral assistance to persons who may be in need of hearing or language interpretation services.
- B. The VOCP will make reasonable efforts to insure its application and other critical documents or forms are available in Spanish translation.

7. **VOCP is the Payer of Last Resort**

- A. The VOCP is the “payer of last resort.” This means that all existing resources a victim has must be utilized before the VOCP can pay any expenses. Existing resources include, but are not limited to, insurance, workers’ compensation, or civil suit settlements.
- B. These policies adopt, by reference, federal guidelines that require federal assistance programs such as: Medicaid, Veterans Administration, Indian Health Services, or Social Security, pay before VOCP pays. If VOCP pays and such benefits become available, the VOCP is entitled to be reimbursed pursuant to its subrogation lien or other provisions of law or these policies.
- C. Since the VOCP may pay approved victim claims immediately after an application is approved, resources may become available that were not available when benefits were paid to, or on behalf of the victim. In cases where a third party is determined responsible for paying for applicants injuries, after the VOCP has paid applicant claims, then the VOCP is entitled to reimbursement pursuant to its subrogation lien. If the applicant recovers from civil suit settlements, lump sum retroactive payments from social security, or other recoveries, the VOCP must be reimbursed.
- D. **The VOCP will not reimburse another agency, program or other service provider for expenses paid by their organization on behalf of an approved victim, unless the organization requests and obtains written preauthorization from the VOCP coordinator.**

8. **VOCP is Not an Entitlement Program**

- A. VOCP benefits available under these policies are paid on behalf of approved applicants, subject to restrictions that may be imposed as the BOE may determine, or as available funding may require. No legal rights to payment are conferred on an applicant when their application is approved by the VOCP other than those provided by NRS 217 or these policies.
- B. An applicant who incurs medical or other expenses related to the crime is legally responsible for those financial obligations regardless of whether those debts were incurred before or after acceptance by the VOCP. Neither the VOCP, nor the State of Nevada, is ever legally responsible for any of the bills or expenses incurred by an applicant at any time. If the application is approved by the VOCP, the applicant is still legally responsible for those

financial obligations unless, and until they are paid or the applicant is otherwise relieved of legal responsibility.

- C. Approval of an application confers no right to any payments by the VOCP. Claim approval or the approval of any benefit may be revoked or withdrawn by the VOCP at any time, where the VOCP determines that the approval was made in error or for other cause consistent with these policies. Any such revocation or withdrawal may be appealed.
- D. Decisions denying benefits are appealable for the purposes of ensuring the appealable decisions of the VOCP were correctly made pursuant to the provisions of NRS 217 and these policies, not to establish a right to, or property interest in any benefit offered by the VOCP.
- E. Previous approvals or other decisions of the VOCP do not establish precedent, or require consideration in other cases or matters. Decisions of the VOCP are appealable through the administrative appeals process and to the BOE, only when appeal rights are provided with the decision, or as otherwise required by these policies or law.
- F. The BOE is the final appeal in all VOCP matters. Decisions of the BOE are final and cannot be appealed to the District Court or State Supreme Court. This is provided for in NRS 217.117 (4) which states:

“The decision of the Board is final and not subject to judicial review.”

9. **Payments to Victims Not Reportable as Taxable Income**

- A. IRS Revenue Ruling 74-74 states awards made by the Crime Victims Compensation Board to victims of crime or to their surviving spouses or dependents are not includable in the gross income of the recipient. Therefore, the VOCP will not issue 1099-MISC forms on direct payments made to the victim, applicant or their dependents, such as lost wages and survivor benefits.
- B. If a victim receives reimbursement for medical expense that they had deducted in a prior year, they should advise their tax preparer of the amount received, and report the amount received as required by Income Tax Regulations relating to reimbursements for expenses paid in prior years. No tax form will be issue by the VOCP regarding reimbursement payments made to the victim, applicant or their dependents.

10. **Service of Documents at Last Known Address Sufficient**

- A. It is the responsibility of the applicant to notify the VOCP of any change of address. Any notice or determination or other correspondence mailed to the applicant at the address on file with the VOCP is deemed received by the applicant no later than 3 days after the date mailed by the VOCP.
- B. If service of documents or receipt by the applicant of any VOCP document is an issue on appeal the applicant will have the burden of establishing lack of notice or delivery.

10. Conflicts

- A. Employees, contractors, and vendors of the VOCP will avoid all conflicts or appearances of conflicts in matters relating to VOCP business or its affairs.
- B. Employees, contractors, and vendors will not handle documents or files, make or influence decisions of family members, friends, or associates.
- C. Employees, contractors, and vendors will disclose to the VOCP coordinator any conflicts involving applicants or claims of family members, friends, or associates to the VOCP coordinator.

11. Confidentiality

- A. NRS 217.105 provides that all victim information maintained by the VOCP is confidential and will not be made public unless otherwise provided by law or court order.
- B. The VOCP necessarily releases or discloses certain information in the execution of its responsibilities in investigating and administering the claim. For example, the VOCP will provide certain information about the applicant to police agencies, medical providers, counselors, VOCP contractors or vendors, victim advocates or attorneys, in order to request reports or other information necessary to investigate, administer, or pay claims.
- C. The VOCP may release or disclose information to auditors or investigators or others with an official need for information related to their legal duties.
- D. The VOCP may release or disclose information to employees of the state budget office, treasurer's office, VOCP contractors or other agencies as necessary to pay claims or otherwise administer a claim.
- E. The VOCP may release or disclose information to the Hearing or Appeals Officers or the BOE when a matter is appealed.
- F. Confidential information may become public as a consequence of an appeal to the BOE, which conducts its meetings, and hearings open to the public.
- G. The VOCP may be required to provide or disclose information in response to a complaint by the applicant or in order to respond to an inquiry generated by the applicant.

Section Three. VOCP Standards for Determining Compensation

1. General

- A. NRS 217.150 requires the BOE to formulate standards for determining the amount "of any compensation payable" to an approved applicant. This section states:

“The Board shall, so far as practicable, formulate standards for the uniform application of NRS 217.010 to NRS 217.270, inclusive, by the compensation officers in the determination of the amount of any compensation payable pursuant to NRS 217.010 to NRS 217.270, inclusive. The standards must take into consideration rates and amounts of compensation payable for injuries and death under other laws of this state and of the United States.”

- B. These policies formulate the standards for the uniform application of NRS 217.010 to NRS 217.270 in the determination of compensation to be paid by the VOCP.
- C. “Compensation payable to an approved applicant” as required by NRS 217.150 will consist of only those claims approved for payment by the VOCP pursuant to these policies.
- D. A claim submitted for payment by the victim or provider is an “approved claim” when all of the following occurs:
 - 1) Receipt of the claim by VOCP, with all required supporting documentation; and
 - 2) Verification that the claim is the responsibility of the applicant; and
 - 3) Verification that the claim is crime related; and
 - 4) Confirmation that the claim is for an approved benefit; and
 - 5) Review and application of appropriate fee schedule or other approved rate; and
 - 6) Approval by the compensation officer; and
 - 7) Approval by the VOCP coordinator; and
 - 8) Approval by the Administrative Services Division of the State Budget Office.
- E. New incidents, or injuries suffered during a pending claim, with the same perpetrator, will be consolidated and included under any existing open or approved claim. The compensation officer may approve medical treatment for additional injuries under the existing claim.
- F. An applicant may not accumulate additional benefits by filing additional or duplicate applications, where there are multiple incidents or ongoing claims with the same perpetrator. The compensation officer may, however, consider additional costs as a result of further or additional injuries while an approved claim is open.
- G. If the applicant suffers additional injuries from subsequent crimes, and the medical and other costs exceed the claim limit of the approved claim, the compensation officer may increase the claim limit of the existing claim, or close the existing claim and open a new claim with a new claim limit as determined by the compensation officer.

2. Estimating Revenue and Expenses

- A. NRS 217.260 (1) requires the BOE to estimate its revenue and anticipated expenses on a quarterly basis, and when anticipated expenses exceed anticipated revenue to pay claims at the same reduced rate as expenses exceed revenue. This section states, in pertinent part:

“The Board shall estimate quarterly:

- (a) *The revenue in the Fund which is available for the payment of compensation; and*
- (b) *The anticipated expenses for the next quarter.*

If the estimated expenses for the quarter exceed the available revenue, all claims paid in that quarter must be reduced in the same proportion as the expenses exceeded the revenue.”

- B. **These policies establish priorities for the payment of claims so that approved expenses do not exceed available revenues in any fiscal year quarter. When claims are paid pursuant to these policies expenses will not exceed revenues budgeted for the payment of claims.**
- C. **The application of cost containment measures, including fee schedules and claim and benefit caps are intended to maintain claim costs in a manner to avoid blanket claim reductions by a percentage of estimated expenses over revenue as provided by NRS 217.260 (1).**

3. **Claim Payment Priorities**

A. In order to effectuate the provisions of the applicable statutes, and the standards and criteria stated in these policies, the VOCP will pay approved claims according to the priorities established in this section. Claims will be categorized and paid by priority as follows:

B. Priority One Claims

- 1) Priority one claims will be paid before all other existing or known claims are paid and consist of bills for medical treatment or services provided to the applicant that were pre-approved by the compensation officer, after the claim has been approved by the VOCP. Such claims may include expenses such as: surgery to remove bullets, reparative cosmetic or dental care, prosthetic devices, or equipment such as wheelchairs.
- 2) Priority one claims will be paid upon receipt of appropriate billing documentation from the provider or vendor. Priority one claims will be paid at the rate pre-approved by the compensation officer or pursuant to VOCP fee schedules or these policies.

C. Priority Two Claims

- 1) Priority two claims will be paid after existing or known priority one claims, and consist of bills for services or for benefits provided to the applicant after the application has been approved by the VOCP. These claims consist of expenses such as mental health counseling, lost wage reimbursement, prescription medication, relocation costs and medical expenses incurred after claim approval.
- 2) Priority two claims will be paid upon receipt of appropriate billing documentation by the provider. Priority two claims will be paid at the fee schedule rate or the rates set forth by these policies.

D. Priority Three Claims

- 1) Priority three claims will be paid after existing, known, or anticipated priority one and priority two claims and will consist of bills or claims incurred by the applicant prior to claim acceptance by the VOCP. Such claims include hospital emergency room bills, ambulance charges and other medical or service charges incurred prior to claim acceptance by the VOCP.
- 2) Priority three claims may be paid after funds are reserved, but not yet paid, for known or anticipated priority one or priority two claims.
- 3) Priority three claims will be paid at the end of each fiscal year quarter as follows:
 - a) When adequate funds are available pursuant to VOCP funding and budgeting priorities, priority three approved claims will be paid at 100% of the approved amount.
 - b) When budgeted and available funding for the fiscal year quarter is insufficient to pay approved priority three claims at 100% of the approved amount, then all approved priority three claims will be paid a pro-rata share of funds available for that fiscal year quarter.
- E. A claim may be paid at any time, as determined by the VOCP regardless of its priority status. Designation of a priority status lower than another does not mean it will be paid after a claim designated with a higher priority status.

4. Financial Analysis and Counseling

- A. In order to provide the maximum financial benefit within the limits set forth in these policies, the VOCP, or its contractor, will review and analyze all victims resources including insurance, public assistance or other available benefits, and crime related debts and obligations to determine what VOCP resources will provide the most effective assistance. An analysis of all existing crime related financial impact including anticipated future financial impact will be conducted to insure resources are utilized efficiently and in the interest of the victim's maximum recovery from the financial impacts of the crime.
- B. The VOCP, or its contractor, will assist the victim with financial counseling as may be required.
- C. The VOCP contractor will analyze and restructure the crime related medical debts incurred by the victim by reviewing all medical bills and recommending payments that should be acceptable to medical providers based on workers' compensation standards, VOCP policies, known acceptable rates for service or usual and customary standards.

5. Fee Schedules

- A. These policies recognize that VOCP revenues will not always be sufficient to pay all approved claims at the approved amount, and that priorities for the payment of benefits are necessary to ensure the fair treatment of applicants and providers or vendors.

- B. These policies establish the principle that the VOCP will endeavor to provide assistance to victims in a manner that will assist them recover from injuries and trauma first; and then assist them with financial relief from crime related debt, incurred by the victim prior to claim acceptance by the VOCP.
- C. The VOCP will negotiate or compromise claims in a manner that will provide the greatest debt relief to a victim at the least cost to the VOCP.
- D. When determining the validity of medical or other provider claims, the VOCP will consider the fee schedules adopted by the State of Nevada for payment of workers compensation claims, or other insurance industry fee schedules accepted by the provider, whichever provides the greatest discount for the VOCP.
- E. The VOCP may utilize the fee schedule recommended payment or may pay a larger or smaller amount than the recommended fee schedule amount when circumstances of a particular claim may require,
- F. Where medical fee schedules are not available for a particular claim or service the VOCP will consider the usual and customary charges for such services.
- G. When pre-approving medical treatment or other services the VOCP may adjust such fees as approved by the VOCP coordinator.

Section Four. Responsibilities of Applicant

1. General

- A. When applying to the VOCP, the burden of proof for determining eligibility lies solely on the applicant. The applicant must provide clear evidence of eligibility for any and all benefits provided by the VOCP. It is not the responsibility of the VOCP to obtain documentation to substantiate claims and statements made by the applicant.
- B. The applicant is responsible for obtaining and submitting all bills, receipts and other documents required by the VOCP to evidence eligibility for payment of expenses submitted for payment.
- C. If the applicant is unable to obtain reports, bills or other documents the applicant must advise the VOCP and provide information sufficient to identify the creditor, agency or provider so the VOCP can assist the applicant in obtaining the reports, bills or other documents or information.
- D. All notices, letters or other correspondence, and direct payments to applicants will be mailed to the applicant's current address on file with the VOCP. No payments may be picked up at the VOCP offices or its contractors, or vendor's offices.

- E. The applicant must inform the VOCP of any change of address. All notices and other correspondence directed to the applicant, that may require action by the applicant, will be mailed to the address on file with the VOCP. Failure to respond to a deadline stated in a determination or other correspondence will not be excused where the failure to respond is caused, in whole or in part, by applicants' failure to report address changes to the VOCP.

2. Continuing Obligations:

- A. An applicant shall have a continuing obligation to:

- 1) provide the VOCP with current information relating to the claim;
- 2) cooperate with the VOCP in the investigation of the claim including responding promptly to all requests for further information;
- 3) notify the VOCP of any change in address;
- 4) provide information to the VOCP about any civil action anticipated or filed in connection with the crime;
- 5) exhaust all other sources of payment or reimbursement for compensable expenses, and promptly notify the VOCP of any order for payment or eligibility for payment from any other source.

3. Filing Timely Police Report

- A. To qualify for VOCP benefits an applicant must establish that a police report was filed within 5 days of the crime or within 5 days of the time when a report could reasonably have been made. NRS 217.210 (1) provides:

“Except as otherwise provided in subsection 2, an order for the payment of compensation must not be made unless the application is made within 1 year after the date of the personal injury or death on which the claim is based, unless waived by the Board of Examiners or a person designated by the Board for good cause shown, and the personal injury or death was the result of an incident or offense that was reported to the police within 5 days of its occurrence or, if the incident or offense could not reasonably have been reported within that period, within 5 days of the time when a report could reasonably have been made.”

- B. The VOCP coordinator is authorized, and designated by the BOE to approve a waiver of the late filed police report requests made by the applicant or the compensation officer. In determining reasonableness of delays in reporting the crime to law enforcement, the compensation officer may consider the following factors:

- 1) Mental or physical impairment of the victim, or
- 2) Coma or memory loss, or
- 3) Absence from the state following the crime for reasons of personal safety, or
- 4) The victim failed to comprehend or realize they were a victim of a crime, or
- 5) Justifiable fear for victims' safety, or the safety of family members, or
- 6) Justifiable fear of violent retaliation, or
- 7) Credible threat of family disruption or displacement.

4. **Cooperation with Law Enforcement**

- A. Victims are required to provide reasonable cooperation with law enforcement in the investigation of the crime or prosecution of the offender. Reasonable cooperation includes answering investigators questions truthfully and making reasonable efforts to assist in identifying the offender. NRS 217.220(1)(f) provides:

*“Compensation must not be awarded if the victim:
(f) Fails to cooperate with law enforcement agencies. Such cooperation does not require prosecution of the offender.”*

- B. Reasonable cooperation also includes making reasonable efforts to assist in the prosecution of the offender; however prosecution or conviction of the offender is not required in order to qualify for VOCP assistance. NRS 217.180(3) provides:

“An order for compensation may be made whether or not a person is prosecuted or convicted of an offense arising from the act on which the claim for compensation is based.”

- C. An application may be denied where the applicant or victim fails to provide reasonable cooperation as follows:

- 1) Refused to testify when legally served with a subpoena in a proceeding related to the prosecution of the crime;
- 2) Committed perjury relating to the crime;
- 3) Did not completely and truthfully respond to a request for information, evidence or assistance in a timely manner, unless circumstances beyond the victim’s control prevented the victim from complying.

- D. VOCP policies recognize that circumstances may exist where the victim fears for their life or safety, or the life or safety of family members, if they cooperate with law enforcement. These factors will be considered in cases where failure to cooperate with law enforcement is raised.

- E. Initial failure to cooperate may be mitigated or waived where the victim establishes the following:

- 1) Subsequent cooperation with law enforcement
- 2) Justifiable fear for victims’ safety, or the safety of family members
- 3) Justifiable fear of violent retaliation
- 4) Credible threat of family disruption or displacement

5. **Cooperation with the VOCP**

- A. The applicant must cooperate with the VOCP, its staff, and the staff of its contractors or vendors, in the verification of all information necessary to determine eligibility including verifying the information on the application and in all matters related to the claim.
 - B. The following actions establish a lack of cooperation with the VOCP and constitute grounds for denial of the application or denial of further benefits and closure of an approved, open claim:
 - 1) The applicant fails to provide information needed to process the application or the claim, that is available to the applicant, or that the applicant may reasonably obtain, and the applicant fails to provide the information after being requested, in writing, to do so.
 - 2) The applicant intentionally submitted false or misleading information or intentionally incomplete or inaccurate information.
 - 3) The applicant intentionally submitted documents that were falsified, altered, or “doctored”.
 - 4) The applicant intentionally submitted for payment bills, receipts, vouchers, or other documents that were not crime related.
 - 5) The applicant intentionally attempted to obtain benefits they knew they were not entitled to, such as lost wages during a period they were employed, or the payment of expenses not related to the crime.
 - 6) Threatening or harassing the BOE, the VOCP staff, or the staff of its contractors or vendors.
 - 7) Intentionally or knowingly disregarding the reasonable written requests or instructions from VOCP or BOE staff.
 - 8) The applicant fails to provide the VOCP with a current mailing address and mail is returned undeliverable.
 - C. For the purposes of determining applicants’ intent under these policies, the applicants’ conduct is considered intentional where the applicant knew or reasonably should have known the document, assertion, or declaration was false, and submitted it anyways.
 - D. The compensation officer may immediately deny, or close a previously accepted application, under these circumstances or in situations where the applicants’ actions impede the VOCP staff, or the staff of its contractors or vendors in the completion or prosecution of their duties.
 - E. The compensation officer may also submit the matter to the Attorney General or other officials for prosecution if the applicant knowingly submitted false claims under NRS 217.270, or violated any other provision of law.
6. **Restitution, Civil Suits, and VOCP Subrogation Lien**
- A. A judge may order restitution to the victim or to the VOCP directly. If the victim receives money from a restitution order directly, the VOCP may exercise its subrogation rights.
 - B. If an applicant files a civil suit against a perpetrator or a third party, the law requires them to notify and repay the VOCP pursuant to NRS 217.240 and these policies.

Section Five. Application for VOCP Benefits

1. General

- A. To qualify for VOCP benefits a victim must submit a completed VOCP application to the VOCP.
- B. Applications for assistance will be deemed to be complete only if:
 - 1) The applicant provides all information as directed in the application.
 - 2) The applicant signs the application as provided.
 - 3) The applicant submits, or the VOCP obtains, a valid police report or verification of the filing of the police report.
- C. For purposes of determining when the application is complete in the VOC-NET database, the police report will be considered “submitted” when it is scanned into the VOC-NET file and available for review as a file document.
- D. **In DUI cases the application is not complete until a BAC report or other evidence or verification of intoxication is submitted, if such information is not included in the original police or traffic report.**

2. Incomplete Applications

- A. Incomplete applications may be returned to the applicant for completion, or may be denied.
- B. Before an application will be considered complete, each of the following sections must be completed where applicable:
 - 1) Victim information
 - 2) Applicant information
 - 3) Residency status
 - 4) Crime information
 - 5) Crime expenses
 - 6) Prior disability information
 - 7) Prior VOCP claims
 - 8) Insurance information
 - 9) Signature of applicant
- C. Information concerning persons assisting the victim complete the application, and advocate or attorney information, is only required where applicable.
- D. The demographic and statistical sections of the application are not mandated, however, the information requested will help the VOCP identify victim demographics, and provide more complete data for reports for the BOE, Nevada Legislature, Nevada Attorney General, U.S. Department of Justice, National Association of Crime Victim Compensation Boards, law enforcement organizations, and community and local victim service organizations, who

address the needs of the victims of violent crime at the local level throughout Nevada, and others. *Answers to these questions will not affect the applicants' eligibility in any way.* Victim advocates who assist victims complete the application, and individual applicants, are encouraged to provide the demographic and statistical information requested in the application.

3. **Third - Party Applications**

- A. Victims, their dependents or next-of-kin, may submit applications for VOCP assistance. A "victim" will not include an individual or company who merely provides medical or medically related services, funeral and/or burial services, estates, or corporations. All such expenses will only be paid based upon the submission of such expenses through the particular victim or their qualified representative.

4. **Waiver of Late Application**

- A. Subsection 1 of NRS 217.210 states in part:

"Except as otherwise provided in subsection 2, an order for the payment of compensation must not be made unless the application is made within one (1) year after the date of the personal injury or death due to a crime on which the claim is based, unless waived by the board of examiners or a person designated by the board for good cause shown..."

- B. Waiver of a late-filed application means that the claim can be evaluated and processed despite the late filing. Waiver of a late application does not mean the applicant is eligible. Waiver allows the compensation officer to consider the application on its merits rather than simply deny it for being late.
- C. The following criteria will be considered in mitigation when evaluating a request for waiver:
- 1) Whether the victim was aware of VOCP
 - 2) Whether the victim was physically unable to apply
 - 3) Whether the victim was mentally unable to apply
 - 4) Length of the delay
- D. Authority to waive the 12-month deadline, when applications are submitted between 12 and 18 months of the crime, after a showing of good cause, is vested in the compensation officer.
- E. Authority to waive the deadline on claims filed after 18 months, after a showing of good cause, is vested in the VOCP coordinator.

5. **Application Signature Requirements**

- A. When an applicant files an application with the VOCP, they are subject to certain conditions imposed by law or by these policies. Benefits are available to qualified applicants who

complete the application, provide the requested information, and acknowledge and agree to the conditions imposed by law or these policies.

- B. The applicant must authorize the release of information about the victim or applicant from medical providers, police agencies and others. This requires the applicant to sign the application containing the pertinent declarations, statements, acknowledgements and releases. If the victim is a minor or incapacitated, a parent or legal guardian must sign on their behalf. If the applicant does not sign where required, or attempts to modify the statements contained therein, the application may be denied.
- C. Applicants shall provide the last four digits of their social security number to aid in identification where necessary.

6. Acknowledgement of Subrogation, Financial Eligibility and Penalties

- A. The section titled “My Promise to Repay the VOCP” reflects the provisions of NRS 217.240, which gives the State of Nevada a subrogation lien on any recoveries by the victim as a result of the crime. This applies primarily to lawsuits but could also cover restitution, insurance, social security, or other payments to victims.

My Promise to Repay the VOCP: I hereby acknowledge my legal obligation to repay the VOCP any money paid to me, or paid on my behalf, by the VOCP, if I receive any money, from any source, as a result of the crime. I hereby agree to notify the VOCP if I hire an attorney to pursue a lawsuit or if I receive any court ordered restitution or other recovery including, but not limited to, insurance payments, settlements or other benefit payments.

- B. The section titled “Certificate of Financial Eligibility” reflects the provisions of NRS 217.220 that provides for denial if payment of the bills would not present a financial hardship on the victim. The statute allows the victim to have up to one years worth of salary in savings or investments and still be eligible.

Certificate of Financial Eligibility: I hereby certify that I do not have Savings or Investments exceeding the amount of my Annual Income, and that it would be a financial hardship if I were to receive no assistance from the VOCP. I hereby authorize any insurer, financial institution, government agency, or any other person with information about me to release information about me to the VOCP.

- C. The section titled “Penalties for Providing False Information” reflects the provisions of NRS 217.270, which makes it a crime to provide false information for the purposes of obtaining benefits.

Penalties for Providing False Information: I understand that I may be imprisoned or fined for providing false or misleading, or intentionally incomplete information to the VOCP. I declare under penalty of perjury and pursuant to Nevada law that all the information I have provided is true, correct and completed to the best of my information and belief.

7. **VOCP Releases of Information**

- A. The section titled “VOCP Release of Information” reflects the policy allowing the VOCP to release information as necessary to administer the claim or the VOCP. Typical examples include releasing certain information to obtain police or medical reports and providing victims names to vendors to verify claim acceptance or denial information.

VOCP Release of Information: I hereby authorize the VOCP to release information to police agencies, medical or other service providers, my advocate, attorney, or representative concerning my application or claim as necessary to administer the VOCP or my claim. No information will be released where prohibited by law.

8. **Medical, Law Enforcement and Employment Releases**

- A. The language of the following sections reflect the provisions of NRS 217.090 and NRS 217.100 which requires the compensation officer to review the victims medical reports and police reports and, in cases of wage claims, employment information. These releases allow the compensation officer to obtain such reports.
- B. The section titled “Medical Information Release” is used by the VOCP to comply with requirements of the Health Insurance Portability and Accountability Act of 1996, and allows the VOCP to obtain medical information about the victim.

Medical Information: I hereby authorize any hospital, medical clinic, physician, dentist, mental health provider, pharmacist, or any other medical provider to release any and all information including medical reports, histories, prognosis, treatment plans, billing information and any other information relating to my medical treatment for my crime related injuries or condition, to the VOCP as required by NRS 217.100. *This Medical Authorization shall automatically expire without express revocation one year from the date below.* This release is in compliance with all HIPAA regulations.

- C. The section titled “Law Enforcement Reports” allows the VOCP to obtain investigative reports regarding the crime.

Law Enforcement Reports: I hereby authorize any police, law enforcement agency, child protective agency, or Coroners office to release any police, investigative, incident report, or coroners report related to my application to the VOCP as required by: NRS 217.110 (2)(d), NRS 217.180, NRS 217.210 (1) and NRS 217.220 (1) and (2). I understand that all such reports will remain confidential as provided by State and Federal law and NRS 217.105.

- D. Requests for Lost Wages benefits or Survivors benefits will also require the following employment release and acknowledgement, which must be signed by the victim or authorized applicant.

Employment Information: I hereby authorize my current or former employer to release any and all information concerning my employment status, including my wages, benefits, insurance, lost time or other information to the VOCP.

9. **Adult Applicants**

- A. Adult victims and applicants must sign the application. Adults who cannot sign because of physical or mental limitations may have a dependent or representative sign an application on the victim's behalf. Documentation, evidencing the applicant's legal authority to act on behalf of the victim, may be required by the compensation officer.

10. **Minor Applicants**

- A. A minor who is a victim of crime may qualify for assistance from the VOCP. NRS 217.210 provides that minors, who are the victims of sexual abuse or assault, or a victim of pornography, have until age 21 to file a claim with the VOCP.
- B. Late claims may be excused as provided in paragraph 8 above: Waiver of Late Application.
- C. Minor victims cannot file an application without parental or responsible adult authorization. An adult must sign on behalf of the minor victim. The following adults may file an application on behalf of a minor:
- 1) Parent
 - 2) Legal Guardian
 - 3) Victim Advocate
 - 4) Social Worker or Probation Officer
 - 5) Relative Caregiver
 - 6) Other Court-Approved Designees

Section Six. Police Reports

1. **Police Reports Required**

- A. An application for VOCP benefits cannot be approved unless a police report was filed. NRS 217.090 requires the compensation officer to verify certain facts contained in the reports of law enforcement agencies who investigated the crime. This section states in part:

"A compensation officer shall:
(a) Conduct an investigation to determine the eligibility of the applicant for aid, including but not limited to: ...
(3) Obtaining and reviewing reports of peace officers and statements of witnesses."

- B. The compensation officer verifies the following information from the police report:

- 1) Whether the report filed within 5 days of the crime per NRS 217. 210.
- 2) Whether the crime committed is covered by the VOCP.
- 3) Whether the applicant was a victim of that crime.
- 4) Whether the applicant was injured during the crime.
- 5) Whether the applicant participated in the crime.
- 6) Whether the applicant contributed to their injuries.
- 7) Whether the applicant cooperated with the police.

C. Police Reports must be provided to VOCP pursuant to NRS 217.110 (3). This section states:

3. If a compensation officer submits a request pursuant to subsection 2 for investigative or police reports which concern:

(a) A natural person, other than a minor, who committed a crime against the victim, a law enforcement agency shall provide the compensation officer with a copy of the requested investigative or police reports within 10 days after receipt of the request or within 10 days after the reports are completed, whichever is later.

(b) A minor who committed a crime against the victim, a juvenile court or a law enforcement agency shall provide the compensation officer with a copy of the requested investigative or police reports within 10 days after receipt of the request or within 10 days after the reports are completed, whichever is later.

4. A law enforcement agency or a juvenile court shall not redact any information, except information deemed confidential, from an investigative or police report before providing a copy of the requested report to a compensation officer pursuant to subsection 3.

5. Any reports obtained by a compensation officer pursuant to subsection 3 are confidential and must not be disclosed except upon the lawful order of a court of competent jurisdiction.

6. When additional reports are requested pursuant to subsection 2, the compensation officer shall render a decision in the case, including an order directing the payment of compensation if compensation is due, within 15 days after receipt of the reports.

- D. In order to expedite the processing of the application, applicants are encouraged to obtain and submit, along with the application, a copy of the crime report prepared by the law enforcement agency where the crime was reported. In cases where the applicant or their representative is unable to obtain a crime report, the VOCP will attempt to obtain the crime report by sending a written request for the report to the agency identified in the application.
- E. No application will be complete until the VOCP receives a copy of the crime report. The report must be a report generated by a law enforcement agency, or a voluntary statement from the victim or witness to the crime that shows evidence of receipt by the law enforcement agency. If the applicant does not provide a police report with the application, or otherwise, and the VOCP does not receive a report after 30 days after its written request, the application may be denied.
- F. The police report must be legible and sufficiently free of redactions, whiteouts, and other markings to be read and understood by the compensation officer. The report must contain

sufficient information to establish eligibility of the applicant under these policies. Reports that do not meet these criteria may be rejected and applications supported by such reports may be denied.

G. The compensation officer may request a subpoena for a police report to be issued by the hearing or appeals officer, at the discretion of the compensation officer, whether or not an appeal or hearing request has been filed. The hearing or appeals officer will issue the subpoena where the compensation officer establishes the following:

- 1) that a written request for the police report was denied, or
- 2) the request was not responded to, as verified by the compensation officer, or
- 3) the report provided is unreadable or difficult to decipher due to whiteouts, redactions or other alterations.

2. **Police Report Verification Form**

A. If a law enforcement agency is unable to release a full investigative report for any reason, it may submit a completed a "Police Report Verification" form as provided by the VOCP, in lieu of submitting an official police report. The submission of a police report verification form does not excuse the law enforcement agency from complying with NRS 217.110 by providing an official police report, if the compensation officer or a hearings or appeals officer otherwise requires an official police report.

B. The police report verification form approved by the VOCP provides the facts of the crime including:

- 1) the date of the crime and the date the crime was reported,
- 2) whether the victim participated in the commission of the crime,
- 3) whether the victim was involved in the events leading to the crime, and
- 4) whether the victim cooperated with law enforcement.

C. In cases involving DUI's, any other information that may be necessary, such as drug or alcohol test results, or police officer observations or field sobriety reports, may be provided in the Police Report Verification Form. These facts may also be verified by letter, email, or otherwise.

3. **When Police Reports are Unavailable or Not Required**

A. If a crime report is not required to be made to law enforcement, by other state or federal laws or regulations, or when a sexual assault victim submits to a forensic examination, but does not file a law enforcement report, the compensation officer may approve the claim without a crime report as long as there is sufficient documentation that a crime was committed against the applicant.

B. Where the VOCP has made a written request to the law enforcement agency identified in the application, and the law enforcement agency is unable or unwilling to provide a copy of the

official police report, the hearing officer may not remand the matter to the VOCP. The hearing officer may subpoena police reports or personnel, if it will assist the hearing officer determine whether the applicant is qualified for VOCP assistance under these policies.

- C. If the applicant appeals the denial of an application for reasons related to the adequacy or existence of a law enforcement report, they will have the burden of establishing, by official documentation, that a police report was filed and the requirements of NRS 217.210 have been met.

4. **Statements of Law Enforcement in Police Reports.**

- A. Law enforcement reports will be accepted as evidence by the hearing or appeals officer, and will not be subject to disqualification based on hearsay objections.
- B. The compensation officer will consider the following when evaluating law enforcement statements concerning applicants' cooperation, **or failure to cooperate:**
 - 1) Whether the applicant was required to cooperate under any other state or federal law or regulation
 - 2) Whether applicant demonstrates subsequent cooperation with law enforcement
 - 3) Whether applicant demonstrates justifiable fear for victims' safety, or the safety of family members
 - 4) Whether applicant demonstrates justifiable fear of violent retaliation
 - 5) Credible threat of family disruption or displacement
- C. Statements of law enforcement officers contained in their reports will be considered, and significant weight will be given to the evidence from, and conclusions of a law enforcement agency when determining whether or not a crime occurred, **or the applicant cooperated.** Evidence from the victim that contradicts, corrects or clarifies such reports will also be accepted into evidence and given full consideration.

Section Seven. Crime Types Eligible for Consideration

1. **Murder: NRS 200.010**

- A. Murder is defined under NRS 200.010 as the *"unlawful killing of a human being"*.

2. **Assault and Battery: NRS 200.471; NRS 200.481**

- A. Assault is defined under NRS 200.471 as *"intentionally placing another person in reasonable apprehension of immediate bodily harm"*.
- B. Battery is defined under NRS 200.481 as *"any willful and unlawful use of force or violence upon the person of another"*.

3. **Robbery: NRS 200.380**

A. Robbery is defined under NRS 200.380 as:

1....the unlawful taking of personal property from the person of another, or in his presence, against his will, by means of force or violence or fear of injury, immediate or future, to his person or property, or the person or property of a member of his family, or of anyone in his company at the time of the robbery.

4. **Driving Under the Influence: NRS 484.379**

A. NRS 484.379 states:

1. It is unlawful for any person who:

(a) Is under the influence of intoxicating liquor;

(b) Has a concentration of alcohol of 0.08 or more in his blood or breath; or

(c) Is found by measurement within 2 hours after driving or being in actual physical control of a vehicle to have a concentration of alcohol of 0.08 or more in his blood or breath,

to drive or be in actual physical control of a vehicle on a highway or on premises to which the public has access.

2. It is unlawful for any person who:

(a) Is under the influence of a controlled substance;

(b) Is under the combined influence of intoxicating liquor and a controlled substance;
or

(c) Inhales, ingests, applies or otherwise uses any chemical, poison or organic solvent, or any compound or combination of any of these, to a degree which renders him incapable of safely driving or exercising actual physical control of a vehicle, to drive or be in actual physical control of a vehicle on a highway or on premises to which the public has access. The fact that any person charged with a violation of this subsection is or has been entitled to use that drug under the laws of this State is not a defense against any charge of violating this subsection.

5. **Pedestrian Hit & Run: NRS 484.219: NRS 484.111**

A. A Hit & Run crime occurs when someone violates the requirements of NRS 484.219, which states:

1. The driver of any vehicle involved in an accident on a highway or on premises to which the public has access resulting in bodily injury to or the death of a person shall immediately stop his vehicle at the scene of the accident or as close thereto as possible, and shall forthwith return to and in every event shall remain at the scene of the accident until he has fulfilled the requirements of NRS 484.223.

B. A Pedestrian is defined under NRS 484.111, which states:

“Pedestrian” means a person afoot, a person in a manual or motorized wheelchair, or a person on an electric personal assistive mobility device as defined in NRS 482.029.

6. Sexual Assault or Spousal Rape: NRS 200.366

A. Sexual Assault is defined under NRS 200.366, which states:

1. A person who subjects another person to sexual penetration, or who forces another person to make a sexual penetration on himself or another, or on a beast, against the will of the victim or under conditions in which the perpetrator knows or should know that the victim is mentally or physically incapable of resisting or understanding the nature of his conduct, is guilty of sexual assault.

B. Spousal Rape is defined under NRS 200.373, which states:

It is no defense to a charge of sexual assault that the perpetrator was, at the time of the assault, married to the victim, if the assault was committed by force or by the threat of force.

7. Domestic Violence: NRS 33.018

A. Domestic Violence is defined under NRS 33.018, which states:

1. Domestic violence occurs when a person commits one of the following acts against or upon his spouse, former spouse, any other person to whom he is related by blood or marriage, a person with whom he is or was actually residing, a person with whom he has had or is having a dating relationship, a person with whom he has a child in common, the minor child of any of those persons, his minor child or any person who has been appointed the custodian or legal guardian for his minor child:

(a) A battery.

(b) An assault.

(c) Compelling the other by force or threat of force to perform an act from which he has the right to refrain or to refrain from an act which he has the right to perform.

(d) A sexual assault.

(e) A knowing, purposeful or reckless course of conduct intended to harass the other. Such conduct may include, but is not limited to:

(1) Stalking.

(2) Arson.

(3) Trespassing.

(4) Larceny.

(5) Destruction of private property.

(6) Carrying a concealed weapon without a permit.

(7) Injuring or killing an animal.

(f) A false imprisonment.

(g) Unlawful entry of the other's residence, or forcible entry against the other's will if there is a reasonably foreseeable risk of harm to the other from the entry.

2. As used in this section, “dating relationship,” means frequent, intimate associations primarily characterized by the expectation of affectional or sexual involvement. The term does not include a casual relationship or an ordinary association between persons in a business or social context.

8. **Child Abuse, Endangerment, Molestation: NRS 200.508**

A. Child Abuse and Endangerment is defined under NRS 200.508, which defines the abuser as:

1. A person who willfully causes a child who is less than 18 years of age to suffer unjustifiable physical pain or mental suffering as a result of abuse or neglect or to be placed in a situation where the child may suffer physical pain or mental suffering as the result of abuse or neglect:

B. Sexual Abuse of a minor is defined under 432B.100, which states:

“Sexual abuse” includes acts upon a child constituting:

1. Incest under NRS 201.180;
2. Lewdness with a child under NRS 201.230;
3. Sado-masochistic abuse under NRS 201.262;
4. Sexual assault under NRS 200.366;
5. Statutory sexual seduction under NRS 200.368;
6. Open or gross lewdness under NRS 201.210; and
7. Mutilation of the genitalia of a female child, aiding, abetting, encouraging or participating in the mutilation of the genitalia of a female child, or removal of a female child from this State for the purpose of mutilating the genitalia of the child under NRS 200.5083.

9. **Elder Abuse: NRS 200.5092**

A. Elder Abuse is defined under NRS 200.5092, which states:

1. “Abuse” means willful and unjustified:

(a) Infliction of pain, injury or mental anguish on an older person or a vulnerable person; or

(b) Deprivation of food, shelter, clothing or services which are necessary to maintain the physical or mental health of an older person or a vulnerable person.

2. “Exploitation” means any act taken by a person who has the trust and confidence of an older person or a vulnerable person or any use of the power of attorney or guardianship of an older person or a vulnerable person to:

(a) Obtain control, through deception, intimidation or undue influence, over the older person’s or vulnerable person’s money, assets or property with the intention of permanently depriving the older person or vulnerable person of the ownership, use, benefit or possession of his money, assets or property; or

(b) Convert money, assets or property of the older person or vulnerable person with the intention of permanently depriving the older person or vulnerable person of the ownership, use, benefit or possession of his money, assets or property.

↳ As used in this subsection, “undue influence” does not include the normal influence that one member of a family has over another.

3. “Isolation” means willfully, maliciously and intentionally preventing an older person or a vulnerable person from having contact with another person by:

(a) Intentionally preventing the older person or vulnerable person from receiving his visitors, mail or telephone calls, including, without limitation, communicating to a person who comes to visit the older person or vulnerable person or a person who telephones the older person or vulnerable person that the older person or vulnerable person is not present or does not want to meet with or talk to the visitor or caller knowing that the statement is false, contrary to the express wishes of the older person or vulnerable person and intended to prevent the older person or vulnerable person from having contact with the visitor; or

(b) Physically restraining the older person or vulnerable person to prevent the older person or vulnerable person from meeting with a person who comes to visit the older person or vulnerable person.

↳ The term does not include an act intended to protect the property or physical or mental welfare of the older person or vulnerable person or an act performed pursuant to the instructions of a physician of the older person or vulnerable person.

4. “Neglect” means the failure of:

(a) A person who has assumed legal responsibility or a contractual obligation for caring for an older person or a vulnerable person or who has voluntarily assumed responsibility for his care to provide food, shelter, clothing or services which are necessary to maintain the physical or mental health of the older person or vulnerable person; or

(b) An older person or a vulnerable person to provide for his own needs because of inability to do so.

5. “Older person” means a person who is 60 years of age or older.

10. **Pornography Involving a Minor: NRS 200.700**

A. The crime of involving a minor in pornography is defined in NRS 200.700, which makes it unlawful to produce or promote any sexual conduct or portrayal of a minor. Definitions include:

1. “Performance” means any play, film, photograph, computer-generated image, electronic representation, dance or other visual presentation.

2. “Promote” means to produce, direct, procure, manufacture, sell, give, lend, publish, distribute, exhibit, advertise or possess for the purpose of distribution.

3. “Sexual conduct” means sexual intercourse, lewd exhibition of the genitals, fellatio, cunnilingus, bestiality, anal intercourse, excretion, sado-masochistic abuse, masturbation, or the penetration of any part of a person’s body or of any object manipulated or inserted by a person into the genital or anal opening of the body of another.

4. “Sexual portrayal” means the depiction of a person in a manner which appeals to the prurient interest in sex and which does not have serious literary, artistic, political or scientific value.

11. **Human Trafficking: NRS 200.468**

A. The crime of Human Trafficking for illegal purposes is defined under NRS 200.468, which states:

1. A person shall not transport, procure transportation for or assist in the transportation of or procurement of transportation for another person into the State of Nevada whom he knows or has reason to know does not have the legal right to enter or remain in the United States with the intent to:

(a) Subject the person to involuntary servitude or any other act prohibited pursuant to NRS 200.463 or 200.465;

(b) Violate any state or federal labor law, including, without limitation, 8 U.S.C. § 1324a; or

(c) Commit any other crime which is punishable by not less than 1 year imprisonment in the state prison.

12. **Stalking: NRS 200.575**

A. The crime of Stalking is defined under NRS 200.575, which states:

1. A person who, without lawful authority, willfully or maliciously engages in a course of conduct that would cause a reasonable person to feel terrorized, frightened, intimidated or harassed, and that actually causes the victim to feel terrorized, frightened, intimidated or harassed, commits the crime of stalking.

13. **Kidnapping: NRS 200.310**

A. The crime of Kidnapping is defined under NRS 200.310, which states:

1. A person who willfully seizes, confines, inveigles, entices, decoys, abducts, conceals, kidnaps or carries away a person by any means whatsoever with the intent to hold or detain, or who holds or detains, the person for ransom, or reward, or for the purpose of committing sexual assault, extortion or robbery upon or from the person, or for the purpose of killing the person or inflicting substantial bodily harm upon him, or to exact from relatives, friends, or any other person any money or valuable thing for the return or disposition of the kidnapped person, and a person who leads, takes, entices, or carries away or detains any minor with the intent to keep, imprison, or confine him from his parents, guardians, or any other person having lawful custody of the minor, or with the intent to hold the minor to unlawful service, or perpetrate upon the person of the minor any unlawful act is guilty of kidnapping in the first degree which is a category A felony.

2. A person who willfully and without authority of law seizes, inveigles, takes, carries away or kidnaps another person with the intent to keep the person secretly imprisoned within the State, or for the purpose of conveying the person out of the State without authority of law, or in any manner held to service or detained against his will, is guilty of kidnapping in the second degree which is a category B felony.

14. **Terrorism: NRS 217.035; NRS 217.070; 18 U.S.C. § 2331(1)**

A. Acts of Terrorism as defined by 18 U.S.C. § 2331(1) include:

- (1) the term “international terrorism” means activities that—*
 - (A) involve violent acts or acts dangerous to human life that are a violation of the criminal laws of the United States or of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or of any State;*
 - (B) appear to be intended—*
 - (i) to intimidate or coerce a civilian population;*
 - (ii) to influence the policy of a government by intimidation or coercion; or*
 - (iii) to affect the conduct of a government by mass destruction, assassination, or kidnapping; and*
 - (C) occur primarily outside the territorial jurisdiction of the United States, or transcend national boundaries in terms of the means by which they are accomplished, the persons they appear intended to intimidate or coerce, or the locale in which their perpetrators operate or seek asylum;*

Section Eight. Eligibility Standards and Criteria

1. **General**

A. NRS 217.160 defines who may be approved by the VOCP. This section provides:

NRS 217.160 Persons who may be awarded compensation.

1. The compensation officer may order the payment of compensation:

- (a) To or for the benefit of the victim.*
- (b) If the victim has suffered personal injury, to any person responsible for the maintenance of the victim who has suffered pecuniary loss or incurred expenses as a result of the injury.*
- (c) If the victim dies, to or for the benefit of any one or more of the dependents of the victim.*
- (d) To a minor who is a member of the household or immediate family of a victim of a battery which constitutes domestic violence pursuant to NRS 33.018 who needs an assessment, a psychological evaluation or psychological counseling for emotional trauma suffered by the minor as a result of the battery.*
- (e) To a member of the victim’s household or immediate family for psychological counseling for emotional trauma suffered by the member as a result of the crime of murder as defined in NRS 200.010.*

B. The VOCP assists victims of crime when the victim suffers “personal injury” as defined in NRS 217.050, which includes “actual” bodily harm or “threat” of bodily harm.

C. The VOCP assists persons who are responsible for the victim, who have suffered financial loss from a victim’s injuries, such as assistance with emergency room bills, and other crime related expenses. This applies to minor victims and other victims who are not minors, but are

dependent for their care because of mental or physical incapacities or disabilities, or otherwise as approved by the compensation officer.

- D. The VOCP assists dependents of the victim who have suffered financial loss from a victim's death, such as payment of survivor benefits, crime scene cleanup, and mental health counseling.
- E. The VOCP assists minors who witness domestic violence crimes, and minors and family members of murder victims, with mental health counseling.
- F. The VOCP compensation officer will issue a written determination if the applicant qualifies for the VOCP, or does not qualify, pursuant to NRS 217.090. The determination notice will avoid reference to sensitive information or details concerning the application or crime.
- G. In order for an applicant to qualify for the VOCP, the applicant must meet eligibility criteria set forth in NRS 217 and these policies.
- H. Crimes covered by the VOCP are referred to throughout these policies with citations to Nevada law. Any such reference is not by way of limitation, unless so stated. These policies are intended to provide for victims of federal crimes similar to those described herein. Changes to, or errors in statutory citations, will not affect the application of these policies.

2. **Physical Injury Claims**

- A. A victim must suffer physical injury or death to qualify for certain benefits including payment of medical or dental bills, lost earnings or support, funeral expenses, crime scene clean up, prescription medication, and in most cases relocation expenses. NRS 217.070 (1).
- B. A physical injury or a death most likely will be documented in the Police Report. Crime related deaths are documented in the Coroners Report. Medical Reports, particularly emergency room reports, will document the victim's injuries. These documents may help the compensation officer determine if a victim qualifies for benefits, as well as the scope of the claim. To avoid delays victims are encouraged to submit these reports and other supporting documents or bills with their applications or as soon as they become available after an application has been completed and submitted.
- C. Crimes that qualify for benefits associated with a physical injury claim in Nevada are:
 - 1) Murder, NRS 217.070 (1), NRS 217.160 (e), NRS 200.010
 - 2) Assault and Battery, NRS 217.070 (1), NRS 200.471, NRS 200.481
 - 3) Robbery, NRS 200.380
 - 4) Drunk Driving, NRS 217.070 (4), NRS 484.379
 - 5) Pedestrian Hit and Run, NRS 217.070 (5), NRS 484.219
 - 6) Any other violent crime identified in these policies or the laws of the State of Nevada, where the victim suffers physical injury.

3. **Catastrophic Injury Claims**

- A. Catastrophic Injuries are those that create a total and permanent disability for the victim, such as the loss of multiple extremities, paraplegia or quadriplegia, or loss of sight in both eyes.
- B. A Catastrophic Injury claim may be approved by the VOCP coordinator for up to \$100,000 as permitted by NRS 217.200. Additional funds may be used to pay for items that directly assist the victim, such as medical care and surgeries, extended lost wages, making a home or vehicle accessible, job training and vocational rehabilitation, **temporary** home health care, or purchase of and/or training in the use of special appliances or prosthetic devices.
- C. A claim involving life-threatening injuries, where additional surgical or emergency medical care is required to save the life or when failure to receive necessary treatment will result in significant and permanent loss of an important bodily function, and where the cost of such necessary medical care exceeds the \$35,000 limit set by these policies, may be approved for additional funding up to a maximum of \$100,000 by the VOCP coordinator.
- D. When the VOCP determines that claim funding exceeding \$100,000 is required to continue benefits to a victim of catastrophic injuries the VOCP coordinator may request that a the claim limit be extended by up to an additional \$50,000, or up to a total of \$150,000, by submitting a request as set forth in NRS 217.200 (4). This section states:

“Upon approval of the Board, an additional award of not more than \$50,000 may be made to a victim. Before approving such an additional award, the Board must consider the amount of money remaining in the Fund for the Compensation of Victims of Crime created pursuant to NRS 217.260 and the particular circumstances of the victim.”

- E. **Catastrophic Injury funds are not intended for long term nursing care or in-patient type services. These policies recognize that such claims will exhaust funds intended to provide life saving care or to assist in restoring mobility and access. Any requests for in-patient, nursing home, or other long term care will not be approved by the VOCP.**

4. **Presumed or Emotional Injury Claims**

- A. Certain crimes resulting in emotional or mental injuries only, may be eligible for mental health counseling, child care, relocation, home security repair, and emergency housing or living expenses. The compensation officer does not need to find physical injury in the following crimes:
 - 1) Sexual Assault, NRS 200.366
 - 2) Domestic Violence, NRS 217.160 (d), NRS 217.220 (3), NRS 200.485
 - 3) Spousal Rape, NRS 217.050 (3), NRS 200.366, NRS 200.377
 - 4) Child Abuse, Endangerment, Molestation, NRS 217.070 (3), NRS 432B.100, NRS 200.508, NRS 201.230

- 5) Incest, NRS 201.180
- 6) Elder Abuse, NRS 217.070 (6), NRS 200.5099
- 7) Pornography Involving a Minor, NRS 217.050 (2)
- 8) Human Trafficking, NRS 217.050 (3), NRS 200.467, NRS 200.468
- 9) Stalking, NRS 200.575,
- 10) Robbery, NRS 200.380
- 11) An Act of Terrorism, NRS 217.035 (2), NRS 217.070

B. If an applicant is a victim of a crime that is ongoing such as: domestic violence and child abuse, an application does not need to be filed for each incident. A series of incidents is considered one crime for application purposes.

5. Threat of Injury Claims

A. Certain crimes or threats resulting in emotional or mental injuries only may be eligible for mental health counseling benefits through the VOCP. NRS 217.050 defines personal injury as: “actual bodily harm or threat of bodily harm which results in a need for medical treatment”.

B. A threat of physical injury includes, but is not limited to the following situations:

- 1) The victim was directly threatened with a weapon;
- 2) The victim was within sight and range or proximity of a person brandishing a weapon and reasonably felt threatened for their own safety;
- 3) The victim was directly threatened with serious bodily injury and there was a reasonable probability that:
- 4) The threat would be carried out; and
- 5) Physical injury would result if the threat were carried out.

C. Crimes that may qualify under threat of injury include:

- 1) Robbery, NRS 200.380
- 2) Kidnapping, NRS 200.320
- 3) Involuntary servitude, NRS 200.463
- 4) Trafficking in persons, NRS 200.467, NRS 200.468
- 5) Stalking, NRS 200.575,

6. Children’s Claims in Domestic Violence Cases

A. A minor is presumed to have sustained an injury as a result of a domestic violence crime if the child witnessed a domestic violence crime. This presumption qualifies the victim for mental health counseling benefits as provided by these policies.

B. The children of parties involved in domestic violence and assault, that are exposed to domestic violence, are entitled to independent VOCP claims and benefits, whether or not their parents file claims or have claims approved or denied.

- C. A minor witnessed a domestic violence crime if the minor saw or heard an act constituting a domestic violence crime. NRS 217.160 provides:

“Persons who may be awarded compensation.

1. The compensation officer may order the payment of compensation:

(d) To a minor who is a member of the household or immediate family of a victim of a battery which constitutes domestic violence pursuant to NRS 33.018 who needs an assessment, a psychological evaluation or psychological counseling for emotional trauma suffered by the minor as a result of the battery.”

7. **Vehicle-Related Crimes**

- A. Most vehicle-related crimes are not covered by the VOCP. Injuries from accidents caused by speeding, reckless or careless driving, and similar crimes are outside the scope of VOCP coverage. NRS 217.220 prohibits acceptance of motor vehicle accident injuries except in limited circumstances. NRS 217.220 provides:

“Award of compensation prohibited under certain circumstances; exceptions.

1. Except as otherwise provided in subsections 2 and 3, compensation must not be awarded if the victim:

(a) Was injured or killed as a result of the operation of a motor vehicle, boat or airplane unless the vehicle, boat or airplane was used as a weapon in a deliberate attempt to harm the victim or unless the driver of the vehicle injured a pedestrian, violated any of the provisions of NRS 484.379 or the use of the vehicle was punishable pursuant to NRS 484.3795 or NRS 484.37955”.

- B. The BOE acknowledges the misplaced comma after the word pedestrian, in Section 1(a), may be read to allow claims where the driver injured a pedestrian even if the driver was not intoxicated or did not leave the scene, as required in NRS 217.070. The BOE rejects this interpretation and declares that until the Legislature acts to correct this grammatical error, the intent of this section is to assist victims of intoxicated drivers as otherwise provided in this section.
- C. The following vehicle crimes qualify for the VOCP:
- 1) Injury or death intentionally inflicted through the use of: a motor vehicle, aircraft, or a water vehicle. NRS 217.220 (1) a)
 - 2) Pedestrian injury or death caused by Hit and Run, NRS 217.070 (5). NRS 484.219
 - 3) Injuries caused by someone driving under the influence (DUI). NRS 217.070 (4), NRS 484.379
 - 4) Vehicular Manslaughter. NRS 484.3775, NRS 217.220 (1) (a)

8. **DUI Crimes**

- A. The compensation officer, when evaluating an application for a case involving DUI, will consider any of the following as evidence in support of an application:

- 1) Blood alcohol content report,
- 2) Blood test for drugs,
- 3) Breath test report,
- 4) Evidence that driver failed roadside tests,
- 5) Acceptance of case for prosecution for DUI,
- 6) Other credible evidence including statements from officers investigating the crime that indicate the driver was driving under the influence of alcohol.

9. **Ineligible Crimes**

- A. A crime, which does not result in physical injury, threat of injury, presumed injury, or death to the victim.
- B. Crimes that involve only property loss or damage.
- C. **A crime that occurs in the workplace and is covered by workers compensation.**
- D. Traffic crimes.
- E. Other ineligible crimes include fraud, theft, Identity theft, computer and web related crimes, property damage, trespass and vandalism.

10. **Prison or Jail Victims**

- A. Individuals who are incarcerated at the time of their injury or death are not eligible for compensation by the VOCP pursuant to NRS 217.220 (1) (d).

11. **Residency and Citizenship Requirements**

- A. Nevada law requires that applicants must be legally entitled to reside in the United States as a condition of acceptance by the VOCP. NRS 217.220 provides:

“1. Except as otherwise provided in subsections 2 and 3, compensation must not be awarded if the victim:

(b) Was not a citizen of the United States or was not lawfully entitled to reside in the United States at the time the incident upon which the claim is based occurred or he is unable to provide proof that he was a citizen of the United States or was lawfully entitled to reside in the United States at that time”.

- C. **The following documents will be accepted as proof of residency from victims who were not born in the United States:**
 - 1) **Unexpired Permanent Resident Card**
 - 2) **Unexpired Temporary Resident Card**
 - 3) **Valid, unexpired US Passport**
 - 4) **Resident Alien Card or I-551 Receipt**
 - 5) **Valid, unexpired Foreign Passport stamped “Processed for I-551”**

- 6) Unexpired Employment Authorization document
- 7) Unexpired Student Visa that permits residency in the US for a specific period

D. Applications received from foreign visitors, tourists, and people living in Nevada without valid, unexpired legal documentation will be denied.

12. Financial Eligibility Standards

A. An application may be denied if the victim will not incur a serious financial hardship without VOCP assistance. In determining if a hardship exists the VOCP allows the victim to have up to one year's earnings in savings or investments, plus the equity in a home and automobile, and still be financially eligible. NRS 217.220 (4) provides:

“The compensation officer may deny an award if he determines that the applicant will not suffer serious financial hardship. In determining whether an applicant will suffer serious financial hardship, the compensation officer shall not consider:

- (a) The value of the victim's dwelling;*
- (b) The value of one motor vehicle owned by the victim; or*
- (c) The savings and investments of the victim up to an amount equal to the victim's annual salary.”*

B. These policies recognize that few if any victims of violent crime have savings and assets equivalent to those set forth in this section of the law. These policies also establish an “institutional philosophy” that all victims deserve to be treated equally and deserve to be made whole regardless of their position in life.

C. The VOCP does not require income, budget or other financial documentation to determine financial eligibility. This issue is addressed by having the victim sign a certification of eligibility, with the application, that the victim meets the criteria set forth in NRS 217.220.

D. This certification supplants any requirement that an applicant provide detailed financial information to VOCP to establish “financial hardship”. It does not diminish the requirement that crime related resources, such as civil law suit proceeds, be used to reimburse the VOCP.

Section Nine. Limitations on Compensation

1. Contribution: General Considerations

A. To the extent the victim's acts or conduct provoked or contributed to the victim's injuries, the VOCP may deny the award to the applicant.

B. To qualify for VOCP benefits, the applicant must not have participated in the crime that led to the victimization. A victim participated and is not eligible if they are a “coconspirator, codefendant, or accomplice ” in the crime, or if they are an adult passenger of a DUI driver.

NRS 217.220 Award of compensation prohibited under certain circumstances;

- 1. Except as otherwise provided in subsections 2 and 3, compensation must not be*

awarded if the victim: ...

(c) Was a coconspirator, codefendant, accomplice or adult passenger of the offender whose crime caused the victim's injuries:

C. Claims may be denied where the victim was engaged in illegal activities, or was committing a crime under Nevada law at the time of their injuries.

2. **Contributory Conduct Considerations**

A. A victim who is involved in the events leading to the crime may not be eligible for VOCP benefits if the behavior of the victim contributed to the victim's injuries.

B. Sec. 2. NRS 217.180 provides:

1. Except as otherwise provided in subsection 2, in determining whether to make an order for compensation, the compensation officer shall consider the provocation, consent or any other behavior of the victim that directly or indirectly contributed to his injury or death, the prior case or social history, if any, of the victim, the need of the victim or his dependents for financial aid and other relevant matters.

2. If the case involves a victim of domestic violence or sexual assault, the compensation officer shall not consider the provocation, consent or any other behavior of the victim that directly or indirectly contributed to his injury or death.

C. Definition of contributory conduct:

Contributory conduct is intentional conduct, willingly and knowingly engaged in by the victim that is both a direct cause, and a proximate cause, of the victim's injuries.

D. Applications will not be denied based on contributory conduct where:

- 1) The victim is a victim of sexual assault;
- 2) The victim is a victim of domestic violence;
- 3) The victim acts in self defense or defense of others;
- 4) The victim acts are attributable to reasonable efforts by the victim to aid a crime victim, to prevent a crime from occurring in his presence, or to apprehend a person who has committed a crime in his presence.

E. If an application is denied for issues related to contributory conduct and the applicant appeals the denial, the applicant will have the burden of establishing that their conduct meets the standards and criteria set forth in these policies. The VOCP will not be required to establish an applicant's behavior did not meet the standards established by these policies.

F. To qualify for benefits associated with physical injury claims an applicant must not act in a way that caused or contributed to their injury. The contributory conduct must be the "proximate cause" of the injury to disqualify an applicant from acceptance by the VOCP. Such conduct may be determined by the victim's actions immediately before or during the crime.

G. Applications for assistance may be denied in whole or in part if the victim suffered physical injury from:

- 1) crimes in which the victim deliberately provoked the offender by means of fighting words, "road rage", racial pejoratives or other taunting, or by threats coupled with overt actions indicating the victim's intent to carry out the threat;
- 2) crimes in which the victim initiated or significantly escalated a physical altercation with the offender;
- 3) crimes constituting acts of retaliation or retribution for a crime or crimes previously committed by the victim;
- 4) crimes committed during the course of an illegal drug transaction in which the victim was a knowing and willing participant;
- 5) crimes in which the victim's felony criminal record, coupled with the circumstances of the crime, lead to the reasonable inference that the crime for which the applicant seeks compensation was directly caused or provoked by the victim's criminal history.

3. **Mitigating Factors**

A. Contributory conduct may be mitigated or excused in some circumstances. In cases where contributory conduct has been raised, the following mitigating factors may be considered:

- 1) The victim is a victim of presumed or threat of injury crimes.
- 2) The victim suffered an injury that was significantly more serious than reasonably could have been expected from their involvement in the events leading to the crime. For example: victim agrees to a fistfight and is shot, or uses a racial pejorative and is stabbed.
- 3) Another person involved in the events leading to the crime escalated their conduct in a manner not reasonably foreseeable by the victim.
- 4) A third party interfered in a manner not reasonably foreseeable by the victim.

4. **Drug and Alcohol Intoxication Issues**

- A. Alcohol or drug Intoxication is not a basis for the denial of benefits under these policies.
- B. Alcohol or drug intoxication may affect a victim's memory and credibility concerning the events leading to and involving the crime.
- C. In some situations alcohol or drug intoxication may undermine apparent consent, such as in cases involving "date rape" drugs.
- D. These policies establish that drug or alcohol intoxication will not support a finding of consent and may be a mitigating factor in sexual assault and domestic violence cases.

5. **Limited Claim Acceptance**

- A. Where there are contributory conduct issues that suggest denial, and mitigating factors that may reduce applicants' culpability only partially, the compensation officer may approve the claim for limited benefits, such as paying medical bills, but not lost wages or prescription medication benefits.

6. **Prior Case or Social History**

- A. NRS 217.180(1) requires the compensation officer to consider whether the victim has prior VOCP applications or claims. A claim may be denied or benefits may be limited where the victim has filed previous or multiple claims or has a social history of crime or gang involvement. NRS 217.180(1) provides:

“In determining whether to make an order for compensation, the compensation officer shall consider the provocation, consent or any other behavior of the victim which directly or indirectly contributed to his injury or death, the prior case or social history, if any, of the victim, the need of the victim or his dependents for financial aid and other relevant matters.”

- B. An applicant will not be denied compensation because of the applicant's or the victim's familial relationship with the offender or because of the sharing of a residence by the victim or applicant and the offender.
- C. The compensation officer may consider the victims social history, including their criminal history and criminal or gang affiliations.
- D. Claims may be denied where the circumstances of the crime are related to gang or criminal activity involving the victim, or where the victims' background is consistent with the criminal activity leading to victims' injuries.

Section Ten. Claim Limits and Payment Policies

1. **General**

- A. The VOCP pays or reimburses victims for a variety of crime related expenses including medical, counseling, funeral, lost earnings, prescription medication, relocation and other crime related costs pursuant to NRS 217.200. This section provides:

“Payment of compensation for expenses and losses; certificate for meritorious citizen's service; limitations.

- 1. The compensation officer may order the payment of compensation ... to a victim for:*
(a) Medical expenses, expenses for psychological counseling and nonmedical remedial care and treatment rendered in accordance with a religious method of healing, that are actually and reasonably incurred as a result of the personal injury or death of the victim;

- (b) Loss of earnings or support that is reasonably incurred as a result of the total or partial incapacity of the victim for not longer than 52 weeks;*
- (c) Pecuniary loss to the dependents of a deceased victim;*
- (d) Funeral expenses that are actually and reasonably incurred as a result of the death of the victim; and*
- (e) Another loss which results from the personal injury or death of the victim and which the compensation officer determines to be reasonable.*

2. The compensation officer may order the payment of compensation for a person who pays the funeral expenses of a victim.

3. An award must not be made for more than \$100,000.”

- B. The VOCP may reimburse applicants for specified expenses incurred as a result of the crime, which are not reimbursed by other sources. **Requests for reimbursement must be accompanied by verifiable receipts. Handwritten receipts for compensable expenses may be denied without corroborating evidence of payment.**
- C. Medical expenses incurred by a deceased victim may be considered for reimbursement only in cases where the applicant has incurred a legal obligation for payment as a relative or dependent of the victim as defined in NRS 217.060 to include:
 - 1) A spouse, parent, grandparent or stepparent;
 - 2) A natural born, step or adopted child;
 - 3) A grandchild, brother, sister, half brother or half sister; or
 - 4) A parent of a spouse.
- D. The VOCP does not reimburse expenses or pay for property loss or pain and suffering. There is no cash payment, award or settlement.
- E. When expenses are submitted for payment, the VOCP will verify that the treatment or service was necessary as a result of the crime, and that it is payable under these policies.
- F. To detect and prevent possible billing errors or fraud, the applicant may be required to verify that treatments or services were received as billed, before payment to the provider is made. Payment may be denied where the VOCP is unable to verify service delivery.
- G. **The VOCP does not pay foreign providers. If a victim obtains crime related treatment or services in a foreign country, those expenses will be considered discretionary benefits and subject to review and approval by the VOCP coordinator.**

2. **Claim and Benefit Limits**

- A. Section 3 of NRS 217.200 provides a limit on the Board of Examiner’s authority to approve benefit payments exceeding \$100,000 per approved claim, or up to an additional \$50,000 upon specific approval by the BOE.

- B. The claim limit established by these policies is \$35,000 per approved claim, except in cases of catastrophic injuries, where limits may be extended up to \$100,000 per claim upon approval of the VOCP coordinator, or up to an additional \$50,000 per claim, for a total of \$150,000 per claim upon approval of the BOE.
- C. The BOE may set the claim limit at any amount up to \$100,000 pursuant to authority granted in NRS 217.150. This section states in part:

“The Board shall, so far as practicable, formulate standards... in the determination of the amount of any compensation payable pursuant to NRS 217.010 to 217.270, inclusive.”

- D. Section 3 and 4 of NRS 217.200 provides for limits on claims:

3. Except as otherwise provided in subsection 4, an award must not be made for more than \$100,000.

4. Upon approval of the Board, an additional award of not more than \$50,000 may be made to a victim. Before approving such an additional award, the Board must consider the amount of money remaining in the Fund for the Compensation of Victims of Crime created pursuant to NRS 217.260 and the particular circumstances of the victim.

- E. The amount of compensation that is payable per approved claim is determined by the BOE after consideration of factors which include an evaluation of resources available to the VOCP and demands for services offered by the VOCP in the state. The BOE also considers the type and amount of compensation payable in other states.
- F. The claim limit is the total amount the VOCP can pay per approved claim, regardless of applicants' expenses or the number, or type of benefits approved by the VOCP.

For example, an applicant may be approved for lost wage benefits up to \$18,000, prescription medication reimbursement up to \$6,000, counseling up to \$5,000 and payment of hospital bills up to \$35,000. If the VOCP pays \$9,000 in lost wage reimbursement, \$3,000 for prescription medication, and \$3,000 for counseling the remaining amount for the hospital is \$20,000. The applicant may have hospital bills totaling \$30,000, but since the claim limit is capped at \$35,000 and \$15,000 has been paid, or reserved for other benefit payments, the hospital would only receive up to \$20,000. If the hospital accepts the payment of the lesser amount, the entire bill is deemed paid in full by NRS 217.245, and the applicant is relieved of any further legal obligation for that debt.

- G. The VOCP pays a variety of “benefits” on approved claims. Most benefits are defined and limited by these policies. These limits are a cap on expenditures in a specific benefit category, not a guarantee or right to such a benefit payment. Any benefit levels provided for in these policies may be adjusted from time to time as the BOE determines.
- H. A hearings or appeals officer may not order the compensation officer to pay any claim or benefit that exceeds the limits set by these policies.

- I. The VOCP coordinator is authorized to approve payments that exceed the approved medical fee schedules or claim benefit levels when such approval is necessary:
 - 1) In emergencies, or
 - 2) As necessary to address unforeseen circumstances, or
 - 3) As required to meet a commitment by the VOCP to a medical or other provider or vendor, or
 - 4) For good cause as determined by the VOCP coordinator.
- J. Such approvals must be documented in the VOCP file.
- K. The VOCP may reimburse applicants for specified expenses incurred as a result of the crime, which are not reimbursed by other sources. When expenses are submitted, staff will verify that the treatment or service was necessary as a result of the crime and that it is covered by the VOCP.

3. Verification Process

- A. Prior to the compensation officer approval of any single direct payment of \$1,000 or more, to an individual who is not the applicant, or an established vendor in the VOCP claims management system, such as for reimbursement of funeral expenses, a staff member, other than the compensation officer, will contact the originating source of the receipt for reimbursable expenses, to confirm the provision of and payment for the services provided to the victim. The verifying party will document this secondary confirmation in the claim file.
- B. Prior to the compensation officer approval of any single direct payment of \$1,000 or more to the applicant, such as for reimbursement of lost wages, funeral, relocation or crime scene cleanup expenses, a staff member, other than the compensation officer, will contact the originating source of the receipt for reimbursable expenses, to confirm the provision of and payment for the services provided to the victim. The verifying party will document this secondary confirmation in the claim file.

4. Medical Bill Review

- A. VOCP policies establish maximum rates and service limitations for all compensation benefits. Medical, hospital, dental and other bills are reviewed by VOCP's contracted bill review company, and reduced to established medical fee schedules, primarily Nevada workers compensation fee schedule. Other discounts may be applied, and usual and customary rates for specific treatments may be used.
- B. When adequate funding is available, bills are paid according to these fee schedule recommendations. When funding is less than the total of bills approved each fiscal quarter then the bills are paid at a reduced percentage of fee schedule amount, based on available funding.

5. **Applicant or Provider Not Authorized to Obligate VOCP**

- A. An applicant is never authorized to obtain medical or other services or products, including prescription drugs, with the expectation that such services will be paid for by the VOCP, without express, written authorization by the compensation officer.
- B. A medical or other provider or vendor is never authorized to provide a service or product to an applicant with the expectation that such services or product will be paid for by the VOCP, without express, written authorization by the compensation officer.

6. **Pre-Approval Required to Assure Payment**

- A. Written pre-approval is required before any medical treatment or other service, will be assured approval and payment by the VOCP.
- B. Pre-approval for payment of any claim is valid for sixty days (60) from the date authorized, unless a different time is stated in the authorization. If a medical or other service is pre-approved, the compensation officer will document their authorization in the claim file.
- C. Failure of the applicant or the medical provider to obtain pre-approval from the compensation officer may result in the denial of payment of the claim, if funds are not available under the claim, or if claim funds have been pre-authorized or committed to other purposes.
- D. **Requests for pre-approval of treatment must identify by CPT or ADA codes the specific treatment that is planned. Pre-approval will not be given for undefined treatment. The VOCP will not pre-approve Physical Therapy, Chiropractic or Counseling providers for a specific number of visits. Available benefits are limited by amount, so pre-approval by number of visits cannot be accommodated.**

E. Claims for services provided to the victim prior to application approval, such as hospital emergency room bills, are paid at the end of each fiscal year quarter, and may be discounted below fee schedule as otherwise provided in these policies. Any medical or other provider, or any other person who accepts payment from VOCP, even significantly discounted or reduced payments, accepts the reduced rate as “payment in full” for the treatment or services provided to the victim as provided by NRS 217.245. The medical or other service provider or any other person cannot collect unpaid balances from the victim or the VOCP.

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7. **Reimbursement to Applicants Limited to Fee Schedule**

- A. Applicants may be reimbursed up to the fee schedule amount, or the amount determined by the VOCP to be “usual and customary, for any crime related medical or other bill approved for reimbursement by the VOCP.
- B. Approved applicants should not pay medical bills themselves in expectation of full reimbursement; since the VOCP may reimburse the applicant up to the fee schedule rate

only. The fee schedule rate is usually significantly less than the billed amount paid by the applicant.

8. Pre-existing Conditions are not payable by the VOCP

- A. Requests for the payment of treatment for needs that existed prior to the crime will be denied by the compensation officer, and will not be accepted as a part of the victim's claim. For example, requests for the VOCP to pay for prescriptions that the applicant had been receiving prior to the crime will be denied.

9. Second Opinions and Independent Medical Exams

- A. The VOCP retains the right to require an applicant to obtain a second opinion or IME from a medical provider chosen by the VOCP, before agreeing to pay any medical claim or medically prescribed treatment, prescriptions, medical device or other costs, or further medical benefits.
- B. If the applicant fails to cooperate with a request for a second opinion, the claim may be closed, and further benefits denied.
- C. All expenses associated with a VOCP required second opinion or IME will be paid from the victim's claim as a medical expense.

10. Co-Pays and Deductibles

- A. In cases where the victim is covered by insurance, and is liable for co-pays or deductibles, the compensation officer will determine whether the treatment was a direct result of the crime and authorize payments for co-pays or deductibles up to the maximum allowed pursuant to the applicable fee schedule rate or these policies.
- B. If the co-payment or balance due on any bill exceeds \$1,000, VOCP's contractor will review the original bill to VOCP bill review standards. If the amount already paid by the insurer is more than the VOCP would have paid, the Compensation Officer will pay 10% of the co-payment or balance due to satisfy the debt. If the amount paid by the insurer is less than the VOCP would have paid, the Compensation Officer will pay the co-payment or balance due in full, or will pay the amount the VOCP would have paid less any payment made by the insurer, whichever is less.

Section Eleven. Available Benefits

1. Medical and Dental Care

- A. The VOCP can assist the victim pay medical and dental expenses that have been incurred as a direct result of the crime up to a maximum of \$35,000, upon receipt of an itemized statement from the provider for all medical or dental expenses incurred, including the business address, telephone number and federal taxpayer identification number.

- B. The VOCP will only pay for medical treatment or other goods or services that are related to, and necessitated by the crime for which the application was approved. If the applicant is receiving treatment for a preexisting injury or condition at the time of the crime, and the injury or condition is aggravated by the crime, the VOCP will pay only the portion of the treatment related to the aggravation. For instance if the treatment is 50% crime related and 50% necessitated by the preexisting condition, the VOCP will pay 50% of the cost of continued treatment.
- C. Except in cases of emergency or medical necessity, once an application has been approved by the VOCP, pre-approval may be required before any surgical treatment or other medical or dental care will be approved for payment by the VOCP. If approved, the compensation officer must document their authorization in the claim file. Failure of the applicant or the medical provider to obtain pre-approval from the compensation officer may result in the denial of payment of the claim.
- D. **Dental implants will only be approved if deemed medically necessary. Cosmetic dental treatments, such as veneers and teeth whitening, will not be covered.**
- E. **Only Dental treatment initiated within 6 months of the date of crime will be considered. Dental treatment that occurs more than 1 year after the crime will not be covered.**
- F. **Cosmetic medical treatments, such as breast implants and rhinoplasty, will only be approved if deemed medically necessary.**
- G. **The compensation officer may approve payment for Sexual Assault exams in rural counties where funding for such testing is unavailable.**

2. **Chiropractic Treatment and Physical Therapy**

- A. Any chiropractic medical intervention, including physical therapy, prescribed on a claim is limited to a maximum of \$5,000. The VOCP will consider the payment of these bills upon receipt of an itemized statement from the provider for all chiropractic treatment and/or physical therapy provided, including the business address, telephone number and federal taxpayer identification number of the provider.

3. **Ambulance or Medical Transport**

- A. Ambulance services will be paid at 75% of the billed amount, upon receipt of an itemized statement from the provider, including the business address, telephone number and federal taxpayer identification number.

4. **Surgical Implants**

- A. Surgical implants will be paid on a cost basis only, upon receipt of an itemized statement and invoice, including the business address, telephone number and federal taxpayer identification number.

5. **Prescription Medication Benefits**

- A. The VOCP may reimburse applicant for prescription medications prescribed for up to 6 months after the crime. The VOCP may reimburse up to a maximum of \$6,000 for prescription medication during this time. The applicant may be required to provide medical documentation that the prescription medication is crime related and medically necessary.
- B. These limits may be extended if the victim undergoes VOCP approved surgery or other major medical procedures, necessitated by complications from previous medical care, or medical care follow up, such as removal of bullets or reparative cosmetic or dental surgery. Requests for extensions may only be approved by the VOCP coordinator upon application of the compensation officer supported by medical documentation.
- C. **The VOCP may pay for medically recommended HIV preventive prescription treatments on sexual assault claims, subject to benefit limits.**

6. **Counseling and Mental Health Services**

- A. Mental Health counseling benefits are available for all approved claims involving physical, emotional and presumed injuries. The VOCP may pay up to \$5,000 for mental health counseling where required as a direct result of the crime, upon receipt of an itemized statement from the provider, including the business address, telephone number and federal taxpayer identification number.
- B. Hourly fees for professional counseling and drug or alcohol treatment or therapy services will be based on the following schedule. Other disciplines not listed will be paid at the rates closest to their level of credentials listed here:
 - 1) Psychiatrist (MD) \$125.00
 - 2) Psychologist (PHD) \$100.00
 - 3) Licensed Marriage/Family Therapist (LM/FT) \$ 90.00
 - 4) Licensed Clinical Social Worker (LCSW), \$ 90.00
 - 5) Licensed Group Therapy \$ 50.00
 - 6) Certified Intern \$ 50.00
- C. An applicant requesting mental health counseling may be required to establish, through appropriate documentation, the need for medical or psychological treatment pursuant to the provisions of NRS 217.050, before payments are approved.
- D. The medical or counseling provider may be required to provide treatment plans and progress reports as may be necessary to verify the need for mental health counseling, treatment or therapy, and that such treatment is related to the crime.
- E. **No payments shall be approved for in-patient admission to a psychiatric hospital or residential treatment facility.**

7. **Work Interruption Claims**

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

8. **Lost Wage Reimbursement Claims**

- A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:
 - 1) The applicant provides a disability statement from their treating physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;
 - 2) The disability statement specifies the nature and length of the physical disability, and;
 - 3) The victim did not work during the disability period, and
 - 4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or
 - 5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.
 - 6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.
- B. Loss of earnings may be paid at up to 100% of the victim's take home pay, up to a maximum of \$350 per week, not to exceed 52 weeks, or up to a maximum of \$18,200.
- C. Lost wages will only be paid to the victim or the surviving dependents of a deceased victim. Family members, relatives or dependents are not entitled to lost wage reimbursement benefits of a living victim who may be entitled to lost wages.
- D. Lost wage claims may not be paid where applicant is entitled to workers compensation or other disability payments, whether or not the applicant has applied for, or is receiving such benefits.
- E. A self-employed applicant must submit the following documentation:

- 1) Copies of tax returns for the two years preceding the crime injuries.
- 2) Copies of business licenses, permits, or other documentation of self-employed status and income.

F. Lost wage or income benefits are intended to assist applicants with living expenses during a period of disability, not as a replacement for all lost wages or lost income.

G. Retroactive lost wage reimbursement will not be made for more than 12 weeks of documented back pay. For example if an applicant applies for VOCP assistance 6 months after the crime, and is still disabled at the time of filing the application, they would be eligible for 12 weeks of back pay, plus current lost earnings from the date of the application, for up to 40 additional weeks. If the applicant is no longer disabled when they apply to the VOCP, they would be eligible for up to 12 weeks back wages only.

H. All wage or lost income claims must be supported by a minimum of two forms of documentation evidencing the lost income. Claims for wages earned “under the table” i.e.: without documentation as required by these policies, will not be accepted.

I. Evidence of loss of income may include:

- 1) Copies of wage check stubs for periods immediately preceding the date of the crime
- 2) Copies of federal income tax returns filed by the victim or applicant for the tax year immediately preceding the date of the crime or during the year of the crime
- 3) A Statement of Wages or Income as used to file with federal or taxing authorities such as a W-2 IRS form actually filed with the taxing authorities
- 4) A statement signed by the employer on a form approved by the VOCP, attesting to the payment of wages or income to the victim. The statement must include the name, telephone number and address of the employer or person who paid or would have paid the wages or income, and must be subject to verification by the VOCP. Unverified statements may be rejected and claims supported by them denied.

J. A statement of disability must be signed by the treating physician or by a physician who has examined the victim, and include information concerning the diagnosis, the extent and expected duration of disability, and certification that the disability resulted directly from the crime.

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

9. **Survivor Benefits**

A. Loss of income or support payments may be paid to qualified dependents of a deceased victim, who was employed at the time of the crime.

B. Approved support will only be paid directly to a dependant of the victim as described in NRS 217.040. This section states:

“Dependent” means the relatives of a deceased or injured victim who were wholly or partially dependent upon his income at the time of his death or injury.

C. Evidence of loss of income may include:

- 1) Copies of wage check stubs of the victim for periods immediately preceding the date of the crime
- 2) Copies of federal income tax returns filed by the victim or applicant for the tax year immediately preceding the date of the crime or during the year of the crime. **IRS transcripts may be required.**
- 3) A Statement of Wages or Income of the victim as used to file with federal or taxing authorities such as a W-2 IRS form actually filed with the taxing authorities
- 4) A statement signed by the employer of the victim attesting to the payment of wages or income to the victim, which includes the name, telephone number and address of the employer, or person who paid or would have paid the wages or income, and must be subject to verification by the VOCP.
- 5) Unverified statements may be rejected and claims supported by them denied.

D. Loss of support may be paid at up to 100% of the victim’s take home pay, up to a maximum of \$350 per week, not to exceed 52 weeks, or up to a maximum of \$18,200. **Payment of this benefit will be divided on a pro rata basis in cases where multiple dependents submit valid claims.**

E. Retroactive loss of earnings or support payments will not be paid for more than 12 weeks from the date of application or up to \$4,200.

10. **Funeral and Burial Expenses**

A. The VOCP may reimburse any individual who pays funeral and burial expenses for a deceased victim of crime. This benefit is not restricted to family members, but can be paid to any individual who has paid funeral and burial expenses for a qualified victim. The VOCP may reimburse up to \$5,000 for a deceased victim’s funeral and burial expenses.

B. Funeral Expenses Not Covered include:

- 1) Costs of banquets or wake
- 2) Food or beverages
- 3) Floral Arrangements
- 4) A pre-purchased funeral or grave
- 5) Finance or interest charges
- 6) **Merchandise, with the exception of a casket or urn**

11. **Relocation Expenses**

A. The VOCP can assist with relocation expenses in cases **involving domestic violence, gang violence or home invasion** where the victim will be in **immediate** danger of physical injury if

the victim is unable to relocate to a safe environment, away from the perpetrator. The relocation must be directly related to the crime, and required to avoid additional victimization by the perpetrator of the crime for which the application was approved. **The relocation must be in close proximity to the crime and may not be used later than six months after the crime. The VOCP coordinator may approve benefits beyond the six month timeline in cases where the perpetrator is being released from jail, or for other good cause.**

- B. In order to qualify for relocation expenses, the compensation officer may require verification from Law enforcement that the relocation is necessary for the victim's personal safety.
- C. **The applicant may be required to provide the VOCP with a signed rental agreement (if requesting rent or a security deposit) from an apartment or homeowner. The VOCP will not reimburse rental expense paid to friends, family members or paid to sublease space in an apartment or home leased by a third party.**
- D. The total amount for all relocation expenses cannot exceed \$2,500 per claim and may include:
 - 1) Rent, including security deposit and first and last month's rent
 - 2) Utility deposits and connection fees
 - 3) Rental Trucks
 - 4) Telephone deposits and connection fees
 - 5) Temporary lodging **expenses of no more than \$500**
 - 6) Other necessary expenses (airline, train, bus fares, credit check, etc.)
 - 7) Emergency food expenses
 - 8) Emergency clothing expenses

12. **Crime Scene Clean Up**

- A. The Applicant, in a case involving a homicide, may request payment or reimbursement for professional crime scene clean up for up to \$5,000. Receipts, estimates or other documentation satisfactory to the compensation officer must support any request.

13. **Home Security**

- A. A victim may be eligible to receive reimbursement of up to \$1,500 for repairing or improving residential security. If the victim is deceased, a person who resided with the victim at the time of the crime may also be eligible. Some expenses that may be covered are:
 - 1) Damaged alarms, keypads, cameras or motion detectors
 - 2) Damaged locks, doors or windows
 - 3) Repairing or replacing window bars or security doors
 - 4) Replacing or increasing number of locks
 - 5) Self-defense courses
- B. The VOCP will not pay for:

- 1) Weapons (guns, mace, etc) or
- 2) Guard dogs.

14. Child Care

- A. Childcare expenses incurred by a victim or secondary victim as a direct result of a qualified crime may be approved. The total benefit available for all affected children, per crime, may not exceed \$2,500.
- B. The following conditions will be considered before reimbursement of childcare expenses:
 - 1) The injured or deceased victim was a primary caregiver for the victim's dependent children.
 - 2) The benefit may only be paid for victims who suffer physical injury or death as a result of the crime.
 - 3) The benefit may not be paid in addition to lost wage or income, or support payments.
 - 4) The benefit may only be paid for care provided up to 30 days after the date of the crime.
- C. The childcare expenses must be consistent with the usual and customary rates charge by the childcare provider for other children in the provider's care or other providers in the area.

15. Mileage/Travel Reimbursement

- A. Mileage reimbursement will not be paid by the VOCP. Applicants who are required to travel for medical treatment or counseling may submit their travel related receipts, such as gas receipts, commercial transportation receipts, hotel receipts and meal receipts for consideration of reimbursement.
- B. Meals will only be reimbursed in cases where overnight travel is medically required. Reimbursement for receipted meal expense will be limited to a maximum per diem of \$50.
- C. Travel expense is classified as a compensation officer discretionary payment, and is subject to the policies and limitations of that benefit classification.

16. COBRA Payments

- A. The VOCP may, at its sole discretion, choose to reimburse a victim for payments made to extend medical insurance under a COBRA plan. Payment of this expense will be considered when the reduction in current medical expense provided by the insurance is greater than the cost to the program of the COBRA coverage.

17. Compensation Officer Discretionary Authority

- A. A compensation officer may recommend, to the VOCP coordinator, the approval of any crime related expense that is not specified in these policies, or the extension of a specified benefit. For instance a compensation officer may use up to \$500 to provide additional crime

scene clean-up reimbursement, or additional mental health counseling, than the amount otherwise specified by these policies. Or the compensation officer may approve the repair or replacement of necessary items destroyed in the crime such as smashed windshields or slashed tires on an automobile used for transportation to work, or clothing seized as evidence.

- B. The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approved by the VOCP coordinator. Any decision concerning the exercise of this authority is not appealable and a hearing or appeals officer may not order the use of such authority.
- C. The VOCP coordinator may approve such requests where the request is supported by documentation satisfactory to the VOCP coordinator. Approval of discretionary requests must be documented in the claims file.
- D. With the approval of the VOCP coordinator, a compensation officer may approve reimbursement for up to \$1,000 for a Sexual Assault exam in rural counties where funding for such testing is unavailable.
- E. With the approval of the VOCP coordinator, a compensation officer may approve payment of towing and impound fees for up to \$2,500 incurred by a victim or dependent as a direct result of a qualified crime.
- F. Home accessibility renovations such as ramps, door widening, and auto renovations for handicap access may be considered by the VOCP coordinator on catastrophic claims.

Section Twelve. Claim Acceptance, Denial and Closure, and Reconsideration

1. General

- A. NRS 217.110 requires the compensation officer to approve or deny claims within 60 days of application. The compensation officer must consider and apply the provisions of NRS 217 and the policies set forth herein when considering applicants eligibility for VOCP benefits. This section provides:

“Review of application; appeal of denial by compensation officer; investigation of claim; availability and confidentiality of reports concerning crime committed by minor; decisions.

1. Upon receipt of an application for compensation, the compensation officer shall review the application to determine whether the applicant qualifies for compensation. The compensation officer shall deny the claim within 5 days after receipt of the application if the applicant's ineligibility is apparent from the facts stated in the application. ...

2. If the compensation officer does not deny the application pursuant to subsection 1, ... he shall conduct an investigation and, except as otherwise provided in subsection 4,

render a decision within 60 days after his receipt of the application or order. If in conducting his investigation the compensation officer believes that:

- (a) Reports on the previous medical history of the victim;
- (b) An examination of the victim and a report of that examination;
- (c) A report on the cause of death of the victim by an impartial medical expert; or
- (d) Investigative or police reports,

would aid him in making his decision, the compensation officer may order the reports.

3. Upon the request of a compensation officer pursuant to subsection 2 for investigative or police reports which concern a minor who committed a crime against the victim, a juvenile court or a law enforcement agency shall provide the compensation officer with a copy of the requested investigative or police reports. Any reports obtained by a compensation officer pursuant to this subsection are confidential and must not be disclosed except upon the lawful order of a court of competent jurisdiction.

4. When additional reports are requested pursuant to subsection 2, the compensation officer shall render a decision in the case, including an order directing the payment of compensation, if compensation is due, within 15 days after receipt of the reports.”

2. Claim Acceptance

- A. When a claim is accepted the compensation officer will approve the payment of eligible benefits promptly upon receipt of documentation necessary to establish the following:
 - 1) The expense is related to injuries to victim during the crime for which the application is approved.
 - 2) The expense is for an approved benefit.
 - 3) The expense is for a service actually provided.
- B. A claim which has been accepted, may be denied and/ or closed where the compensation officer determines any of the following:
 - 1) The application was approved in error
 - 2) The application was approved based on false or fraudulent information
 - 3) The applicant fails or refuses to cooperate with the VOCP.

3. Claim Denial

- A. NRS 217.110 provides: *The compensation officer shall deny the claim within 5 days after receipt of the application if the applicant’s ineligibility is apparent from the facts stated in the application.*
- B. Applications that do not meet the criteria set forth in NRS 217 and these policies may be denied at any time, even if previously accepted, whether benefits were paid or not.
- C. Applicants who would otherwise qualify under NRS 217 and these policies, but who have no financial need because the applicant’s injuries are covered by workers compensation, health or disability insurance, or other benefit or assistance programs, or who otherwise have no financial need for the assistance offered by the VOCP, may be denied.

- D. When a claim is denied the compensation officer will notify the applicant of the denial citing the statute or BOE Policy reason for the denial. The notice of denial will advise the applicant of appeal rights and the procedure for filing an appeal.
- E. Denial of an application should not be construed as a finding of wrong doing by the applicant. Denial of an application or any benefit provided by the VOCP is simply a determination by the VOCP that the applicant has not met the criteria for approval. Denial for “contributory conduct”, “failure to cooperate”, or for other reasons is not intended to imply guilt or liability on any applicant denied VOCP benefits.
- F. If an applicant disagrees with a denial, and believes the compensation officer made a mistake in closing a claim or denying the application or a particular benefit, or has additional information, they may request reconsideration, or appeal the denial, by following the instructions on the notice of denial.

4. Reasons for Denial

- A. The compensation officer may deny an application when it does not comply with NRS 217 or BOE Policies. Common reasons for Application Denial include:

- 1) Accident – Not Covered by NRS 217
- 2) Application Filed Late/Not Excused
- 3) Application Previously Denied or Consolidated
- 4) Crime not Committed in Nevada
- 5) Crime Not Covered by NRS 217
- 6) Crime Reported After 5 Days
- 7) Failure to Cooperate with Police
- 8) Failure to Cooperate with VOCP
- 9) Incomplete Application
- 10) No Crime Described in Police Report
- 11) No Physical Injury or Threat of Injury
- 12) No Police Report Filed
- 13) No Police Report Found by Police Department
- 14) No Response from Applicant
- 15) Police Department Denys Request for Police Report
- 16) Police Report Indicates No Crime Occurred
- 17) Police Report Indicates Victim Perpetrator/Aggressor
- 18) Police Report Unreadable from Redactions
- 19) Prison/Jail Applicant
- 20) Vacated or Withdrawn
- 21) Victim Adult Passenger of DUI
- 22) Victim Contributed to their Injuries
- 23) Victim Ineligible to File
- 24) Victim Injured while Committing Crime
- 25) Victim Not Listed in Police Report
- 26) Victim Not Pedestrian – Hit & Run

- 27) Victim Not US Resident
- 28) Workers Compensation Claim

B. Applications for multiple incidents involving the same perpetrator will be consolidated with any prior, open applications filed by the applicant.

5. **Consolidated Applications**

A. Duplicate, Multiple, or Succeeding Applications will be denied or consolidated with any open prior application filed by an applicant.

B. Applications for multiple incidents involving the same perpetrator will be consolidated with any open prior application filed by the applicant.

6. **Vacated Applications**

A. Applications withdrawn by the applicant will be considered vacated and will have no impact on the applicants' ability to reapply.

B. Applications that are incomplete, inadequate or otherwise not completed by the applicant may be vacated or denied by the compensation officer.

7. **Inactive Claims and Claim Closure**

A. Claims may be considered "inactive" where no documented claim billing activity, including, but not limited to further medical treatment or counseling activity occurs for a period of 180 days or more from the last billing or claim activity.

B. An inactive claim may be reopened to active status *at any time* upon the request of the applicant, for any of the following reasons:

- 1) The applicant has additional crime related expenses
- 2) The applicant wishes to resume mental health counseling
- 3) The applicant needs additional crime related medical treatment or care
- 4) Other reasons as approved by the compensation officer

C. Claims may be closed for payment of further benefits when any of the following has occurred:

- 1) All known, crime related expenses, as approved by the compensation officer have been paid.
- 2) Newly discovered information indicates the claim was accepted in error or in violation of these policies.
- 3) Suspected fraud, dishonesty or deceit.
- 4) Harassment of VOCP staff or VOCP contractors.
- 5) Failure to cooperate with VOCP staff or its contractors, or

6) The applicant has violated any of the provisions of NRS 217 or the policies adopted herein.

D. Claims may be closed for the payment of further benefits when the compensation officer provides applicant with written notice that:

- 1) the claim is being closed, and
- 2) the applicant can request reconsideration, and
- 3) The applicant has the right to appeal the claim closure.

E. Notice of appeal rights will be provided with every notice of claim closure.

F. In cases where maximum benefits have been paid, closure notice and appeal rights are not required.

G. If an applicant appeals claim closure they must establish the following:

- 1) the VOCP failed to pay an approved or approvable crime related expense; or,
- 2) the VOCP failed to pay an approved or approvable crime related benefit; and
- 3) there were claim funds available for their payment, or
- 4) the compensation officer abused their discretion in applying these policies or the provisions of NRS 217 when closing the claim for further benefits.

8. **Reconsideration**

A. An applicant may request compensation officer reconsideration of closures or denials before or after filing an appeal.

B. When requesting reconsideration the applicant should provide the information that cures the deficiency that led to the compensation officer's decision to close or deny the claim.

C. The request for reconsideration may be made instead of an appeal. If a written request for reconsideration is made, it will extend the time to appeal the compensation officer determination until the request for reconsideration is approved or denied.

D. If the reconsideration is denied, the decision closing or denying the claim can then be appealed.

9. **Reopening**

A. An approved applicant, whose claim has been closed, may request reopening to request payment of documented crime related expenses, not paid at the time of claim closure, or to seek additional crime related medical care.

B. Reopening will not be approved if the claim was closed for any of the following reasons:

- 1) Fraud, deceit or dishonesty,

- 2) Harassment of VOCP staff or VOCP contractors,
- 3) Failure to cooperate with VOCP staff or its contractors, or
- 4) The applicant has violated any of the provisions of NRS 217 or the policies adopted herein.

C. Claims reopened for payment of additional crime related expenses may be re-closed without further notice or appeal rights. Such closure does not affect an applicant's ability to request reopening again.

10. **Protection from Collection Agencies**

A. It is illegal under Nevada law for a vendor or provider to bill or hold the applicant responsible for the difference between the billed amount and the amount paid by VOCP and accepted by the provider. NRS 217.245 provides that when a provider or vendor accepts payment from the VOCP the payment is considered payment in full. This section states:

“Acceptance of payment from Board for certain services provided to victim constitutes payment in full. Notwithstanding another provision of law, if a person who provides a service to a victim for which compensation is ordered pursuant to paragraph (a) of subsection 1 of NRS 217.200 accepts payment from the Board for such a service, the person shall be deemed to have agreed to the condition that:

1. *Such payment by the Board constitutes payment in full for the service provided; and*
2. *The person may not collect or attempt to collect further payment from the victim or person on whose behalf the payment is made by the Board.”*

B. If a bill collector, or anyone else, attempts to collect from the applicant after the bill has been paid by the VOCP, they should be told to cease all collection activities or risk criminal charges under NRS 217.245. VOCP staff will assist the victim in stopping collection activity after approved claims have been paid.

Section Thirteen. VOCP Subrogation Rights

1. **Subrogation Lien**

A. The VOCP is entitled to be reimbursed any funds expended on any claim in the event the applicant obtains any recovery, either by civil lawsuit, restitution, or any other crime related payment, settlement, or reimbursement. NRS 217.240 provides:

“Recovery by applicant: Subrogation; duty of notice and payment. An applicant who accepts an award does so under the following conditions:

1. *The State of Nevada is immediately subrogated in the amount of the award to any right of action or recovery the applicant may have against any party, and that right of subrogation may be diminished for attorney's fees and other costs of litigation in obtaining a recovery from another source; and*
2. *If recovery from any source is obtained for damages caused by the crime, the applicant shall promptly notify the Department of Administration of the source and*

amount of that recovery, and shall promptly pay to the Board the lesser of the amount of the award made pursuant to this chapter or the amount recovered less attorney's fees and costs. The duty of notice and payment pursuant to this subsection continues until the amount of the award has been repaid to the State of Nevada."

- B. If the applicant received money from another person or entity, including any collateral source, for any expense paid by the VOCP, the VOCP has the right to recover this money.
- C. The VOCP has the authority to seek restitution from the offender for any money paid by the VOCP, and is subrogated to any collateral source that is available to the victim.
- D. If it is discovered that an applicant was not actually eligible to receive an award of any payments or other benefits the VOCP may recover the payments made.

2. **Civil Suit by VOCP**

- A. The VOCP may pursue a legal action to receive reimbursement, repayment, or subrogation. The VOCP has a right of reimbursement, repayment and subrogation from:
 - 1) The offender who was convicted of an offense, which resulted in an award. Multiple offenders are jointly and severally liable.
 - 2) A third party who has an expressed or implied contractual or legal relationship, which obligates them to pay any expenses.
 - 3) Ineligible applicants, or applicants who have been overpaid, or paid benefits they were not entitled to.
- B. Where the VOCP, commences an action against the person or persons responsible for the victim's injuries to recover monies compensated to a claimant, the claimant shall cooperate fully with the VOCP in pursuit of its action including, but not limited to, joining as a party to said action.

3. **Civil Suit by Applicant**

- A. Applicants, who successfully pursue civil suits to recover damages, are entitled to a credit for their costs and attorney fees when determining the amount the applicant must pay to satisfy the VOCP subrogation lien.
- B. To receive credit for attorney fees and costs the applicant is required to provide the VOCP with information about the civil suit, including the amount recovered by judgment or settlement, and the amount of attorney fees and costs. The VOCP will not consider reducing its lien or sharing in the attorney fees and costs without this information. In such cases the applicant will be required to repay 100% of the VOCP lien without a credit for fees and costs.
- C. In calculating the value of attorney fees and costs the VOCP will apply the calculations set forth in the formula devised by the Nevada Supreme Court in Breen v. Caesar's Palace, 715

P.2d 1080 (Nev. 1986). The formula used to determine the amount due the VOCP is calculated as follows:

The maximum percentage of the VOCP share of attorney fees is determined by dividing the VOCP Lien Amount by the Amount of Settlement, less the Amount of attorney's fees. Next multiply the percentage obtained by the attorney's fees. This amount is deducted from the VOCP Lien Amount. For example, if the settlement was for \$100,000, and the attorney's fees were \$33,333.33 and the VOCP lien was for \$35,000.00, the VOCP's share of the attorney's fees would be 52.5% [$\$35,000/(\$100,000-\$33,333.33)$], or \$17,500.00 and the net due to the VOCP in subrogation would be \$17,500.00 [$\$35,000$ Lien less \$17,500 in attorney's fees].

- D. VOCP liens may be waived entirely when the applicant demonstrates that the recovery is insufficient to adequately cover the damages suffered by the applicant due to the crime, and the VOCP determines the recovery by the victim outweighs the VOCP interest in its subrogation recovery.
- E. The VOCP Coordinator is authorized to approve all compromises, settlements or waivers of subrogation liens. All subrogation lien compromises, settlements or waivers will be documented in the VOCP case file. The amount recovered from subrogation payments or other recoveries may be credited back to the claim increasing available benefits by the credited amount.

Section Fourteen. Appeal Rights and Procedures

1. Appeal Rights

A. When a claim or benefit is denied, and appeal rights are stated in the determination denying the claim or benefit, an applicant has sixty (60) days to appeal the denial by filing a request for hearing with the Hearings Division of the Department of Administration.

B. NRS 217.110 (1) provides:

“Upon receipt of an application for compensation, the compensation officer shall review the application to determine whether the applicant qualifies for compensation. The compensation officer shall deny the claim within 5 days after receipt of the application if the applicant's ineligibility is apparent from the facts stated in the application. The applicant may appeal the denial to a hearing officer within 60 days after the decision. If the hearing officer determines that the applicant may be entitled to compensation, the hearing officer shall order the compensation officer to complete an investigation and render a decision pursuant to subsection 2. If the hearing officer denies the appeal, the applicant may appeal to an appeals officer pursuant to NRS 217.117. “

C. Determinations that are appealable under these Policies or the provisions of NRS 217.112, will include appeal rights substantially similar to the following:

APPEAL RIGHTS:

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

*Department of Administration Hearing Division,
Address and Fax #*

The VOCP website has appeal forms in English and Spanish, and helpful information about your appeal rights, and the appeals process at: www.voc.nv.gov

2. Failure to Respond to Written Request

- A. The compensation officer will respond to the written requests concerning benefit or claim issues within 30 days of the receipt of the written request.
- B. If the compensation officer does not respond to a written request of the applicant, concerning claim or benefit issues provided for in these policies, within 30 days of the compensation officers' receipt of the written request, the applicant may request a Hearing Officer review of the compensation officer's failure to respond to the written request.
- C. The Hearing Officer may consider the request if the matter is within the Hearing Officers jurisdiction, or may remand the matter for review by the compensation officer.

3. Non-Appealable Matters

- A. Applicants may only appeal written determinations of the compensation officer, or the failure to respond to a written request as provided for in these policies. Unless otherwise provided for in these policies, or by law, only written determinations by the compensation are subject to the jurisdiction of the Hearings Division under the provisions of NRS 217.112.

4. Burden of Proof

- A. To qualify for the benefits offered by the VOCP, the applicant must meet certain criteria, and the crime must be an eligible crime. The applicant has the burden of proof, by clear and convincing evidence to establish eligibility for acceptance and payment of any benefit offered by the VOCP.
- B. This level of proof places the burden of establishing eligibility on the applicant or victim by clear and convincing evidence as opposed to merely by a preponderance of the evidence. For instance claims for benefits such as lost wages or relocation payments must be supported by original, valid, business documents, such as receipts or tax returns. The applicant, to the reasonable satisfaction of the VOCP, must answer questions concerning the legitimacy of such documents.
- C. It is not the responsibility of the VOCP to prove the documents are not legitimate but rather the applicants' responsibility to prove they are. Doubt will be resolved in favor of the VOCP

decision, unless overcome by evidence that is clear in its validity and convincing in its application to the matter under review.

5. **Appeals Process**

- A. The compensation officer will promptly notify the applicant if their application is denied, and the reason for the denial. The notification will include the applicant's appeal rights as specified in NRS 217.112. An applicant may appeal any written determination where appeal rights are stated in the determination or as otherwise provided by law or these policies.
- B. To avoid disclosure of sensitive information, and possible embarrassment to the applicant, the reason stated for denial will refer to the general reasons for denial set forth in these policies and will not cite details of the crime.
- C. Hearings conducted in VOCP matters by hearings or appeals officers are not open to the public except with the consent of the applicant.
- D. Decisions of the hearings or appeals officers are confidential documents and not available to the public without the written consent of the applicant or as otherwise required by law or court order, or these policies.

6. **Appeal to a Hearing Officer**

- A. If an applicant disagrees with a written determination of the compensation officer, which includes appeal rights as provided in these policies, the applicant may appeal the determination to a Hearing Officer as provided in NRS 217.112. This section requires the appeal to be filed within 60 days and states:

"1. An applicant who is subject to the provisions of this chapter may request a hearing before a hearing officer on any matter within the hearing officer's authority. The compensation officer shall provide with his decision the necessary information for requesting such a hearing.

2. An applicant aggrieved by a compensation officer's decision may appeal the decision by filing a request for a hearing before a hearing officer. Such a request must be filed within 60 days after the Clerk or compensation officer mailed the decision.

3. Failure to file a request for a hearing within the period specified in subsection 2 may be excused if the applicant shows by a preponderance of the evidence that he did not receive the notice of the decision and the information necessary to request a hearing.

4. The applicant shall notify the compensation officer and the hearing officer in writing of a change of address within a reasonable time after that change."

- B. The time allowed to file an appeal includes an additional 3 days for mailing.
- C. The hearing officer will conduct an informal hearing, usually within 30 days of a request for hearing. The applicant may attend the hearing in person, by telephone, or may submit a written statement in lieu of appearing in person or by phone.

- D. The VOCP will, prior to the hearing, submit a written statement to the hearing officer and provide a copy of the statement to the applicant. The compensation officer may attend the hearing in person, by telephone, or may rely on the statement submitted to the hearing officer without appearing at the hearing.
- E. If the hearing officer does not resolve the matter, the applicant or the VOCP, may appeal the hearing officer decision to an appeals officer.

7. Appeal to Appeals Officer

- A. If either the applicant or the VOCP appeals a decision of the hearing officer, the compensation officer will compile an evidentiary package for the appeals officer that will include, but not to be limited to, the following:
 - 1) A report or statement concerning the issue on appeal, and
 - 2) Documents in possession of the VOCP that were considered in the decision being appealed.
- B. Copies of this evidentiary package will be provided to the applicants address on file with the VOCP. Documents containing information considered confidential by law will be redacted.
- C. The compensation officer will be available to the appeals officer, either in person or by telephone or may submit the matter for decision based on the evidentiary package submitted to the appeals officer.

8. Appeals to the Board of Examiners

- A. Appeals to the BOE are governed by NRS 217.117(3). This section allows the BOE to decide an appeal without a hearing, after reviewing the record, or if the BOE elects, it may schedule a hearing on the appeal.
- B. If either the applicant or the VOCP appeals a decision of the appeals officer to the BOE, the VOCP will notify the appeals officer, who will provide the BOE with a record of the appeals officer proceeding. The VOCP coordinator may also submit a written recommendation to the BOE.
- C. The BOE will review the decision of the Appeals Officer and may affirm or reverse the Appeals Officer decision, or may remand the matter to the appeals officer or the VOCP for further consideration or proceedings.
- D. If the BOE wishes to hear testimony or further information from the appellant it may defer a decision until a hearing is held.
- E. The BOE may schedule a hearing and provide notice to the applicant prior to the scheduled hearing date.

- F. If the BOE elects to schedule a hearing it may affirm or reverse the Appeals Officer decision or may remand the matter to the appeals officer or the VOCP for further consideration or proceedings, after any such hearing or proceeding.

9. Decisions of the Board of Examiners

- A. The BOE may make a decision in an appeal with or without conducting a hearing or considering any further evidence or statements beyond the record submitted by the Appeals Officer.
- B. A decision of the BOE concerning a hearing it conducted may be made at the conclusion of the hearing, or at a subsequent meeting.
- C. The BOE may adopt the written recommendation of the VOCP coordinator, or render its own decision in the matter.
- D. The decision of the BOE is effective upon its vote, unless otherwise stated in its decision.
- E. The Clerk of the BOE may sign any order or decision necessary to effectuate the decision of the BOE.
- F. The Clerk of the BOE will notify the VOCP coordinator of its decision.

Section Fifteen. Victim Advocates and Attorneys

1. Advocate Assistance

- A. Victim advocates provide a variety of services to victims of crime. An important priority among their duties is providing assistance completing applications for compensation from the Victims of Crime Program. If an agency or program receives federal funding for victim of crime assistance they are required by law to assist victims complete the VOCP application and to assist them obtain VOCP benefits.
- B. These policies will assist victim advocates understand VOCP rules and identify available benefits. They will assist advocates comply with federal law by providing guidance to those submitting VOCP applications and in helping victims obtain appropriate crime related benefits.

2. Federal Requirements

- A. United States Code, Title 42, Chapter 112, § 10603, Crime Victim Assistance Section 10603 (b)(1)(E) requires recipients of federal VOCA funds to assist victims' complete VOCP applications. This federal law provides in part:

“(1) A victim assistance program is an eligible crime victim assistance program for the purposes of this section if such program ...

(E) Assists potential recipients in seeking crime victim compensation benefits”

3. The Advocate's Role in the Appeal Process

- A. The VOCP encourages victim advocates to assist the applicant in the appeals process. If a claim is denied an advocate may be a significant help to the victim by assisting the victim with the appeal. The majority of claim denials are because the victim failed to provide necessary information to the VOCP and failed to respond to a request for additional information from the VOCP.
- B. The victim advocate can help the victim complete the application process and help the victim respond to VOCP requirements or communications. The advocate can help the victim obtain and present required information or documents, such as police or medical reports, to the hearing officer.
- C. If the advocate chooses to assist the victim, they will receive copies of all correspondence from the VOCP related to the claim. If the advocate wishes to assist the applicant in the appeal process the applicant must sign the consent on the application.
- D. Advocates are not required to be licensed to practice law in order to assist an applicant with appeals of VOCP decisions.

4. Attorney Fees

- A. Attorney fees may be allowed in payment to Nevada attorneys for legal services in assisting the victim apply and recover benefits available through the VOCP pursuant to NRS 217.140. This section states:
 - “1. The hearing officer may, as part of any order entered pursuant to the provisions of NRS 217.010 to 217.270, inclusive, allow reasonable attorney’s fees, but these fees may not exceed 10 percent of the award.
 - 2. It is unlawful for any attorney to ask for, contract for or receive any larger sum than the amount so allowed.”
- B. The VOCP may pay attorney fees in an amount not to exceed 10% of the amount paid to the victim, or on the victims’ behalf, upon submission of an itemized statement for legal services provided and approval by the hearing officer.
- C. Attorney fees may be paid only to the extent claim balance funds are available at the time such fees are requested, and must be approved by a hearing officer as provided in NRS 217.140. Attorney fees paid will be charged against the claim as a claim cost.

Section Sixteen. VOCP Claims Management System

1. Paperless Claims Management System

- A. In conjunction with its contractor, the VOCP manages all VOCP claims via an Internet based, paperless, claims management system. This system provides for the imaging of all

documents related to a claim, upon receipt. All file documents can be viewed while logged on to the system, and claims can be processed, approved and paid electronically.

- B. In order to promote this technology, and the efficiencies of the paperless management system, these policies establish the electronic images of the original documents will be deemed to be an original document, as defined in NRS 52.205 for all purposes, including satisfying any requirements for original documents or signatures by any police agency, medical provider, employer or other party identified by these policies or the authorizations approved herein.

2. File Retention

- A. After paper documents are imaged and uploaded to the claims management system, all documents will be destroyed by shredding, any time after 30 days of being scanned into the system. Electronic documents will be retained for a period of not less than 7 years after a claim closes, or in the case of a minor victim, 7 years after the victim reaches the age of 21.

3. Systems Security and Backup

- A. All data contained in the claims management system is solely the property of the State of Nevada VOCP. The VOCP contractor will provide a full backup of the data and documents to the VOCP coordinator in electronic form on a monthly basis. The backup information will be provided on compact disks in a sealed envelope, and will be delivered to the VOCP coordinator office by the 5th of each month. The VOCP coordinator will maintain the back up disk in a secure location.
- B. The VOCP contractor is responsible for ensuring that all data and documents contained in the VOCP operating system and a fully functional version of the operating system is backed up daily and maintained in a secure offsite location.

4. System Functionality

- A. To ensure compliance with VOCP Policies, the claims management system used by the program performs the following functions:
 - 1) Tracks all benefits paid on individual claims by benefit type
 - 2) Ensures benefits paid do not exceed benefit levels approved by the Board
 - 3) Allows program to reduce benefits paid on a percentage basis whenever necessary
 - 4) Allows benefit levels to be changed on individual claims with authorization of the coordinator or the Board
 - 5) Tracks and documents all critical changes to a claim
 - 6) Provides a multi-level approval process for all benefits paid
 - 7) Provides real-time reporting
 - 8) Allows remote access to system for authorized personnel for claims management and auditing purposes
 - 9) Provides vendor access to payment information and claim status verification
 - 10) Detects potential duplicate benefit payments

Section Seventeen. Operating Procedures

1. Application Processing

- A. Applications received at the VOCP office are sent to the VOCP contractor for processing within 1 business day of receipt. The VOCP contractor enters completed applications into the claims management system, and provides notification to the compensation officer and Administrative Assistant assigned to the claim. The application is scanned and saved in electronic format to the new claim established in the claims management system.
- B. The VOCP contractor will attempt to contact applicant or their designated representative as provided to the VOCP in the application by telephone or email for required information if the application submitted is incomplete. If the VOCP contractor is unable to obtain all information required to process the application in the system, the application will be returned to the applicant or their designated representative with a letter documenting what information is needed.

2. Document Processing

- A. All documents associated with a claim are forwarded, upon receipt, to the VOCP contractor for scanning. Each document is identified by document type and saved in an electronic format in the appropriate claim file. All documents are retained by the VOCP contractor for a minimum of 30 days, after which time they are destroyed by shredding.

3. Medical Bill Processing

- A. All medical bills, payment requests and receipts for payments are forwarded to the VOCP contractor upon receipt. Medical bills are subject to review, and are scanned into the system with an explanation of benefits form that shows the recommended payment amount based on medical fee schedules approved by the VOCP.
- B. Vendors must be set up in the claims management system before they are eligible to receive payments from the VOCP. All vendors must submit a completed W-9 form before they can be set up in the claims management system. The VOCP contractor is responsible for obtaining and maintaining all W-9's and for adding and maintaining the vendors in the claims management system.
- C. **Payments can only be approved by the compensation officer assigned to the claim. The compensation officer will review the bill to determine whether the service is directly related to the crime before approving for payment. Payments that require the approval of the VOCP coordinator should not be processed by the compensation officer until the approval has been obtained and noted in the claim file.** All payments are subject to review and approval by the VOCP coordinator, and are also subject to review and approval by designated Administrative Services personnel.

4. Direct Payment Processing

- A. Payment requests and requests for reimbursement are sent to the VOCP contractor for scanning and are saved in electronic format in the appropriate claim file. Direct payments are payments made to an individual. Usually they are payments made to the applicant, but direct payments can also be made to reimburse individuals for payments made on behalf of the victim. Direct payments are not subject to withholding or reported as taxable benefits.
- B. Only the compensation officer assigned to the claim can approve direct payments. The compensation officer will review the bill to determine whether the request for payment is directly related to the crime before approving for payment. **Payments that require the approval of the VOCP coordinator should not be processed by the compensation officer until the approval has been obtained and noted in the claim file.** All payments are reviewed and approved by the VOCP coordinator, or the coordinators designee, and are also subject to review and approval by designated Administrative Services personnel. All direct payments to individuals for \$1,000 or more are subject to the Verification Process outlined in Section Ten, paragraph 3 of these policies.
- C. The VOCP contractor will provide third party review services, checking all direct payments to confirm documented compliance with program policies before releasing the payments.

5. Check Production

- A. Administrative Services personnel are responsible for creating the check run data files. Authorized employees will review the outstanding approved payments weekly. After insuring adequate funds are available to pay the outstanding checks the Authorized Employee will authorize checks to be produced. Check run data files can be created based on selected bill types, all bills pending, or can be restricted to non-vendor payments only. The claims management system shows the total number and amount of pending payments by category, allowing the Budget Office to manage the funding process.
- B. After the check run data file has been produced by Administrative Services, the VOCP contractor will print the checks and mail them directly to the payee indicated. Medical payments will be mailed with a copy of the explanation of benefits form.

6. Stop Payments

- A. If a payment is not received and a stop payment needs to be made so that the check can be reissued, the compensation officer will contact the VOCP contractor to determine whether the original check has been paid. If the original has not been paid a notarized Affidavit must be completed by the payee, and forwarded to the VOCP contractor. Upon receipt of the Affidavit, the VOCP contractor will place a stop payment order on the check and void the payment in the claims management system. The compensation officer can then reissue the payment through the standard payment process.

- B. If a payment is made in error, upon instruction from the VOCP Coordinator the contractor will attempt to place a stop payment on the check. The VOCP understands and acknowledges that payment must be made if the check is presented for payment by a holder in due course.

7. Reconciliation of Bank Account

- A. Statements on the VOCP bank account will be mailed directly to the VOCP contractor. The VOCP contractor is responsible for reconciling the account and reporting the results each month to Administrative Services. Reconciliation reports will include: checks paid in period, checks outstanding and checks voided in period.

8. Tax Reporting

- A. Before January 31st of each year, the VOCP contractor will produce and mail 1099's to all vendors receiving payment from the Victims of Crime Program during the prior calendar year. The VOCP contractor is also responsible for obtaining and maintaining required W-9 forms, filing required tax reports with the IRS and responding to B-Notices.

9. Excluded Parties List

- A. The VOCP contractor will ensure that all vendors added to the VOCP claim system are not on the Federal Excluded Parties List. The VOCP coordinator will be notified immediately if any vendor providing services is found on the Excluded Parties List. Existing vendors found on the list will be suspended, and no payments will be issued until they are removed from the list.

10. Deposits

- A. All payments received for deposit will be stamped with the VOCP endorsement stamp upon receipt by an Administrative Assistant. Refunds and other payments associated with a claim will be entered into the claim management system, and copies of the documents sent to the VOCP contractor for scanning into the claim file.
- B. After entering the information into the claims management system, the Administrative Assistant will send the payment to Administrative Services for processing. Payments will be sent to Administrative Services for depositing by Thursday of every week. Items over \$10,000 will be sent immediately.

Section Eighteen. Operational Goals and Standards

1. General

- A. To meet the mission of providing timely assistance to victims of crime, the program has adopted the following standards, with the goal of meeting or exceeding the stated standards at least 95% of the time. These standards are aspirational. Failure to meet any specified goal, in any case, will not be considered a violation of these policies:

- 1) Documents and applications received at the VOCP offices are to be sent to the contractor for processing within 1 business day of receipt.
- 2) Applications are to be entered into the system and a claim number assigned within 1 business day of receipt by the contractor.
- 3) The contractor will make phone calls to applicants submitting incomplete applications within 1 business day of receipt of the application.
- 4) The contractor will image documents into the system within 2 business days of receipt.
- 5) The contractor will review medical bills containing required details within 2 business days of receipt.
- 6) Compensation Officers will approve or deny completed applications within 1 business day of submission of a completed application as defined by these policies.
- 7) Decision letters will be mailed within 2 business days from date of decision.
- 8) For applications received without police reports, a written request for the police report will be initiated by the VOCP within 2 business days.
- 9) Eligible benefit payments will be processed by the VOCP within 5 business days.
- 10) Priority 1 and 2 payments will be paid weekly.
- 11) The contractor will mail weekly benefits paid to victims the last working day of the week.
- 12) The contractor will mail weekly benefits paid to providers with appropriate documentation within 2 business days from the date of the check.
- 13) The contractor will mail quarterly payments with appropriate documentation within 10 business days from the date of the check.

Section Nineteen. Reports

1. Reports to the Legislature

- A. NRS 217.250 requires the BOE to report certain information to the Nevada Legislature when it meets biannually. This section states:

“The Board shall prepare and transmit biennially to the Legislature a report of its activities, including:

- 1. The amount of compensation awarded;*
- 2. The number of applicants;*
- 3. The number of applicants who were denied compensation; and*
- 4. The average length of time taken to award compensation, from the date of receipt of the application to the date of the payment of compensation.”*

- B. The VOCP will prepare a report to the BOE that includes the information required by NRS 217.250 and transmit the report to the BOE as it may require.

2. Reports to the BOE

- A. NRS 217.260 requires the BOE to estimate its revenue and anticipated expenses on a quarterly basis, and when anticipated expenses exceed anticipated revenue to pay claims at the same reduced rate as expenses exceed revenue.
- B. The VOCP coordinator will provide the BOE with a report at the end of each fiscal year quarter, which will include the information required by NRS 217.260. This report will include analysis and recommendations for paying claims pursuant to the standards set forth in these policies.

Section Twenty. VOCP Funding

1. General

- A. Funding for the VOCP comes from fines, penalties and costs imposed by Nevada's courts as well as court ordered restitution, prisoner wage deductions, bail bond assessments and forfeitures. The VOCP also accepts federal grant funding from the United States, Department of Justice: Office of Victims of Crime. The VOCP also accepts private grants and donations.

2. State Funding Sources

- A. The following revenue sources make up the state funding sources for the VOCP and are identified by the Budget Office Revenue Source Code and authorizing statutory reference:
 - 1) 3739 FILING FEE: Fees collected by county justice of the peace per NRS 4.060.
 - 2) 3749 COURT ASSESSMENT: Administrative assessments collected for misdemeanor offenses per NRS 176.059.
 - 3) 4151 CIVIL PENALTIES: Revenue received from the Department of Motor Vehicles per NRS 484.3791.
 - 4) 4152 FINES/FORFEITURES/PENALTIES: Fees collected from persons charged with a gross misdemeanor or felony per NRS 178.518.
 - 5) 4201 REIMBURSEMENT: Forfeited property proceeds per NRS 179.118
 - 6) 4256 RESTITUTION COLLECTIONS: Undistributed court ordered restitution payments per NRS 176A.430.
 - 7) 4280 WAGE ASSESSMENT: Inmate wage assessments per NRS 209.247.
- B. NRS 176.059 Administrative assessment for misdemeanor: Collection; distribution; limitations on use. ...

8. Of the total amount deposited in the State General Fund pursuant to subsections 5 and 6, the State Controller shall distribute the money received to the following public agencies in the following manner:

(a) Not less than 51 percent to the Office of Court Administrator for allocation as follows:

(1) Eighteen and one-half percent of the amount distributed to the Office of Court Administrator for the administration of the courts.

(2) Nine percent of the amount distributed to the Office of Court Administrator for

the development of a uniform system for judicial records.

(3) Nine percent of the amount distributed to the Office of Court Administrator for continuing judicial education.

(4) Forty-eight percent of the amount distributed to the Office of Court Administrator for the Supreme Court.

(5) Three and one-half percent of the amount distributed to the Office of Court Administrator for the payment for the services of retired justices and retired district judges.

(6) Twelve percent of the amount distributed to the Office of Court Administrator for the provision of specialty court programs.

(b) Not more than 49 percent must be used to the extent of legislative authorization for the support of:

(1) The Central Repository for Nevada Records of Criminal History;

(2) The Peace Officers' Standards and Training Commission;

(3) The operation by the Department of Public Safety of a computerized interoperative system for information related to law enforcement;

(4) The Fund for the Compensation of Victims of Crime; and

(5) The Advisory Council for Prosecuting Attorneys.

3. OVC VOCA Victim Compensation Grant

- A. Federal grant funds are available to state compensation programs and are derived from criminal penalties assessed at the federal level. The federal grant currently provides a 60% match of all state funds paid on victim claims during the prior federal fiscal year.
- B. Each year the VOCP submits an application to the United States, Department of Justice, Office of Victims of Crime, for funding made available to the states pursuant to United States Code, Title 42, Chapter 112, §10602.
- C. Federal guidelines on the use of OVC VOCA Victim Compensation Grant funds are set forth in the OVC VOCA Victim Compensation Grant Program Guidelines (dated May 10, 2001) which provide:

Section III.B: "Grant Period. Victim compensation grant funds are available for expenditure throughout the fiscal year (FY) of the award plus the next three fiscal years. The federal fiscal year (FFY) begins on October 1 and ends on September 30. State crime victim compensation programs may pay compensation claims retroactively to October 1, even though the VOCA grant may not be awarded until later in the fiscal year."

Section IV.B.4: Nonsupplantation. The state must certify that grants received under VOCA will not be used to supplant state funds otherwise available to provide crime victim compensation benefits or to administer the state crime victim compensation program. States may not decrease their financial commitment to crime victim compensation solely because they are receiving VOCA funds for the same purpose. Expenditure of VOCA funds received based on state certified payouts from previous

years does not constitute supplantation.”

- D. The OJP Financial Guide addresses the “Minimum Cash on Hand” Policy that all OJP grantees must adhere to:

Part III, Chapter 1. Payments: Minimum Cash on Hand “Grant recipient organizations should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated (with the exception of block grant program such as Justice Assistance Grant (JAG), Juvenile Accountability Block Grants [JABG], and State Criminal Alien Assistance Program Grants [SCAAP] which are paid in a lump sum). Recipients should time their drawdown requests to ensure that Federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within 10 days.”

- E. Federal guidelines permit State Programs to set aside 5% of the total federal grant funds for VOCP administrative expenses. By utilizing federal funds for administrative purposes, state funding is freed up for payment of victim expenses thereby increasing the federal match of state funding. In order to maximize the federal matching funds the VOCP elects to exercise this option each fiscal year. Federal policy statements provide:

Administrative and Training Funds usage: State grantees choosing to use a portion of the award for administrative and training purposes must report the percentage/amount of the total grant that will be used for these purposes. The Department of Justice Reauthorization Act of 2005 (Pub. L. No. 109-162) amended the Victims of Crime Act by expanding the purposes of the 5 percent administrative set aside for State Victim Compensation and Victim Assistance programs. Under 42 U.S.C. 10602(a)(3) and 10603(b)(3) respectively, eligible State Victim Compensation and State Victim Assistance programs may set aside up to a total of 5 percent of the respective grant funds for administrative and training purposes.

- F. Federal funding may be carried forward for a maximum of four (4) years. The VOCP generally draws the full grant award each year, however the VOCP may carry forward funds where such action may be beneficial to the VOCP.

Section Twenty-One. Federal Policies Pursuant to: USC Title 42

1. General

TITLE 42, CHAPTER 112, § 1060: Crime victim compensation.

(a) Authority of Director; grants

(1) Except as provided in paragraph (2), the Director shall make an annual grant from the Fund to an eligible crime victim compensation program of 40 percent in fiscal year 2002 and of 60 percent in subsequent fiscal years of the amounts awarded during the preceding fiscal year, other than amounts awarded for property damage. Except as provided in paragraph (3), a grant under this section shall be used by such program only for awards of compensation.

(2) If the sums available in the Fund for grants under this section are insufficient to provide grants of 40 percent in fiscal year 2002 and of 60 percent in subsequent fiscal years as provided in paragraph (1), the Director shall make, from the sums available, a grant to each eligible crime victim compensation program so that all such programs receive the same percentage of the amounts awarded by such program during the preceding fiscal year, other than amounts awarded for property damage.

(3) Not more than 5 percent of a grant made under this section may be used for training purposes and the administration of the State crime victim compensation program receiving the grant.

(b) Eligible crime victim compensation programs

(1) A crime victim compensation program is an eligible crime victim compensation program for the purposes of this section if—

a) Such program is operated by a State and offers compensation to victims and survivors of victims of criminal violence, including drunk driving and domestic violence for—

(i) Medical expenses attributable to a physical injury resulting from compensable crime, including expenses for mental health counseling and care;

(ii) Loss of wages attributable to a physical injury resulting from a compensable crime; and

(iii) Funeral expenses attributable to a death resulting from a compensable crime;

b) Such program promotes victim cooperation with the reasonable requests of law enforcement authorities;

c) Such State certifies that grants received under this section will not be used to supplant State funds otherwise available to provide crime victim compensation;

d) Such program, as to compensable crimes occurring within the State, makes compensation awards to victims who are nonresidents of the State on the basis of the same criteria used to make awards to victims who are residents of such State;

e) Such program provides compensation to victims of Federal crimes occurring within the State on the same basis that such program provides compensation to victims of State crimes;

f) Such program provides compensation to residents of the State who are victims of crimes occurring outside the State if—

(i) The crimes would be compensable crimes had they occurred inside that State; and

(ii) The places the crimes occurred in are States not having eligible crime victim compensation programs;

g) Such program does not, except pursuant to rules issued by the program to prevent unjust enrichment of the offender, deny compensation to any victim because of that victim's familial relationship to the offender, or because of the sharing of a residence by the victim and the offender;

h) Such program does not provide compensation to any person who has been convicted of an offense under Federal law with respect to any time period during which the person is delinquent in paying a fine, other monetary penalty, or restitution imposed for the offense; and

i) Such program provides such other information and assurances related to the purposes of this section as the Director may reasonably require.

(c) Exclusion from income, resources, and assets for purposes of means tests. Notwithstanding any other law (other than title IV of Public Law 107-42), for the purpose of any maximum allowed income, resource, or asset eligibility requirement in any Federal, State, or local government program using Federal funds that provides medical or other assistance (or payment or reimbursement of the cost of such assistance), any amount of crime victim compensation that the applicant receives through a crime victim compensation program under this section shall not be included in the income, resources, or assets of the applicant, nor shall that amount reduce the amount of the assistance available to the applicant from Federal, State, or local government programs using Federal funds, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime.

(d) Definitions

As used in this section—

(1) The term “property damage” does not include damage to prosthetic devices, eyeglasses or other corrective lenses, or dental devices;

(2) The term “medical expenses” includes, to the extent provided under the eligible crime victim compensation program, expenses for eyeglasses or other corrective lenses, for dental services and devices and prosthetic devices, and for services rendered in accordance with a method of healing recognized by the law of the State;

(3) The term “compensable crime” means a crime the victims of which are eligible for compensation under the eligible crime victim compensation program, and includes crimes, whose victims suffer death or personal injury, that are described in section 247 of Title 18, driving while intoxicated, and domestic violence; and

(4) The term “State” includes the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, and any other possession or territory of the United States.

(e) Relationship to certain Federal programs

Notwithstanding any other law, if the compensation paid by an eligible crime victim compensation program would cover costs that a Federal program, including the program established under title IV of Public Law 107-42, or a federally financed State or local program, would otherwise pay,

(1) Such crime victim compensation program shall not pay that compensation; and

(2) The other program shall make its payments without regard to the existence of the crime victim compensation program.

Section Twenty-Two. Federal Guidelines: VOCA Grant Program

1. General

27158 Federal Register/Vol. 66, No. 95/Wednesday, May 16, 2001/Notices

DEPARTMENT OF JUSTICE

Adopted April 2014

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Office for Victims of Crime [OJP(OVC)–1319]

Victims of Crime Act Victim Compensation Grant Program

AGENCY: Office for Victims of Crime, Office of Justice Programs, Justice.

ACTION: Final program guidelines.

SUMMARY: The Office for Victims of Crime (OVC), United States Department of Justice (DOJ) is publishing Final Guidelines to implement the crime victim compensation grant program as authorized by the Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601, et seq., hereafter referred to as VOCA.

EFFECTIVE DATE: These Final Guidelines are effective upon publication in the Federal Register or until reissuance by OVC.

FOR FURTHER INFORMATION CONTACT:

Carol R. Watkins, Director, State Compensation and Assistance Division, Office for Victims of Crime 810 Seventh Street, NW., Washington, DC 20531; phone: (202) 514-4696. (This is not a toll-free number). E- mail:watkinsc@ojp.usdoj.gov

SUPPLEMENTARY INFORMATION: *The Victims of Crime Act (VOCA) authorizes federal financial assistance to states for the purposes of compensating and assisting crime victims, funding training and technical assistance, and serving victims of federal crimes.*

2. *These Final Guidelines provide information specifically for the administration and implementation of the VOCA crime victim compensation grant program as authorized in section 1403 of VOCA, Public Law 98-473, as amended, codified at 42 U.S.C. 10602.*

These VOCA Final Guidelines are outlined as follows:

I. Definitions

II. Background

III. Funding Allocations

IV. State Eligibility Criteria

V. State Certification

VI. Application Process and Performance Reporting

VII. Administrative Costs

VIII. Financial Requirements

IX. Monitoring

X. Suspension and Termination of Funding

I. Definitions

For purposes of these Final Guidelines, the following terms are defined:

A. Driving While Intoxicated. This includes drunk driving and driving under the influence of alcohol and/or other drugs. Specific definitions may be provided by state statutes, written rules, or other established policies.

B. Federal Crime. A federal crime is any crime that is a violation of the United States Criminal Code or violation of the Code of Military Justice. In general, federal crimes are investigated by federal law enforcement agencies, including the Federal Bureau of Investigation (FBI), Drug Enforcement Administration (DEA), Bureau of Alcohol, Tobacco and Firearms (BATF), U.S. Postal Service (USPS), Department of Interior (DOI), U.S.

Secret Service (USSS), U.S. Customs Service (USCS), and Immigration and Naturalization Service (INS). Federal crimes are prosecuted in Federal District Courts by U.S. Attorneys and the U.S. Department of Justice Criminal Division. Examples of Federal crimes include, but are not limited to:

- 1. Crimes against Federal officials*
- 2. Crimes that take place on Federal property, including national parks and military bases, certain maritime and territorial jurisdictions, and buildings owned or leased by the Federal Government*
- 3. Bank robberies where the bank is insured or otherwise secured by the Federal Government*
- 4. Crimes affecting interstate activities, such as kidnapping, interstate domestic violence, and fraud via U.S. mail, telephone, or wire*
- 5. Crimes occurring in Indian Country or on reservations, where the Federal Government has criminal jurisdiction*
- 6. Trafficking of persons*

C. Federal Program, or a federally financed State or local program is a program that provides third party reimbursement for victim expenses and includes such funding sources as Medicaid, Medicare, and CHAMPUS or provides direct Federal appropriations for organizations that provide direct services such as Indian Health Service and the Veterans' Administration.

D. Mass Violence occurring within or outside the United States. The term mass violence is not defined in VOCA or in any statute amending VOCA nor is it defined in the U.S. Criminal Code. Thus, OVC has developed a working definition of this term. The term mass violence means an intentional violent criminal act, for which a formal investigation has been opened by the Federal Bureau of Investigation or other law enforcement agency, that results in physical, emotional or psychological injury to a sufficiently large number of people as to significantly increase the burden of victim assistance and compensation for the responding jurisdiction. If there is a discrepancy between the definition provided in these Final Guidelines and the Antiterrorism and Emergency Fund Guidelines for Terrorism and Mass Violence Crimes, the definition in the Antiterrorism and Emergency Fund Guidelines takes precedence.

E. Mental Health Counseling and Care. Mental health counseling and care mean the assessment, diagnosis, and treatment of an individual's mental and emotional functioning. Mental health counseling and care must be provided by a person who meets state standards to provide these services.

F. Property Damage and Loss. Property damage is damage to material goods. Property loss is destruction of material goods or loss of money, stocks, bonds, etc. Property damage does not include damage to prosthetic devices, eyeglasses, other corrective lenses, dental devices, or other medically related devices.

G. Restitution. Restitution is payment made by the offender to the victim who was injured in the crime, to the legal guardian of a vulnerable adult or child victim, or to beneficiaries of

the victim of homicide. Restitution does not refer to the general collection of fines, fees, and other penalties from offenders that provide basic revenue for a compensation program and are not attributable to reimbursement of payouts on a specific claim.

H. State. The term state includes the 50 states, the District of Columbia, the U.S. Virgin Islands, Guam, Puerto Rico and any other possession or territory of the United States.

I. Terrorism occurring within the United States. The term terrorism means an activity that... (1) involves a violent act or an act dangerous to human life that is a violation of the criminal laws of the United States or of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or any State; and (2) appears to be intended ... (a) to intimidate or coerce a civilian population, (b) to influence the policy of a government by intimidation or coercion, or (c) to affect the conduct of a government by assassination or kidnapping (18 U.S.C. 3077).

J. Terrorism Occurring Outside the United States. The Antiterrorism and Emergency Reserve Fund Guidelines for Terrorism and Mass Violence Crimes.

In any fiscal year in which Fund deposits are greater than the amount deposited in fiscal year 1998, an amount equal to 50 percent of the increase in the amount from fiscal year 1998 shall be available for Child Abuse Prevention and Treatment Grants in addition to the base amount of \$10 million. The total amount allocated for Child Abuse Prevention and Treatment grants for any fiscal year refers to the term terrorism, when occurring outside the United States, as international terrorism to mean an activity that... (1) involves a violent act or an act dangerous to human life that is a violation of the criminal laws of the United States or of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or of any State; (2) appears to be intended ... (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by assassination or kidnapping; and (3) occur primarily outside the territorial jurisdiction of the United States, or transcend national boundaries in terms of the means by which they are accomplished, the persons they appear intended to intimidate or coerce, or the locale in which their perpetrators operate or seek asylum (18 U.S.C. 2331).

II. Background

In 1984, VOCA established the Crime Victims Fund (hereinafter referred to as the Fund) in the U.S. Treasury to receive deposits from fines, penalties, and bond forfeitures levied on criminals convicted of federal crimes. The Fund is administered by OVC to support the activities authorized by VOCA. OVC makes annual VOCA crime victim compensation grants from the Fund to eligible states and territories. The primary purpose of these grants is to supplement state efforts to provide financial assistance and reimbursement to crime victims throughout the Nation for costs associated with crime, and to encourage victim cooperation and participation in the criminal justice system. With the exception of most property damage and loss as explained in these Final Guidelines, state crime victim compensation programs may use VOCA compensation grant funds to pay for eligible expenses allowed by state compensation statute, rule, or other established policy.

III. Funding Allocations

A. Distribution. By statute, deposits are to be allocated as follows:

1. *Child Abuse Prevention and Treatment Grants.* Up to \$20 million of the first amounts deposited in the Fund are allocated to Child Abuse Prevention and Treatment Grants. Of these funds, 85 percent are forwarded to the Department of Health and Human Services. The remaining 15 percent is retained by OVC to assist Native American Indian tribes in developing, establishing and operating child abuse programs.

2. *Federal Criminal Justice System.*

Specific amounts are earmarked by Congress annually for improving services for the benefit of crime victims in the Federal criminal justice system.

3. *Remaining Fund Deposits.* The remaining fund deposits are distributed as follows:

a. *Victim Compensation Grants.* Forty-eight and one half percent (48.5%) is available to eligible state programs for crime victim compensation.

b. *Victim Assistance Grants.* Forty-eight and one half percent (48.5%) is available to states for victim assistance grants. Unused funds from the victim compensation portion of the deposits are added to this amount.

c. *Discretionary Grants.* Three percent (3%) is available to OVC for demonstration projects, training and technical assistance grants, and financial support for services to victims of federal crime.

d. *Antiterrorism and Emergency Fund.* If monies in the Fund are sufficient to fully provide VOCA grants to the states, and deposits total 110 percent of the previous fiscal year, or if any funds are deobligated, the OVC director may retain up to \$100 million in an emergency fund. These funds are to be used (1) for Victims of terrorism within and outside the United States and for victims of other mass violence crimes; (2) for supplementing State Compensation and Assistance Programs' basic state compensation and assistance awards at the discretion of the OVC Director; and (3) to pay benefits under the newly authorized international compensation program.

B. *Grant Period.* Victim compensation grant funds are available for expenditure throughout the fiscal year (FY) of the award plus the next three fiscal years. The federal fiscal year (FFY) begins on October 1 and ends on September 30. State crime victim compensation programs may pay compensation claims retroactively to October 1, even though the VOCA grant may not be awarded until later in the fiscal year.

C. *VOCA Victim Compensation Grant Formula.* The Director of OVC is required to make an annual grant to eligible crime victim compensation programs that is equal to 40 percent of the amount awarded by the state program to victims of crime from state revenues during the fiscal year preceding the year of deposits in the Fund (two years prior to the grant year). If the amount in the Fund is insufficient to award each state 40 percent of its prior year's compensation payout from state revenues, all states will be awarded the same reduced percentage of their prior year payout from the available funds. To determine the amount available, each state must submit with its annual application a certification of the amount expended by the crime victim compensation program in the previous federal fiscal year. See Section V. for additional information.

IV. State Eligibility Criteria

A. Grantee. The grantee must be an operational state-administered crime victim compensation program. A new compensation program is entitled to a VOCA grant after it has awarded benefits that can be matched under VOCA. VOCA may not be used as start-up funds for a new state compensation program. In the event that a state chooses to administer its compensation program in a decentralized fashion, the state remains accountable to VOCA for expenditure of these funds.

B. Program Requirements. For a state to meet or maintain eligibility for a VOCA crime victim compensation grant, it must satisfy the following requirements:

1. Compensable Crimes.

(a) VOCA Mandated Crimes. At a minimum, VOCA specifically requires the grantee to offer compensation to crime victims and survivors of victims of criminal violence for certain identified expenses (see below) resulting from physical injury from a compensable crime as defined by the state. VOCA requires that states include as compensable crimes those crimes whose victims suffer death or physical injury as a result of terrorism, driving while intoxicated, and domestic violence. In addition, VOCA requires that states include as compensable crimes those crimes whose victims suffer death or personal injury as a result of the intentional or attempted defacement, damage, or destruction of any religious real property because of (1) its religious character or the obstruction, by force or threat of force, of any person's enjoyment of the free exercise of religious beliefs when the crime is covered by interstate or foreign commerce; (2) the race, color, or ethnic characteristics of any individual associated with the religious property. (b) Coverage of Other Crimes. VOCA places priority on violent crime, but it does not prohibit coverage of nonviolent crime. States may choose to broaden the range of compensable crimes to include those involving threats of injury or economic crime where victims are traumatized but not physically injured. In doing so, they may include payments to victims for compensable expenses for these crimes on the state's certification of funds expended for the compensation program.

2. Compensable Expenses.

(a) VOCA Mandated Expenses. At a minimum, VOCA requires states to award compensation for the following expenses when they are attributable to a physical injury resulting from a compensable crime:

- i. Medical Expenses. This may include eyeglasses and other corrective lenses, dental services, prosthetic or other devices, and other services rendered in accordance with a method of healing recognized by state law.*
- ii. Mental health counseling and care.*
- iii. Lost wages.*
- iv. Funeral expenses attributable to a death resulting from a compensable crime.*

(b) Other Allowable Expenses. State grantees may offer compensation for other types of expenses as authorized by state statute, rule, or other established policy.

(i) Property Damage and Loss.

Amounts awarded for property damage and loss cannot be included in the amount

certified as a basis for the award of VOCA compensation grants except as listed under Section IV.B.2(b)(ii)4&5 of these Final Guidelines.

(ii) In addition to VOCA mandated expenses, other allowable expenses may be included in the certified payout amount such as:

- 1. Travel and transport for survivors of homicide victims to secure bodies of deceased victims from another country or state.*
- 2. Temporary lodging.*
- 3. Necessary building modification and equipment to accommodate physical disabilities resulting from a compensable crime.*
- 4. Replacement costs for clothing and bedding held as evidence.*
- 5. Replacement or repair of windows and locks.*
- 6. Crime scene cleanup, as defined by state statute, rule or other established policy. Crime scene cleanup does not include replacement of lost or damaged property, except for locks and windows, and for clothing and bedding held as evidence.*
- 7. Attorneys' fees related to a victim's claim for compensation, for establishing guardianship, settling estates, and other activities related to the crime.*
- 8. Payments related to forensic sexual assault examinations (1) If such payments are made from funds administered by the compensation programs and are allowable under state statute, rule, or other established policy; and (2) to the extent that other funding sources such as state appropriations specifically earmarked for these exams are unavailable or insufficient.*
- 9. Dependent care to allow victims to participate in criminal justice activities or secure medical treatment and rehabilitation services.*
- 10. Financial counseling services for victims of economic crime, domestic violence, survivors of homicide victims, and other victims faced with financial difficulty as a result of a crime. Allowable activities provided to crime victims by financial counselors include but are not limited to: analysis of a victim's financial situation such as income producing capacity and crime related financial obligations; assistance with restructuring budget and debt; assistance in accessing insurance, public assistance and other benefits; assistance in completing financial impact statements for criminal courts; and assistance in settling estates and handling guardianship concerns. Financial counseling must be provided by a person who meets state standards for provision of this service.*
- 11. Pain and suffering.*
- 12. Annuities for loss of support for children of victims of homicide.*
- 13. Victim Cooperation With Law Enforcement. Crime victim compensation programs must promote victim cooperation with the reasonable requests of law enforcement authorities. State crime victim compensation programs maintain the authority and discretion to establish their own standards for victim cooperation with the reasonable requests of law enforcement. VOCA's cooperation with the reasonable requests of law enforcement requirement may be fulfilled by using the following criteria or by any other criteria the state believes is necessary and acceptable to encourage and document victim cooperation with law enforcement. For example, a state may:
 - a. Require a victim to report the crime to a law enforcement agency;**

- b. Require a victim to report the crime to an appropriate government agency, such as child and/or adult protective services, family court, or juvenile court;*
- c. In the case of a child or a vulnerable adult, accept a crime report to law enforcement or to a child or adult protective services agency from a mandated reporter or other person knowledgeable about the crime;*
- d. Accept proof of the completion of a medical evidentiary examination, such as medical reports, x-rays, medical photographs, and other clinical assessments as evidence of cooperation with law enforcement.*

14. Nonsupplantation. The state must certify that grants received under VOCA will not be used to supplant state funds otherwise available to provide crime victim compensation benefits or to administer the state crime victim compensation program. States may not decrease their financial commitment to crime victim compensation solely because they are receiving VOCA funds for the same purpose. Expenditure of VOCA funds received based on state certified payouts from previous years does not constitute supplantation.

15. Compensation for Residents

Victimized Outside Their Own State. A state must provide compensation to state residents who are victims of crimes occurring outside the state if the crimes would be compensable crimes had they occurred inside that state and the crimes (1) occurred in a state without an eligible VOCA crime victim compensation program, or (2) in cases of terrorism, occurred outside the territorial jurisdiction of the United States. The state must make these awards according to the same criteria used to make awards to those who are victimized while in the state. 6. Compensation for Nonresidents of a State. The state, in making awards for compensable crimes occurring within the state, must make compensation awards to nonresidents of the state on the basis of the same criteria used to make awards to victims who are residents of the state. 7. Victims of Federal Crime. The state must provide compensation to victims of federal crimes occurring within the state on the same basis that the program provides compensation to victims of state crimes. 8. Unjust Enrichment. States cannot deny compensation to a victim based on the victim's familial relationship to the offender or because the victim shares a residence with the offender. States must adopt a rule or other written policy to avoid unjust enrichment of the offender, but it cannot have the effect of denying compensation to a substantial percentage of victims of violence perpetrated by family members or others with whom the victim shares a residence. In developing a rule, or other written policy, states are encouraged to consider the following:

- a. The legal responsibilities of the offender to the victim under the laws of the state and collateral resources available from the offenders to the victim. For example, legal responsibilities of the offender may include court-ordered restitution or family support under the domestic, marital property or child support laws of the state. Collateral resources may include insurance or pension benefits available to the offender to cover the costs incurred by the victim as a result of the crime. Victims of family violence must not be penalized when collateral sources of payment are not*

viable. Examples of such situations include when the offender refuses to, or cannot, pay restitution or other civil judgments within a reasonable period of time or when the offender impedes direct or third party (i.e., insurance) payments.

b. Payments to victims of family violence that only minimally or inconsequentially benefit offenders. These payments are not considered unjust enrichment. For example, denial of medical or dental expenses solely because the offender has legal responsibility for the charges, but is unwilling or unable to pay them, could result in the victim not receiving treatment. When indicated, the state has the option of seeking reimbursement from the offender.

c. Consultation with social services and other concerned government entities, and with private organizations that support and advocate on behalf of victims of violence perpetrated by family members.

d. The special needs of child witnesses to violence and child victims of criminal violence, especially when the perpetrator is a parent who may or may not live in the same residence.

9. Discrimination Prohibited. No person shall on the grounds of race, color, religion, national origin, disability, or sex, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under VOCA. States must comply with these VOCA nondiscrimination requirements, the Federal civil rights statutes and regulations cited in the Assurances that accompany the grant award document, and all other applicable civil rights requirements. States with decentralized operations must assure that all operations comply with these requirements.

10. Additional Information Requested by the OVC Director. The state must provide other information and assurances as the Director of OVC may reasonably require.

VOCA Funds and Collateral Federal Programs

1. Means Testing. Federal, state, or local government programs that use federal funds are prohibited from including victim compensation benefits when determining income eligibility for an applicant, until the total amount of medical or other assistance that the applicant receives from all programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime. VOCA requires this policy when an applicant needs medical or other assistance, in full or in part, because of the commission of a crime against the applicant. VOCA gives the OVC Director authority to determine whether such medical or other assistance is necessary to an applicant for victim compensation because of the commission of a crime against the applicant. Through these Final Guidelines, the Director's authority is delegated to state VOCA crime victim compensation administrators.

2. Payer of Last Resort. The compensation program is the payer of last resort with regard to federal or federally financed programs. When a victim is eligible to receive benefits from a federal program such as Veterans' benefits, Medicare, and Social

Security Disability or federally financed state or local program, such as Medicaid the state compensation program shall not use VOCA funds to pay costs that another federal or federally financed program covers. The federal or federally financed program must make payments without regard to benefits awarded to a crime victim by a state crime victim compensation program. To facilitate victim access to other funding resources, OVC recommends that VOCA compensation administrators coordinate their activities and provide appropriate referrals to other programs that provide financial assistance and services to crime victims, whether funded by federal, state or local governments. Examples of such programs include worker's compensation, vocational rehabilitation, and VOCA victim assistance subgrantee programs. Outreach to other programs can result in mutual understanding of eligibility requirements, application processing, time lines, and other program specific requirements. As payer of last resort, it is in the compensation program's discretion to make exception for victim needs that are not adequately met by collateral sources. Additionally, this provision does not mandate that states require victims to apply for or use other federally funded programs prior to accessing the crime victim compensation program.

V. State Certifications State grantees must provide information about crime victim compensation claim payouts including all available funding sources, deductions, and recovery costs on a certification form provided by OVC. The Office of Budget and Management Services, Office of Justice Programs, uses this information to calculate allocations for VOCA eligible crime victim compensation programs. A. Program Revenue. States must report on the certification form all sources of revenue to the crime victims compensation programs during the federal fiscal year. In some instances, funds are made available to the crime victim compensation programs from other departments or agencies, from supplemental appropriations, donations, or unspent funds carried over from prior years. The amount of certified revenue, excluding VOCA funds, but including all other sources, including carried over funds, must meet or exceed the amount of certified payments to crime victims. B. Program Expenditures. The total amount to be certified by the state program must include only those amounts paid from state funding sources that are allowable under Section IV.B.1&2 to, or on behalf of, crime victims during the federal fiscal year (October 1 to September 30).

C. Amounts to be Excluded.

Compensation for property damage or loss except for items found in Section IV.B.2.(b)ii.4&5 of these Final Guidelines; audit costs; personnel costs; costs related to the collection of offender fines, fees, penalties, and other revenues that provide basic program funding; and, any other program administrative costs.

D. Deductions. Deductions are receipts or refunds that offset or reduce expense items that are allocable to a particular crime victim compensation claim. These include funds received through a state's subrogation interest in a claimant's civil law suit recovery, restitution, refunds, or other reimbursements. For purposes of applicable credits, the term restitution means payment made by the offender to the victim who was injured in the crime, to the legal guardian of a vulnerable adult or child, or to beneficiaries of the victim of homicide. Restitution does not refer to the costs of general collection of fines, fees and other penalties

from offenders that provides the basic revenue for the compensation program and are not attributable to reimbursement of payouts on a specific claim. Refunds include amounts from overpayment, erroneous payments made to claimants, and uncashed checks. Additional guidance regarding applicable credits can be found in OMB Circular A-87, Cost Principles for State and Local Governments.

F. Recovery Costs. Salary and benefits costs for personnel directly involved in recovery efforts may be offset against the amount of income received from such reimbursement. Recovery efforts are those activities that are directly attributable to obtaining restitution, refunds, and other reimbursements for the expenses of specific crime victims who have received compensation from the state program. Expenses shall be limited to the percentage of those salaries and benefits incurred by the state for individual employees whose primary responsibilities (not less than 75 percent of each individual employee's work time) are directly and specifically related to recovering restitution and other reimbursements on behalf of compensated victims. Additional allowable recovery costs are garnishment fees, service of legal documents, costs of legal publication, and subpoena fees related to collecting reimbursements. Recovery costs cannot be claimed for employees whose salary and benefits are derived from federal administrative grant funds. Recovery costs do not include the collection of fines, fees, and other penalties that provide the basic revenue for the compensation program and are not identifiable to reimbursement of payouts on a specific victim claim.

G. Sources of Payments to Crime Victims. There is no financial requirement that state compensation programs identify the source of individual payments to crime victims as either federal or state dollars, nor are there any requirements that restitution recoveries or other refunds be tracked to federal or state dollars paid out to the victim.

H. Incorrect Certifications. If it is determined that a state has made an incorrect certification of payments of crime victims compensation from state funding sources and a VOCA crime victim compensation grant is awarded in error, one of the following two courses of action will be taken:

1. Overcertification. In the event that an overcertification comes to the attention of OVC or the Office of the Comptroller, OJP, the necessary steps will be taken to recover funds that were awarded in error. OVC does not have the authority to permit states to keep amounts they were not entitled to as a result of overcertification. Generally, it is the policy of OVC to reduce the amount of the subsequent year VOCA victim compensation award by the amount of the overpayment.

2. Undercertification. If a state undercertifies amounts paid to crime victims, OVC and the Office of the Comptroller, OJP, will not supplement payments to the state to correct the state's error since this would require recalculating allocations to every state VOCA compensation and assistance program and cause disruption in administration of these programs.

VI. Application Process and Performance Reporting

A. *Application for Federal Assistance.*

Each year, OVC issues to each eligible state an application package that contains the necessary forms and detailed information required to apply for VOCA crime victim compensation grant funds. The amount for which each state may apply is included with the application package. States shall use the Standard Form 424, Application for Federal Assistance, and its attachments to apply for VOCA victim compensation grant funds. Applications for VOCA crime victim compensation grants may only be submitted by the state agency designated by the governor to administer the VOCA victim compensation program and grant. Completed applications must be submitted on or before the stated deadline, as determined by OVC. If an eligible state fails to apply for its crime victim compensation allocation by the prescribed deadline, OVC will redistribute federal VOCA crime victim compensation dollars to the VOCA victim assistance grant program, after all states have received the statutorily prescribed percentage of their prior years' payout.

B. *Annual Performance Report.*

States receiving VOCA crime victim compensation grant funds must submit an annual OVC Performance Report. The Performance Report is due January 15 of each year for the preceding federal fiscal year.

VII. *Administrative Costs*

A. *Administrative Costs Allowance.*

VOCA allows states to use up to 5 percent of crime victim compensation grant funds for administering the crime victim compensation grant program. Any portion of the allowable 5 percent that is not used for administrative purposes must be used for awards of compensation to crime victims. The intent of this provision is to support and advance program administration in all operational areas including claims processing, staff development and training, public outreach, and program funding by supporting activities that will improve program effectiveness and service to crime victims.

If a state elects to use up to 5 percent of the VOCA compensation grant for administrative purposes, only those costs directly associated with administering the program, enhancing overall program operations, and ensuring compliance with federal requirements can be expended with administrative grant funds. State grantees are not required to match the portion of the grant that is used for administrative purposes. The state administrative agency may charge a federally approved indirect cost rate to this grant, but this cost is capped by the limits of these 5 percent administrative funds.

States must certify that VOCA funds used for administrative purposes will not supplant state or local funds but increase the amount of funds available for administering the compensation program. For the purpose of establishing a baseline level of effort, states must maintain documentation on the overall administrative commitment of the state prior to their use of VOCA administrative grant funds. State grantees will not be in violation of the nonsupplantation clause if there is a decrease in the state's previous financial commitment

toward the administration of the VOCA grant programs in the following situations:

(1) if serious loss of revenue occurs at the state level, resulting in across-the-board budget restrictions, and

(2) if there is a decrease in the number of state-supported staff positions used to meet the state's effort in administering the VOCA grant programs.

State grantees using administrative funds must notify OVC if there is a decrease in the amount of its previous state financial commitment to the cost of administering the VOCA program. Only staff activities directly related to compensation functions can be funded with VOCA administrative funds. Similarly, any equipment purchases or other expenditures charged to the VOCA administrative funds can be charged only in proportion to the percentage of time used by the compensation program.

B. Allowable Costs.

Allowable administrative costs include but are not limited to, the following:

1. Salaries and benefits for staff and consultant fees to administer and manage the financial and programmatic aspects of the crime victim compensation program. Staff supported by administrative funds under the VOCA crime victim compensation grant must work directly for the compensation program in the same proportion as their level of support from VOCA grant funds. If the staff performs other functions unrelated to the provision of compensation to crime victims, the proportion of time spent working on the compensation program must be documented using some reasonable method of valuation at regular measurable intervals, e.g., time and attendance records. The documentation must provide a clear audit trail for the expenditure of grant funds. Temporary or periodic personnel support, such as qualified peer reviewers for medical and mental health claims, and data processing support services are also allowable. These services may be obtained through means deemed acceptable by state administrative procedures.

2. Training and technical assistance includes attendance at training and technical assistance meetings and conferences that address issues relevant to state administration of victim compensation programs. Allowable costs may include travel, registration fees, and other such expenses.

3. Monitoring compliance with federal and state requirements.

4. Automation, including the study, design, and implementation of claims processing and other relevant systems; purchase and maintenance of equipment for the state grantee, including computers, software, FAX machines, copying machines, and TTYs; and services required to support the use of technology to enhance services to crime victims.

5. Training to victim services providers, criminal justice personnel, and health, mental health and social services providers about the crime victim compensation program.

6. *Memberships in crime victim organizations and victim-related informational materials.*

7. *Prorated program audit costs for the crime victim compensation program.*

8. *Indirect costs at a federally approved rate that, when applied, does not exceed the 5 percent administrative cost allowance.*

9. *Participation in improving coordination efforts on behalf of crime victims with other federal, state, and local agencies and organizations. This includes development of protocols, policies, and procedures that promote coordination of victim compensation with other financial and victim service programs that improve responses to crime victims. Such participation includes the development and coordination of criminal crisis response teams.*

10. *Informational materials including development of applications, brochures, posters, training manuals and other relevant publications that describe the compensation application process, eligibility criteria, and the range of benefits available for crime victims. This includes related printing costs.*

11. *Development of strategic and financial plans, conduct of surveys, and needs assessments, survey of victim satisfaction with the program, and employment of geographic information systems (GIS) technology for planning.*

12. *Toll-free telephone numbers, Internet access to claim information, and other such program enhancements.*

C. Requirements to Notify OVC of Use of Administrative Funds. State grantees that elect to use administrative funds under the VOCA compensation grant are required to include with their annual application, notification of their intent to use administrative funds, the percentage of funds, and the purposes for which they will be used. Grantees will be expected to include in their annual performance report, documentation of actual use of administrative funds.

*D. Confidentiality of Research Information. Except as otherwise provided by federal law, no officer or employee of the Federal Government or recipient of monies under VOCA shall use or reveal any research or statistical information gathered under this program by any person, and identifiable to any specific private person, for any purpose other than the purpose for which such information was obtained, in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. This provision is intended, among other things, to assure confidentiality of information provided by crime victims to employees of VOCA-funded victim compensation programs. However, there is nothing in VOCA or its legislative history to indicate that Congress intended to override or repeal, in effect, a state's existing law governing the disclosure of information, which is supportive of VOCA's fundamental goal of helping crime victims. For example, this provision would not act to override or repeal, in effect, a state's existing law pertaining to the mandatory reporting of a suspected child abuse. See *Pennhurst State School and Hospital vs. Halderman, et al.*, 451 U.S. 1 (1981).*

VIII. Financial Requirements

As a condition of receiving a grant, states must agree to ensure adherence to the general and specific requirements of the OJP Financial Guide (effective edition) and all applicable OMB Circulars and Common Rules. This includes the maintenance of books and records in accordance with generally accepted government accounting principles.

For copies of the OJP Financial Guide, call or write the OJP Office of the Comptroller, 810 7th Street NW., Washington, DC 20531, Customer Service Center 1/800-458-0786; or visit the website at: www.ojp.usdoj.gov/FinGuide/ IX. Monitoring A. Office of the Comptroller/General Accounting Office/Office of the Inspector General. The U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller; the General Accounting Office; and the U.S. Department of Justice, Office of the Inspector General, conduct periodic reviews of the financial policies and procedures and records of VOCA state grantees. Therefore, upon request, states must provide authorized representatives with access to examine all records, books, papers, case files, or other documents related to the expenditure of funds received under this grant.

B. Office for Victims of Crime. OVC conducts onsite monitoring in accordance with its monitoring plan. While on the site, OVC personnel review various documents and files including (1) Program manuals; (2) procedures; (3) program reports; (4) claimant application, eligibility requirements, and determination and appeal process; (5) a random sampling of victim compensation claim files; and (6) other applicable state records and files. Grantees are notified in writing of their compliance with requirements of VOCA.

X. Suspension and Termination of Funding

If, after reasonable notice to the grantee, OVC finds that a state has failed to comply substantially with the following: VOCA, the state's application for funding, the OJP Financial Guide Crime Victim Compensation Grant Program Guidelines, or any implementing regulation or federal requirements, the OVC Director may suspend or terminate funding to the state and/or take other appropriate action. Under the procedures of 28 CFR part 18, states may request a hearing on the record on the justification for the suspension and/or termination of VOCA funds.

Brian Sandoval
Governor



Julia Teska
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: April 10, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Julie Strandberg, Budget Analyst 

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 PUBLIC SAFETY– DIVISION OF EMERGENCY MANAGEMENT
Clark County Flood

Agenda Item Write-up:


Pursuant to NRS 353.2755, the Division of Emergency Management on behalf of Clark County is requesting additional time to the original extension due to the time needed to identify all costs associated with the flood damage repairs and to identify potential insurance claim offsets to the various departments and agencies with damage to structures and facilities. Clark County respectfully requests a fourth and final extension of time from June 30, 2014 to September 28, 2014.

Additional Information:

At their January 14, 2014 meeting, the Board of Examiners approved an extension to June 30, 2014; however, additional time is being requested, due to the numerous public facilities and infrastructure that experienced damage. Several agencies and county departments were impacted, and are still assessing and collecting costs associated with the damage repair or replacement. In addition, this extension will allow ample time for the Division of Emergency Management, Budget Division, and the Department of Taxation to complete the review process.

Statutory Authority:

Pursuant to NRS 353.2755 (2) the initial request for a grant or loan from the Disaster Relief Fund must be submitted within 60 days after the disaster and include specific information mentioned in statute. Any additional information requested by the State Board of Examiners must be submitted within 6 months after the disaster, which was March 11, 2013, unless the State Board of Examiners and the Interim Finance Committee grant an extension.

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

Brian Sandoval
Governor



James M. Wright
Director

Christopher B. Smith
Chief

**Division of Emergency Management
Homeland Security**

2478 Fairview Drive
Carson City, Nevada 89701

Telephone (775) 687-0300 • Fax (775) 687-0322 • <http://dem.state.nv.us/>

April 8, 2014

Ms. Julie Strandberg
Budget Analyst
Department Of Administration
209 E. Musser St.
Carson City, NV 89701

Dear Ms. Strandberg:

Subject: Time extension with regards to the submission of an application for the Nevada Disaster Relief Account Funding – Clark County Severe Storm and Flooding Event on September 11, 2012.

The Nevada Division of Emergency Management (NDEM), on behalf of Clark County, requests a time extension for the submission of the Nevada Disaster Relief Account Fund (DRA) application and supporting documentation. This request is for the reimbursement of expenditures incurred in responding to, and the repair of, damaged property as a result of the September 11, 2012, severe storm and flooding.

Because of the extensive cost incurred by Clark County, and its various departments and agencies, Clark County is still in the process of collecting data on the cost of their response and the damaged property. Please see the attached letter from Clark County requesting additional time to complete the DRA application.

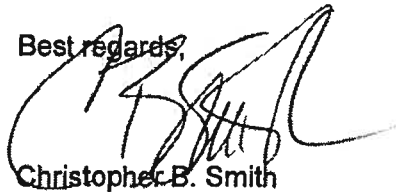
At this time we are asking that an extension be granted for the completion and submittal of the final funding application no later than ninety days from the last extension approval date, which was June 30, 2014. The new extension deadline date would be September 28, 2014. This will allow Clark County, NDEM, Department of Administration and Department of Taxation the ability to complete their respective DRA application reviews.

Ms. Julie Strandberg
Page 2
May 17, 2013

NDEM is committed to continue working closely with all of the parties involved in refining the true costs, and respectfully request an extension of the DRA.

Thank you for your consideration of this request. If you have any questions, please contact Rick Martin at (775) 687-0306, or Ron Hood at (775)687-0319.

Best regards,



Christopher B. Smith

CBS/rh/cm

Enclosures

cc: Rick Combs, Director, Legislative Council Bureau



Fire Department

575 E Flamingo Rd · Las Vegas NV 89119
(702) 455-7311 · Fax (702) 734-6111

Bertral Washington, Fire Chief
Erik Newman, Sr. Deputy Fire Chief
Jon Klassen, Deputy Fire Chief John Steinbeck, Deputy Fire Chief
Kelly Blackmon, Deputy Fire Chief

April 8, 2014

Christopher Smith, Chief
Division of Emergency Management and
Homeland Security
State of Nevada
2478 Fairview Drive
Carson City, NV 89701

Re: Clark County Severe Flooding Disaster Relief Account Application – Extension of Time

Dear Chief Smith:

This letter is to request an extension of time to file a formal application on behalf of Clark County and other agencies affected by the September 11, 2012 flooding in Las Vegas, Nevada. Clark County previously filed a Notice of Intent to Apply and we were granted until September 11, 2013 to file a formal application with our documented request for relief. Subsequently, we were granted a second extension of time through March 31, 2014, as well as a third extension of time to June 30, 2014. The application from Clark County is nearing completion, but there is likely insufficient time for the Nevada Division of Emergency Management to complete its review prior to June 30, 2014.

As you are aware, several areas within both urban and rural Clark County experienced flood damage. As a result of the floods, numerous public facilities and infrastructure experienced significant damage to public facilities. It has been a lengthy challenge to identify costs and insurance offsets associated with the significant flood damage to public facilities.

We respectfully request a final extension of at least ninety (90) days beyond June 30, 2014 to allow NDEM to review the application and submit it for final state approval. Thank you for consideration of this request. If you have any questions or require further documentation, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "John Steinbeck".

John Steinbeck
Deputy Fire Chief/Emergency Manager

cc: Richard Martin
Recovery and Mitigation Supervisor
Ron Hood
Recovery and Mitigation Officer

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 086

Department: Department of Administration

Division: Administrative Services Division

Appointing authority: Evan Dale

Agency contact: Evan Dale, 775-684-0281, edale@admin.nv.gov

Budget Division Analyst: Stacey Johnson, 775-684-0239, s_johnson@admin.nv.gov

Proposed BOE date: 04/08/2014

1. Reason/purpose for requested change:

This change will reduce administrative burden and expedite processing for State employees and contractors. In addition, this change will reduce postage and other carrier expenses.

2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

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

This change will reduce administrative burden for State employees and contractors as well as reduce carrier expenses.

Currently, SAM requires three copies of a contract for BOE. All three copies must bear original "wet" signatures from all parties. As a result, the process must allow for transit time and carrier expenses to route the documents to all parties. In addition, it's not unusual for a party to omit one or more copies thus causing additional delay.

On occasion, the signature routing process causes an agency to miss the submittal deadline for the target BOE meeting. Such events effectively delay the underlying project by at least one month. This change will substantially ease that burden.

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

Postage and carrier expenses will be lower.

5. Proposed effective date:

Upon approval of the Board of Examiners.

BOARD OF EXAMINERS APPROVAL DATE: _____

(for BOE use only)

Agency Code: 080

Department: Administration

Division (if applicable): Budget

Appointing authority: Julia Teska

Agency contact (name, phone and e-mail): Mike Torvinen, 684-0226, mjtorvinen@admin.nv.gov

Budget Division Analyst (name, phone and e-mail): Statewide SAM policy - Affects all Budget Analysts

Proposed BOE date: May 2014

Proposed effective date: Upon approval

1. Reason/purpose for requested change:

This is a recommended change to SAM 0328 Lease Contracts. Currently SAM is not consistent with statute in regards to operating leases and whether they require approval by the BOE. There is a specific exemption from required BOE approval for capital leases and installment contracts.

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

The recommended changes will clarify the proper treatment of operating leases and provides a specific reference to the controlling NRS.

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

No

4. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed). (**please provide requested change as an attachment**):

See Attached

BOARD OF EXAMINERS APPROVAL DATE: _____

(for BOE use only)

0324 Independent Contract Review Procedure

The following procedures should be adhered to when submitting a contract for review:

1. Contracts should be submitted to the Clerk of the Board of Examiners by the deadline established by the Clerk and disseminated to State agencies via agency memorandums.
2. Each contract must include a clause that specifically states that the State is not obligated under the agreement before approval by the Board of Examiners.
3. The contract should consist of the Attorney General's approved contract form for independent contractors, the State's solicitation and the successful vendor's proposal. Any negotiated items or clarifications should be reduced to writing and incorporated into the contract document as a separate attachment. It is important, when listing the order of the attachments within a contract, to give consideration to the order of precedence to prevent potential conflict in the terms.
4. Three copies of the contract must be submitted; each copy must *include ~~have the original~~ signatures of the Attorney General or representative, the responsible agency representative and the contractor. *The signature requirement may be met in counterparts and with facsimile and/or electronically scanned copies of the signature page.* Contract distribution is as follows: one copy for the Fiscal Analysis Division of the Legislative Counsel Bureau; one copy to be returned to the agency; and one copy for the independent contractor. Access to all submitted proposals shall be made available by the soliciting agency and will be retained for the life of the contract or six (6) years, or for a period of time as determined by the soliciting agency's records retention schedule, whichever is longer.*

0328 Lease Contracts

State Offices - The Administrator of the State Public Works Division has the authority to lease and equip office ~~rooms~~ *space* outside of State buildings whenever sufficient *office* space cannot be provided within State buildings. No such *office space* lease may extend beyond the term of one (1) year unless it is reviewed and approved by the Board of Examiners *regardless of the total cost*. (NRS 331.110). *The exception is leased space used strictly for storage. In this instance, agencies may directly negotiate their own leases and they are subject to the same approval thresholds as operating leases.* The Attorney General shall approve each lease entered into pursuant to this section as to form and compliance with law.

Land - The Division of State Lands acquires and holds all lands and interests in land owned or required by the State except:

1. Lands or interests used or acquired for highway purposes;
2. Lands or interests the title to which is vested in the Board of Regents of the Nevada System of Higher Education.
3. Office buildings leased by the Administrator of the State Public Works Division; or
4. Lands used or acquired for the Legislature or its staff.

Equipment - The Purchasing Administrator has sole authority to contract for equipment unless otherwise specifically provided by law (NRS 333.150). Agencies requiring equipment lease contracts should contact the Purchasing Division. (SAM 1500)

NRS 353.500 to NRS 353.630 outline provisions of law related to the purchase of real or personal property via installment purchase agreements or lease-purchase agreements. These agreements contemplate the State taking ownership of the property at the end of the agreement term. Lease-purchase agreements are also referred to as capital leases. NRS 353.580 exempts these types of agreements from Board of Examiners approval.

Conversely, an operating lease agreement is an agreement where ownership of the property does not transfer to the State at the end of the agreement term. Operating leases are not exempt from Board of Examiners approval.

Lease contracts must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force. ~~Lease contracts ranging in cost from zero to \$1,999 require approval of the agency head; lease contracts ranging in cost from \$2,000 to \$9,999 require the approval of the Clerk of the Board of Examiners, or designee, on behalf of the Board of Examiners; lease contracts totaling \$10,000 or more require the approval of the Board of Examiners.~~ *Operating leases ranging in cost from zero to \$1,999 require approval of the agency head; operating leases ranging in cost from \$2,000 to \$49,999 require the approval of the Clerk of the Board of Examiners, or designee, on behalf of the Board of Examiners; operating leases totaling \$50,000 or more require the approval of the Board of Examiners.*

If a lease contains an option to take ownership of the property at some later date but the decision to take ownership has not been made, the lease should be treated as an operating lease and forwarded to the Board of Examiners for approval in accordance with the thresholds contained in this section.

A Contract Summary Form must accompany all operating leases submitted for review and approval.

0336 Amendments to Contracts

All contracts requiring Board of Examiners' review may be amended if such an amendment is deemed to be in the best interest of the State. Amendments include, but are not limited to, additional money or time required to complete the scope of work of the of the contract, any change in the basis of payment for the contract or any substantive change to the scope of work which would affect the anticipated results of the contract.

Except for those contracts waived under SAM 0326, all amendments to contracts require Board review and approval. Such review may determine that it is in the best interest of the State to have a new contract with another contractor rather than amend the contract with the current contractor. The Clerk or his 32 designee may, on behalf of the Board, approve amendments that which extend the time of the contract with no additional money and amendments that increase the contract by less than \$10,000. Amendments increasing the total amount of the contract above \$50,000 will need to be submitted to the Board of Examiners. The Clerk may also approve contract amendments that change the scope of work if such a change is deemed to not adversely affect the State's interest.

All amendments must include language that clearly identifies the applicable change/revision; i.e., amount of monetary increase and new maximum amount, change of effective/termination date from 00/00/00 to 00/00/00, etc.

Amendments should be submitted in the following format: one copy of the amendment with a copy of the original contract, complete with any prior amendments to the contract and all attachments (e.g. the State's solicitation, contractor's response, etc.) attached as Exhibit A. All remaining copies of the amendment should be submitted with a copy of the original contract and any prior amendments attached as Exhibit A.

Three copies of the amendment must be submitted for Board of Examiners' approval. Each copy must *include* ~~have the original~~ signatures of the Attorney General or representative, the responsible agency representative and the contractor. *The signature requirement may be met in counterparts and with facsimile and/or electronically scanned copies of the signature page.* Contract distribution is as follows: One copy for the Fiscal Analysis Division of the Legislative Counsel Bureau; one copy to be returned to the agency; and one copy for the independent contractor.

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 080

Department: Administration

Division (if applicable): Enterprise Information Technology Services

Appointing authority: Julia Teska

Agency contact (name, phone and e-mail): Mike Torvinen, 684-0226, mjtorvinen@admin.nv.gov

Budget Division Analyst (name, phone and e-mail): Statewide SAM Policy – Affects all Budget Analysts

Proposed BOE date: May 2014

Proposed effective date: Upon Approval

1. Reason/purpose for requested change:

This is a proposed change to the Cellular Telephone policy in SAM 1616. The current policy is based upon cellular service plans that are out of date and obsolete.

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

This recommended change recognizes the current technology and the fact many employees have their own personal devices upon which they can access email and other parts of the State's IT infrastructure while not at their workstation. The proposed SAM change dictates that each Department director establish a cellular telephone, tablet, or other mobile device policy based upon their respective Department's needs. The policy recognizes current trends referred to as Bring Your Own Device or BYOD policies being implemented both in the public and private sector. The policy addresses IT security issues and issues regarding the record of the devices use potentially being public records subject to discovery.

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

The proposed revision provides 3 different methods of paying for the cellular telephone/tablet/mobile device; the state pays the entire cost, the state pays an employee a stipend to use the employee's personal device, or the employee voluntarily uses their personal device and receives no reimbursement. For state fiscal years ending June 30, 2014 and June 30, 2015, statewide, the budgeted cell phone costs are \$1.7 million per year. The proposed changes are intended to both update the current policy which is woefully outdated and hopefully see a reduction in State costs for the technology.

- Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed). (**please provide requested change as an attachment**):

See attached

BOARD OF EXAMINERS APPROVAL DATE: _____
(for BOE use only)

1616 Cellular Telephones

~~Personal phone calls are not to be placed or received from State-owned cellular telephones except in an emergency. When personal calls are placed, the employee will reimburse the State within five working days of receipt of the bill from the Division for all costs associated with the personal telephone call.~~

~~The State will reimburse employees for the cost of all State business calls placed from their personal cellular telephone. The State will not reimburse any portion of the monthly service charges associated with personal cellular telephones nor will the State accept any fiscal or legal liability for a personal cellular telephone used for business. Agencies may develop policies limiting or prohibiting employees from making business calls on personal cellular telephones.~~

1616 Cellular Telephones /Tablets/Mobile Devices

Each department of the State of Nevada must develop a cellular telephone, portable tablet, or other mobile device policy that meets the department's specific needs regarding the necessary use of such devices for work-related activities while operating within budget authority, addressing the potential legal issues regarding access to the record of the devices' use, and being compliant with the State's personnel rules associated with requiring employees to be available for contact after their regular working hours. The departmental policy must fully address security issues and must specifically identify criteria to determine eligibility to receive a cellular telephone, portable tablet, or other mobile device at state expense or a stipend for the use of a personal device. There must be a compelling reason directly related to efficiencies to be gained and the employee's job duties and responsibilities that necessitates a cellular telephone, tablet, or other mobile device for business purposes.

There are 3 acceptable methods to provide for employee use of a cell phone, tablet, or other mobile device:

- 1. State issued device – the agency provides the employee with an approved State device pursuant to the state contract for such services and pays the monthly charges directly to the service provider. The device remains the property of the State and the employee must comply with all policies regarding personal use of state devices. If the employee's personal use of the device results in additional costs to the State, the employee must reimburse the State for such charges at least monthly. Agencies must take care to choose the appropriate plan level for the needed use for State purposes. This may include prepaid phones that only include voice services. Upon separation from the agency that issued the device, the employee shall return the device. Departmental policy must include acknowledgement of receipt of device and terms and conditions of use that should be retained in employee file.*

2. *Stipend paid by State for employee using personal device for State purposes – the State pays an employee a monthly stipend to use their personal device to conduct State business. The base plan cost is understood to include cellular telephone, internet, and/or data services. The stipend amount will remain the same regardless of the amount of State business conducted on the personal device. The employee is responsible for contracting with a service provider, paying for any initial plan charges, the cost of the device, and paying the monthly bills. The State is not responsible for any penalties should the employee terminate the contract with the service provider. Because the cellular telephone, tablet or other mobile device is owned personally by the employee, the employee may use the device for both personal and business purposes as needed. Use of the device in any manner contrary to local, state or federal laws will constitute misuse and will result in immediate termination of the stipend. The stipend will be taxable income to the employee and will be reported on their W-2, Wage and Tax Statement. The stipend amount will be established by each Department director when they develop the policy for their respective Department.*
3. *Employee voluntarily uses personal device to conduct State business without compensation.*

Employees must be aware that it is possible the record of use for any device used for State business, could be considered a public record.

Regardless of the reimbursement method used, each employee using a device for State business or connected to the State's IT infrastructure must sign an "Acceptable Use Agreement" and an "Agreement for Use of a Mobile Device." The respective Department policy must be attached to each "Acceptable Use Agreement" and "Agreement for Use of a Mobile Device" and shall be retained in the employee's file.

An agency may rescind a state issued device or stipend at any time if the business necessity or budget authority no longer exists.

Employees are expected to comply with all applicable laws regarding the use of cellular devices while operating a motor vehicle. Each department policy shall include a reference to SAM 1320.

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 084

Department: Department of Administration

Division (if applicable): Fleet Services

Appointing authority: Keith Wells

Agency contact: Keith Wells, 775-684-1883, kdwells@admin.nv.gov

Budget Analyst: John Borrowman, 775-684-0224, borrowman@admin.nv.gov

Proposed BOE date: 04/08/2014

1. Reason/purpose for requested change:
 - To revise SAM to reflect the name change of the State Motor Pool to the Fleet Services Division
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being propose
3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):
 - Changes are required to update SAM with the Fleet Services name change and policy changes.
4. Will recommended change have a fiscal impact (if yes, explain):
 - No
5. Proposed effective date:
 - Upon approval of the April Board of Examiners meeting.

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(for BOE use only)

0204 Board of Examiners' Travel Policy

- State policies may differ and supersede the established federal guidelines or policy. It is the Board of Examiners' policy that travel should be by the least expensive method available when such factors as total travel time, salary of traveler, availability of agency cars or ~~State motor pool~~ *Fleet Services Division* cars, and costs of transportation are considered.

0218 Use of Rental Cars

- The ~~Motor Pool~~ *Fleet Services Division* must be used when available before rental cars for in-state travel. When not available, or when travelling out-of-state, a rental car may be used when rented from companies with which the State has agreements. Visit the Purchasing Division's website at <http://purchasing.state.nv.us> for the names of these companies and the guidelines on how to access these contracts. When renting from these companies, it is not necessary to purchase collision damage waivers, as these protections are already included in the negotiated overriding agreement. Should an employee be required to rent a vehicle outside of these agreements, he/she should, if possible, rent the vehicle using the State facilitated credit card (currently Diners Club), which provides coverage for physical damage to the rented car.

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 084

Department: Department of Administration

Division (if applicable): Fleet Services

Appointing authority: Keith Wells

Agency contact: Keith Wells, 775-684-1883, kdwells@admin.nv.gov

Budget Analyst: John Borrowman, 775-684-0224, borrowman@admin.nv.gov

Proposed BOE date: 04/08/2014

1. Reason/purpose for requested change:
 - To revise SAM to reflect the name change of the State Motor Pool to the Fleet Services Division
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being propose
3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):
 - Changes are required to update SAM with the Fleet Services name change and policy changes.
4. Will recommended change have a fiscal impact (if yes, explain):
 - No
5. Proposed effective date:
 - Upon approval of the April Board of Examiners meeting.

BOARD OF EXAMINERS APPROVAL DATE: _____
(for BOE use only)

0504 Insurance and Self-Insurance

- RENTAL VEHICLES - Vehicles must be rented from companies with whom the Purchasing Division and ~~State Motor Pool~~ *Fleet Services Division* have negotiated overriding agreements. It is not necessary for the agency to purchase additional insurance when renting under those agreements as part of the negotiated contract rates, includes insurance coverage. As such, usage of the negotiated contracts is mandatory. Any agency renting outside those agreements will be responsible for their own insurance coverage and for any accident claims.

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 084

Department: Department of Administration

Division (if applicable): Fleet Services

Appointing authority: Keith Wells

Agency contact: Keith Wells, 775-684-1883, kdwells@admin.nv.gov

Budget Analyst: John Borrowman, 775-684-0224, borrowman@admin.nv.gov

Proposed BOE date: 04/08/2014

1. Reason/purpose for requested change:
 - To revise SAM to reflect the name change of the State Motor Pool to the Fleet Services Division
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being propose
3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):
 - Changes are required to update SAM with the Fleet Services name change and policy changes.
4. Will recommended change have a fiscal impact (if yes, explain):
 - No
5. Proposed effective date:
 - Upon approval of the April Board of Examiners meeting.

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(for BOE use only)

1303 Authorized operators of State Vehicles

1. ~~State employees', temporary employees' or volunteers' conducting official State business and within the course and scope of employment.~~

A State vehicle will be covered for Auto Physical Damage when driven by a State employee, temporary employees, board members, volunteers, contracted employees and those working in conjunction with the State of Nevada while conducting official State business and within the course and scope of employment.

The Defensive Driving course is required for all "Executive" branch employees whose job functions require driving a State vehicle for State business. Reference the Risk Management Division's website for further details and exceptions at <http://risk.state.nv.us>.

1304 Complaint Procedure

- Direct all complaints concerning misuse of State automobiles to the ~~Motor Pool~~ *Fleet Services* Division Administrator who will then notify the agency head regarding possible misuse of a State vehicle. The agency head shall investigate the complaint, discuss the complaint with the offender's supervisor, ascertain that all facts are obtained and request appropriate supervisory action.

1316 Records

- Agencies are required to maintain vehicle maintenance records. Records must be established and maintained for each vehicle the agency owns and/or leases. Agencies are required to maintain the manufactures maintenance requirements and/or schedules for owned and leased vehicles. Agencies leasing vehicles from ~~State Motor Pool~~ *Fleet Services Division* are exempt from this requirement.

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 084

Department: Department of Administration

Division (if applicable): Fleet Services

Appointing authority: Keith Wells

Agency contact: Keith Wells, 775-684-1883, kdwells@admin.nv.gov

Budget Analyst: John Borrowman, 775-684-0224, borrowman@admin.nv.gov

Proposed BOE date: 04/08/2014

1. Reason/purpose for requested change:
 - To revise SAM section 1400 to reflect the change of the division's name from State Motor Pool to Department of Administration / Fleet Services Division
 - To update antiquated language

2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):
 - Changes are required to update SAM with the Fleet Services name change and policy changes.

4. Will recommended change have a fiscal impact (if yes, explain):
 - No

5. Proposed effective date:
 - Upon approval of the April 2014 Board of Examiners meeting.

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Table of Contents

- 1400 ~~State Motor Pool~~ *Fleet Services* Division

1400 ~~State Motor Pool~~ *Fleet Services* Division

1402 Purpose

~~This section advises State agencies how employees may obtain Motor Pool Division vehicles for travel or to transport articles on official State business.~~

The division provides safe, efficient, environmentally friendly, and cost-effective transportation solutions to state employees.

1404 Policy

~~It is the Motor Pool Division's policy to~~

- ~~1. To ensure~~ *insure* economical utilization of State-owned vehicles, eliminate unauthorized use of State-owned vehicles, provide a ready means of transportation for State employees on State business, reduce the need for use of private vehicles on official State business and to provide central administration for maintenance, care and operation.

1405 Services Provided

- 1. Long-term assigned vehicles. The division maintains a diverse inventory of vehicles for agency use.*
- 2. Short-term assigned vehicles (motor pool operations). The division maintains a diverse inventory of vehicles for agency use.*
- 3. Maintenance and repairs*
- 4. Fueling network*
- 5. Washing facilities*
- 6. Vehicle acquisition and disposal*
- 7. Agencies utilizing vehicles owned by their respective department may utilize any of the services provided by the Fleet Services Division on a charge-back basis.*

1406 ~~Motor Pool~~ Division Charges

~~Vehicles are charged out either on a daily basis or assigned to an agency on a monthly basis. Daily rates apply on a 24-hour basis. Vehicles kept longer than 14 calendar days require the Motor Pool Administrator's approval and are charged the full monthly basis. For specific rate or billing information contact the Motor Pool Division at 775-684-1880.~~

- 1. Vehicle usage is charged either on a daily basis or on a monthly basis. Daily rates apply on a 24-hour basis. For specific rate or billing information contact the Fleet Services Division at 775-684-1880 or reference the Fleet Services website <http://fleetservices.nv.gov>*
- 2. Fleet Services will not be responsible for reimbursement of vehicle expenses resulting from running out of fuel; charges for lost or misplaced keys; parking charges; towing, when not a result of mechanical failure; failure to obtain fuel at designated State fuel facilities (except for emergencies) or citations issued for violations of traffic laws or parking ordinances.*
- 3. Agencies assigned vehicles on a monthly basis must submit a Fleet Services Monthly Trip report form MP-3 to the Carson City Fleet Services Office within five working days after the end of the month. Failure to submit timely reports will result in a late fee assessment for each day late. In the event circumstances prevent timely submission, contact the Fleet Services Administrator in advance and request a time extension.*

1407 Vehicle Utilization Guidelines

~~The current use requirement for monthly assigned vehicles must meet the utilization requirements pursuant to the State Administrative Manual section 1322. Agencies leasing Motor Pool vehicles on a monthly basis not meeting the aforementioned guidelines will be contacted by the Motor Pool administrator and their vehicle(s) usage will be reviewed for possible reassignment.~~

Refer to section 1322 of the State Administrative Manual for current vehicle utilization requirements.

1408 ~~Division Location and Hours~~ Facility Locations and Hours of Operation

Listed below are Motor Pool facility locations and telephone numbers:

Reno, Nevada 89502

~~2550 Terminal Way~~

~~Phone: 775-688-1325~~

~~Hours: 7:00 a.m. to 7:00 p.m. - Monday through Friday~~

Reno

2550 Terminal Way, Reno NV 89502

Phone: 775-688-1325

Fax: 775-688-1309

Email: rnomp.admin.nv.gov

Hours: 7:00 a.m. to 7:00 p.m. - Monday through Friday

~~Carson City, Nevada 89701~~

~~750 East King Street~~

~~Phone: 775-684-1880~~

~~Hours: 7:00 a.m. to 7:00 p.m. - Monday through Friday~~

Carson City

750 East King Street, Carson City, NV 89701

Phone: 775-684-1880

Fax: 775-684-1888

Email: ccmpool@admin.nv.gov

Hours: 7:00 a.m. to 7:00 p.m. - Monday through Friday

~~Las Vegas, Nevada 89119~~

~~5085 Rent-A-Car Road~~

~~Phone: 702-486-7050~~

~~Hours: 7:00 a.m. to 7:00 p.m. - Monday through Friday~~

Las Vegas

7060 La Cienega St. Las Vegas, NV 89119

Phone: 702-486-7050

Fax: 702-486-7042

Email: lvmp@admin.nv.gov

Hours: 7:00 a.m. to 7:30p.m. - Monday through Friday

Note: The ~~Motor Pool~~ office hours as listed are subject to change based on airline schedule changes. Please call the Motor Pool you will be utilizing for current hours of operation.

1409 Authorized Operators of Fleet Services Vehicles

A State vehicle will be covered for Auto Physical Damage when driven by a State employee, temporary employees, board members, volunteers, contracted employees and those working in conjunction with the State of Nevada while conducting official State business and within the course and scope of employment.

The Defensive Driving course is required for all "Executive" branch employees whose job functions require driving a State vehicle for State business. Reference the Risk Management Division's website for further details and exceptions at <http://risk.state.nv.us>.

1410 ~~Vehicle Requisitioning~~ How to Request a Vehicle

- ~~1. All employees must have a valid driver's license of the appropriate class, as defined by the Nevada Department of Motor Vehicles, in their possession while operating a State vehicle. All State vehicles must be operated in a safe, courteous and responsible manner and in complete compliance with all motor vehicle traffic laws, including parking regulations.~~
- ~~2. State employees, board members and contract workers or volunteers may operate a State vehicle with the authorization of the hiring agency head prior to vehicle use. Any other people riding as passengers or driving vehicles is prohibited.~~
- ~~3. Paragraph 2 does not prohibit agencies from transporting clients, patients or other passengers where written authorization from the agency head has been given in connection with official State business.~~
- ~~4. Requesters will present to the Motor Pool Division a completed Vehicle Requisition (MP-2) signed by an authorized agency employee. A vehicle suitable for the trip will be provided.
 - ~~a. The attendant will enter the vehicle number and starting mileage on the requisition. If the trip destination is away from division service areas, the driver~~~~

- ~~will be furnished fuel cards. The Motor Pool will retain the Vehicle Requisition while the vehicle is in service.~~
- ~~b. On return, the driver will note in the remarks section of the requisition any discrepancies encountered. Emergency service, if necessary, will be provided as instructed by the attendant, but vehicles shall not be driven in an unsafe condition.~~
- ~~c. A copy of the requisition or computer return ticket will be given to the driver when the trip is completed.~~
- ~~5. When using Motor Pool vehicles, drivers are expected to report any defects or irregularities in the vehicle to a Motor Pool attendant upon return of the vehicle.~~
- ~~6. Motor Pool will not be responsible for reimbursement of vehicle expenses resulting from running out of fuel; charges for lost or misplaced keys; parking charges; towing, when not a result of mechanical failure; failure to obtain fuel at designated State fuel facilities (except for emergencies) or citations issued for violations of traffic laws or parking ordinances.~~
- ~~7. Vehicle Requisition and Trip Reports for assigned vehicles must be submitted in complete form to the Carson City Motor Pool Office within five working days after the end of the month. Failure to submit timely reports will result in a late fee assessment for each day late. In the event circumstances prevent timely submission, contact the Motor Pool Administrator in advance and request a time extension.~~
- ~~8. Reservations not cancelled prior to the time the vehicle is requested will result in a charge of one day's basic rate for that class of vehicle. Cancellations whether by phone or fax will be confirmed by fax by the Motor Pool. Agencies disputing no-show charges will be required to show evidence of cancellation, i.e., fax.~~
- ~~9. At times the Motor Pool Division has insufficient vehicles to cover anticipated rentals. At these times the Motor Pool Division utilizes outside car rental agencies to provide vehicles. These rentals are charged to the using agencies at State contract rates. The State Motor Pool will make all arrangements for rental vehicles and assume responsibility for the necessary paperwork when the vehicles are reserved through the Motor Pool. The Motor Pool will not assume liability for payment for rental cars booked directly with the rental company by the agency.~~
- ~~10. The Motor Pool will arrange transportation to the rental company location for drivers getting rental vehicles in lieu of Motor Pool vehicles.~~

Short-term assignments - 30 days or less:

- 1. Reservations may be made online at <http://fleetres.nv.gov> or*
- 2. Email or fax a Fleet Services Rental Request form (MP-2) to the location where you will be picking up the vehicle.*
- 3. At times, the division may have insufficient vehicles to cover anticipated rentals. At these times, the division utilizes outside rental car agencies to provide additional vehicles.*
- 4. Fleet Services will make all arrangements for rental vehicles and assume responsibility for the necessary paperwork when the vehicles are reserved through the Fleet Services Division.*

5. *The Fleet Services Division will not assume liability for payment for rental cars booked directly with the rental company by the using agency.*

Long-Term Assignment – Assigned on a Monthly Basis

- 1. Requests for long-term assignment should be included in the agency's biennial budget request. This will allow the Fleet Services Division a chance to review the available inventory and make adjustments as needed to provide for the request.*
- 2. Submit a Fleet Services Vehicle Request form (MP-5) to the Carson City Fleet Services office.*
- 3. If the request was not included in the agency's budget request, every attempt will be made to full-fill requests as inventory levels permit.*

1412 Care and Maintenance of State Vehicles

~~Refer to the State Motor Pool Vehicle Use Manual located in all Motor Pool vehicles and local Motor Pool offices for the care and maintenance of State vehicles.~~

Refer to the Fleet Services Vehicle Use Manual for the care and maintenance of State vehicles. Vehicle use manuals are located in the glove box of each fleet services vehicle. Copies may also be downloaded from the fleet services website <http://fleetservices.nv.gov>

1414 Insurance and Accident Reporting

- **Accident**

Refers to any collision involving a State vehicle with a pedestrian(s), other vehicle(s) and/or other fixed or stationary object(s), whether or not any physical damage or bodily injury occurs.

- **Incident**

Refers to non-accident personal injury or physical damage; i.e., vandalism, window or body damage from flying objects, lost or stolen vehicle parts or accessories, vehicle body damage from tire snow chains, etc.

~~All accidents or incidents involving a State vehicle must be reported within 48 hours to the Motor Pool Division and to the Torts Claims Manager of the Office of the Attorney General in Carson City. An accident report packet is located in the glove box. Agencies utilizing Motor Pool Division vehicles will be billed backed the insurance deductible for accidents when their employees are found to be at fault for initiating the accident.~~

- *All accidents or incidents involving a Fleet Services vehicle must be reported within 48 hours to the Fleet Services Division and to the Torts Claims Manager of the Office of the Attorney General in Carson City. An accident report packet is located in the glove*

box of each vehicle. Accidents reports may be downloaded from the fleet services website <http://fleetservices.nv.gov> .

If you are involved in an accident, follow these procedures:

- ~~1. Stop at once.~~
- ~~2. Render aid to the injured.~~
- ~~3. Notify police, give exact location and advise if there are injuries.~~
- ~~4. Obtain name, address and vehicle license number of other party(s), and obtain names and addresses of all witnesses.~~
- ~~5. Complete police and State accident reports. **Do not sign or make a statement as to responsibility.**~~
- ~~6. As soon as possible notify your supervisor and request he notify Motor Pool (775-684-1880) within 24 hours. (In the event of weekends or holidays, notify on the next working day.)~~
- ~~7. In the event there is bodily injury or substantial property damage the supervisor shall phone the Tort Claims Manager of the Office of the Attorney General as soon as possible and follow up with a written report.~~
- ~~8. Within 24 hours of an accident submit one copy of State of Nevada Vehicle Accident Report (Form No. RSK 001) to Motor Pool and send or fax one copy to the Torts Claims Manager of the Office of the Attorney General, and one copy to Risk Management. Accident reports must include supervisor's signature. **(SAM 0512)**~~

Note: Nevada State law requires that the **driver** submit a report on Form Number SR-1 to the Department of Motor Vehicles and Public Safety within 10 days in the event that property damage exceeds \$350 to any one person or for any personal injury or death.

1415 Driver Responsibility

~~Driving on government business carries with it responsibilities. Observe all traffic laws and drive defensively. Failure to observe Motor Pool policies while operating a State vehicle may subject the individual to liability for vehicle expenses incurred and/or revocation of Motor Pool vehicle use privileges. Drivers are prohibited from smoking in daily rental vehicles. A fee will be charged for cleaning vehicles that have been smoked in and drivers smoking in vehicles may be reported to their agency head.~~

- 1. Driving on government business carries with it responsibilities. Observe all traffic laws and drive defensively. Failure to observe all Fleet Services policies while operating a State vehicle may subject the individual to liability for vehicle expenses incurred and/or revocation of Fleet Services privileges.*
- 2. All employees must have a valid driver's license of the appropriate class, as defined by the Nevada Department of Motor Vehicles, in their possession while operating a State vehicle. All State vehicles must be operated in a safe, courteous and responsible*

manner and in complete compliance with all motor vehicle traffic laws, including parking regulations.

- 3. Smoking is prohibited in all Fleet Services vehicles. A fee will be charged for cleaning vehicles that have been smoked in and drivers smoking in vehicles may be reported to their agency head.*
- 4. The Defensive Driving course is required for all "Executive" branch employees whose job functions require driving a State vehicle for State business. Reference the Risk Management Division's website for further details and exceptions at <http://risk.state.nv.us>.*

1416 ~~Vehicle Fuel and Service Available to Other Agencies~~

~~Motor Pool Division has an agreement with the Department of Transportation to allow State agencies to use fuel facilities at various locations within the State. These locations are listed in the State Motor Pool Vehicle Use Manual. Additionally, all Motor Pool Division fueling facilities are available to State agencies owning their own vehicles and using the Western Energetix fuel card.~~

~~Western Energetix fuel cards are issued to each vehicle for use when Motor Pool or Department of Transportation facilities are not available or otherwise uneconomical or time-consuming to use. Directions for use of Western Energetix fuel cards are in each vehicle or are available from all Motor Pool offices.~~

~~The cost savings to the State by using these facilities are substantial.~~

~~Agencies owning their individual vehicles are encouraged to contact the Carson City Motor Pool Division for information and a listing of service locations.~~

~~Fuel cards are imprinted with the same number as the license number of the assigned vehicle. **Do not use this fuel card for any other vehicle.**~~

~~Do not use fuel cards for normal vehicle maintenance or purchases of auto parts, tires or accessories without the expressed authorization and purchase order number from the nearest Motor Pool facility. Agencies will be billed for any unauthorized fuel card charges.~~

~~Lost or stolen fuel cards must be reported immediately to the Motor Pool Division, Carson City, Nevada. Agencies will be charged for replacement of lost fuel cards.~~

- 1. Fleet Services utilizes the Department of Transportation fueling network and the current State contracted fuel provider's commercial card lock fueling network. For current information please contact your local Fleet Services office or reference the Fleet Services website <http://fleetsrvices.nv.gov>*
- 2. Fuel cards are assigned to each individual Fleet Services vehicle and are prohibited to be used for any other vehicle than which the card is assigned. Agencies will be*

charged for unauthorized purchases and may be reported to the Attorney General' Office.

- 3. Do not use fuel cards for normal vehicle maintenance or the purchase of auto parts, tires or accessories without the expressed authorization of the Fleet Services Division. Agencies will be billed for all unauthorized fuel card charges.*
- 4. Lost or stolen fuel cards must be reported immediately to the Fleet Services Division*

~~1417 Long Term Assigned Vehicle Request~~

~~Any agency requesting a vehicle to be assigned for a period of more than 14 days shall submit such request to the Motor Pool Administrator on Form No. MP 5. Upon review, the Motor Pool Administrator will make a determination based on the information submitted, availability of vehicles for assignment and other additional information concerning past and proposed vehicle use. Agencies anticipating the need for additional vehicles as part of their biennial budget request are instructed to submit a completed MP 5 form to the Motor Pool Administrator no later than May 1 of the year their biennial budget request is submitted.~~

1418 Energy Management

~~The Motor Pool Division is researching ways to conserve gas consumption and may change various policies to accomplish this. Agencies will be notified by memorandum of any revision to the present policy. The Motor Pool, by law, must incorporate alternatively fueled vehicles into the fleet. Any questions or comments on their use may be referred to the Motor Pool Administrator. Agencies using alternative fueled vehicles must use the approved alternative fuel in these vehicles in Clark and Washoe counties.~~

~~**Note:** Policies pertaining to the use of State vehicles are provided as an aid to State employees. Should any questions arise concerning these policies, contact the Motor Pool Administrator's office, Carson City, Nevada, 775-684-1880.~~

- 1. The Fleet Services Division, by law, must incorporate alternatively fueled vehicles into the fleet. . The division has traditionally been proactive in purchasing, utilizing and advocating the use of alternative fueled vehicles. The division is proactive in exploring and embracing all future alternative fuel opportunities. Please direct any questions or concerns to the division administrator.*
- 2. Agencies assigned alternative fueled vehicles must use the approved alternative fuel in these vehicles in while operating in Clark and Washoe counties.*

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 084

Department: Department of Administration

Division (if applicable): Fleet Services

Appointing authority: Keith Wells

Agency contact: Keith Wells, 775-684-1883, kdwells@admin.nv.gov

Budget Analyst: John Borrowman, 775-684-0224, borrowman@admin.nv.gov

Proposed BOE date: 04/08/2014

1. Reason/purpose for requested change:
 - To revise SAM to reflect the name change of the State Motor Pool to the Fleet Services Division
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being propose
3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):
 - Changes are required to update SAM with the Fleet Services name change and policy changes.
4. Will recommended change have a fiscal impact (if yes, explain):
 - No
5. Proposed effective date:
 - Upon approval of the April Board of Examiners meeting.

BOARD OF EXAMINERS APPROVAL DATE: _____
(for BOE use only)

2904 What to Do in the Event of an Accident or Potential Claim

Automobile Accident

In event of an Accident you must:

1. Notify the proper authority, e.g., local law enforcement agency or fire department, if applicable.
2. Call your supervisor as soon as possible. If a ~~Motor Pool~~ *Fleet Services Division* Vehicle is involved, the ~~Motor Pool~~ *Fleet Services Division* shall also be notified. You must complete the vehicle accident report – RSK001. A copy should be in the packet in the glove compartment of the State vehicle. You should also gather all relevant facts, take photos, tag and preserve any evidence and forward copies to the Tort Claims Administrator at 100 N. Carson St., Carson City Nevada 89701 and Risk Management at 201 S Rook Street, Suite 201., Carson City, Nevada 89701 as they become available.

Brian Sandoval
Governor



Julia Teska
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: April 10, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Susan Brown, Budget Analyst 

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 EDUCATION

Agenda Item Write-up:


Pursuant to NRS 333.705, (1)(b), the Department of Education seeks approval to continue a contract with WestEd, who now employs a former employee of the department, Rorie Fitzpatrick. The former employee may be involved in future projects that impact the department.

Additional Information:

The Department of Education currently has a contract in place with WestEd for testing, development and reporting on a validation study, as well as, external evaluation services for the Striving Readers Literacy grant. At this time the department is not aware of any contract work with WestEd that was performed by Ms. Fitzpatrick, however, there may be future projects that may be affected.

Statutory Authority:

NRS 333.705

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

BRIAN SANDOVAL
Governor

STATE OF NEVADA

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221

DALE A.R. ERQUIAGA
Superintendent of Public Instruction



Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702)486-6450
<http://teachers.nv.gov>

DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

MEMORANDUM

March 21, 2014

To: Jeff Mohlenkamp, Director
Department of Administration
Clerk, Board of Examiners

Through: Susan Brown, Budget Analyst

From: Julia Teska, Deputy Superintendent
Business and Support Services *J Teska*

Re: Request to contract with a former employee

The Department of Education currently contracts with WestEd (Vendor Number T81012500A). WestEd now employs a former employee of the Department of Education, Rorie Fitzpatrick. The Department is therefore requesting approval to continue the contract with WestEd and disclosing this relationship.

WestEd is a Joint Powers Agency, authorized by a California Joint Powers Agreement and governed by public entities in Arizona, California, Nevada, and Utah, with Board members representing agencies from these states and nationally. They provide consulting and technical assistance, evaluation, policy analysis, professional development, and research services.

Ms. Fitzpatrick was employed by the Department of Education from February 23, 1998 through November 2, 2013. Her last position was that of Deputy Superintendent of Instruction, Research, and Evaluation. Upon leaving the Department of Education she accepted employment with WestEd. Currently the Department is not aware of any contract with WestEd that includes work performed by Ms. Fitzpatrick on behalf of WestEd. However, there may be future projects that have overlap with the Department of Education, the contractor and the former employee.

Thank you for your consideration of this request. If you have any questions or concerns, please feel free to contact me at (775) 687-9175 or jteska@doe.nv.gov.

Authorization to Contract with a Former Employee

| | |
|----------------------------|---|
| Former Employee Name: | <u>Rorie Fitzpatrick</u> |
| Former Employee ID number: | <u>11351</u> |
| Former Job Title: | <u>Deputy Superintendent, Instruction, Research, and Evaluation</u> |
| Former Employing Agency: | <u>Department of Education</u> |
| Former Class and Grade: | <u>U4506 - Unclassified</u> |
| Employment Dates: | <u>02/23/1998 – 11/2/2013</u> |
| Contracting Agency: | <u>Department of Education</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.

| | |
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| Please check which of the following applies: | |
| a. Summarize scope of contract work. | Currently, the Department of Education contracts with WestEd on a variety of projects including development of simulation based assessments, field testing, running pilot tests, data collection, analysis and validation studies, |
| b. Document former job description. | As the Deputy Superintendent of Instruction, Research, and Evaluation, Rorie Fitzpatrick was involved with some projects and programs that were facilitated by contracts with WestEd. |
| 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? | No. Currently the Department of Education contracts with WestEd and we are not aware of any direct work being performed by Rorie Fitzpatrick. However, due to the expansive nature of the areas within education that WestEd functions, there may be future projects that have overlap with the Department of Education, the contractor and the former employee. |
| d. Explain why existing State employees within your agency cannot perform this function. | The Department of Education contracts with WestEd to act as an independent third party to provide validation studies on a variety of statewide initiatives. It would not be appropriate for the state agency to evaluate its own initiatives. WestEd has the experience to conduct technically sound and legally defensible validation studies. |
| e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, | There is no relation to the contractor or the former employee. |

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| explain the relationship and why this would not affect independence and why this would not violate NAC 284.750. | |
| f. List contractor's hourly rate. | Contract terms are based on specific deliverables, not an hourly rate. |
| g. List the range of comparable State employee rates. | Not applicable. |
| 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? | There are no comparable state positions. |
| i. Document justification for hiring contractor. | This contractor was chosen as a result of an RFP facilitated by the State Purchasing Division. |

Comments:

[Handwritten Signature]

3/25/14

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
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: April 10, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Katrina Nielsen, Budget Analyst

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.

DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION

Agenda Item Write-up:

Pursuant to NRS 333.705, (1)(a), the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Disability Adjudication (BDA), seeks approval to continue to contract with Avysion Healthcare Services, who is anticipated to employ an employee acting as Chief Medical Consultant of the agency who has announced his retirement, Dr. Jaime Wheeler. The current employee has 24 years of experience as BDA's medical policy expert and 30 years of experience as a medical consultant. BDA is requesting to employ this individual part time through Avysion Healthcare Services, up to 20 hours per week, for up to two years subsequent to his retirement in order to continue to train and mentor other BDA physicians.

Additional Information:

BDA is monitored very closely by the Social Security Administration (SSA) for the accuracy of its decision-making, requiring a 95% accuracy rate. Normal medical practice does not typically provide the background or skills necessary to properly apply SSA's policy and regulations. This level of knowledge and expertise takes years to develop and the current employee physicians do not possess the same level of institutional knowledge as Dr. Wheeler. SSA has authorized filling one of the two vacant senior physicians but has not yet authorized the replacement of Dr. Wheeler's position. Additionally, three of the five existing physicians are also contemplating retirement.

BDA has difficulty recruiting and retaining physicians and currently has a shortage. The state currently has a good-of-the-state contract with Avysion Healthcare Services and BDA utilizes their services extensively for medical determinations with average expenditures totaling \$987,229 for the past three years. Employing Dr. Wheeler up to 20 hours per week is estimated to cost an additional \$6,855 per month.

Statutory Authority:

NRS 333.705

| |
|-----------------------------|
| REVIEWED: <u> CW </u> |
| ACTION ITEM: _____ |

REHABILITATION
DIVISION



BRIAN SANDOVAL
GOVERNOR

FRANK WOODBECK
DIRECTOR

SHELLEY HENDREN
ADMINISTRATOR

MEMORANDUM

DATE: April 10, 2014

TO: Julia Teska, Director
Department of Administration

FROM: Frank R. Woodbeck, Director
Department of Employment, Training and Rehabilitation

Subject: **(Revised)** Authorization to Contract with a Former Employee

The Department of Employment, Training and Rehabilitation (DETR) is requesting that an action item be placed on the May Board of Examiners' meeting agenda requesting authority to contract with a former employee, as per NRS 333.705. The following is some background information regarding this request:

The Senior Physician/Physician Supervisor for the Rehabilitation Division's Bureau of Disability Adjudication (BDA), Dr. Jaime Wheeler, has indicated that he will be retiring in the coming months, tentatively in July 2014. Dr. Wheeler has 24 years of experience as the medical policy expert at BDA specifically, and a total of over 30 years of experience as a medical consultant. Normal medical practice and training does not typically provide the background or skills necessary to properly apply Social Security Administration (SSA) policy and regulations. SSA policy is unique to BDA's mandate. Dr. Wheeler is relied upon for his knowledge and experience to consult on the most difficult and complex cases. This level of expertise takes years to develop and although Dr. Wheeler trains and mentors other physicians at BDA, none have developed his level of understanding of SSA medical policy. Most do not work full time and do not have the depth of policy knowledge which is critical for accuracy in medical decision-making for the SSA disability adjudication program. BDA is monitored very closely by SSA for the accuracy of its decision-making, requiring a 95% accuracy rate.

BDA requests that Dr. Wheeler be authorized to continue as a contract employee after his retirement for up to 2 years, on a part time basis, up to 20 hours per week, through the statewide Avysion contract. This would allow Dr. Wheeler a longer period of time in which to train and mentor other physicians, including his replacement at BDA, while they develop their understanding of SSA medical policy and its application to SSA claims for disability benefits. BDA is in need of Dr. Wheeler's immense institutional knowledge. Furthermore, the last recruitment for a physician at BDA, which ran in February 2014, resulted in only one applicant. BDA has difficulty recruiting and retaining physicians, and currently has a shortage.

Thank you for your consideration.

Authorization to Contract with a Former Employee

| | |
|-----------------------------------|--|
| Former Employee Name: | <u>Dr. Jaime Wheeler</u> |
| Former Employee ID number: | <u>05258</u> |
| Former Job Title: | <u>Senior Physician</u> |
| Former Employing Agency: | <u>Bureau of Disability Adjudication (BDA)</u> |
| Former Class and Grade: | <u>10.219/55 \$64.37 per hour</u> |
| Employment Dates: | <u>4/30/1990 - current</u> |
| Contracting Agency: | <u>Bureau of Disability Adjudication (BDA)</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.

| | |
|---|--|
| <p>a. Summarize scope of contract work.</p> | <p>The medical consultant applies medical specialty knowledge in evaluation of a claim for Social Security Administration (SSA) disability benefits; reviews and analyzes evidence of illness, injury, disease or other medical conditions which prevent an individual from working or gaining employment; prepares a detailed written medical analysis of the facts of the disability claim; prepares a written residual functional capacity assessment based on the severity of the medical condition and the nature of the impairment; assists and advises disability adjudicators in complex case development; determines the need for medical tests, evaluations or consultative examinations; consults with internal and external professionals or contract providers, including other physicians, medical specialists, psychologists and psychiatrists to address highly complex medical issues; assists in medical training of disability adjudicators and other Bureau of Disability Adjudication (BDA) staff to ensure uniform understanding of medical information and SSA policies and directives; and participates in the professional relations program.</p> |
| <p>b. Document former job description.</p> | <p>The medical consultant applies medical specialty knowledge in evaluation of a claim for Social Security Administration (SSA) disability</p> |

| | |
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| | <p>benefits; reviews and analyzes evidence of illness, injury, disease or other medical conditions which prevent an individual from working or gaining employment; prepares a detailed written medical analysis of the facts of the disability claim; prepares a written residual functional capacity assessment based on the severity of the medical condition and the nature of the impairment; assists and advises disability adjudicators in complex case development; determines the need for medical tests, evaluations or consultative examinations; consults with internal and external professionals or contract providers, including other physicians, medical specialists, psychologists and psychiatrists to address highly complex medical issues; assists in medical training of disability adjudicators and other Bureau of Disability Adjudication (BDA) staff to ensure uniform understanding of medical information and SSA policies and directives; and participates in the professional relations program.</p> <p>As the medical supervisor, this position is also responsible to evaluate the performance of other medical consultants, and provide them expert guidance, mentoring, training on SSA policy, and to manage subordinates' workflow and production levels.</p> |
| <p>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?</p> | <p>The former employee has 24 years of institutional knowledge, specifically including Social Security Administration (SSA) medical policy, which is unique to its disability adjudication program, and is learned through years of experience evaluating claims for SSA disability benefits. Although other medical consultants also have experience, they are not as knowledgeable or as versatile in the application of SSA medical policy in unique and varied claims/cases.</p> <p>BDA would like to contract with Dr. Wheeler part time (up to 20 hours/week) for up to 2 years. BDA's expectation is that the transfer of knowledge would occur over that 2 year time period.</p> |
| <p>d. Explain why existing State employees within your agency cannot perform</p> | <p>Other physicians working at BDA do not have the breadth of knowledge as that of Dr. Wheeler. Most do not work full time and do not have the</p> |

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| <p>this function.</p> | <p>depth of policy knowledge which is critical for accuracy in medical decision-making for the SSA Disability Adjudication program. SSA requires an accuracy rate of 95%.</p> <p>BDA has five employee physicians, three of whom have indicated they are contemplating retirement in the near future. Two of BDA's 5 physicians specialize in pediatrics, and thus don't have the wide breadth of medical expertise as does Dr. Wheeler. None has quite the expertise in SSA policy that Dr. Wheeler demonstrates. BDA has identified a part time physician who continues to develop knowledge of SSA policy and we expect will develop the expertise similar to Dr. Wheeler's over time. However, he is not a full-time employee which has impact on the time it will take to meet this expectation. It is likely that he will develop his policy expertise with additional time.</p> <p>There is no indication that SSA will allow another physician hire in FFY14. Currently this is unknown for FFY15. However, BDA will have to identify another existing physician as Senior Physician Supervisor upon Dr. Wheeler's retirement. BDA believes there are 2 likely candidates who could be successful with Dr. Wheeler's mentoring and significant policy expertise over the two year contract period.</p> |
| <p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p> | <p>There is no relationship between the proposed contractor and BDA management.</p> |
| <p>f. List contractor's hourly rate.</p> | <p>The total cost to contract with Avysion for medical contractors is \$79.10 per hour. This includes the hourly rate for the medical contractor and Avysion's fees.</p> <p>The monthly cost would be approximately \$6,855.33 (\$79.10 per hour X 20 hours per week X 52 weeks / 12). We would like to contract with this employee for up to 2 years following his retirement, (tentatively</p> |

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| | scheduled for July 2014), at an approximate total cost of \$164,528. |
| g. List the range of comparable State employee rates. | The maximum range for a Sr. Physician, Range C is currently set at \$74.53 per hour. |
| h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result? | The proposed contract rate is slightly above, but not more than 10% above the maximum employee/employer rate paid for a comparable State position. BDA plans to limit the contract to a maximum of 2 years, and to limit Dr. Wheeler's hours of contract service to a maximum of 20 hours per week. |
| i. Document justification for hiring contractor. | <p>BDA is critically short staffed for its medical consultants, which affects the timeliness of providing decisions regarding SSA disability benefits eligibility. A physician position was recently filled effective March 31, 2014. SSA has not approved filling any further vacant physician positions, or replacing any that may leave for the remainder of FFY14. At the time the biennial budget for SFY14/15 was developed, SSA allowed BDA to determine what positions to fill when hiring occurred. However, currently SSA identifies the number of individuals BDA may hire as well as the classifications of positions for which it may hire.</p> <p>Also of concern, is the accuracy/quality of BDA's medical decisions. SSA requires a 95% accuracy rate.</p> <p>When there is a question about a complex claim or when there is a disagreement with the recommendations made by another physician, it is Dr. Wheeler's function currently, to review the claim and make the final determination.</p> <p>Dr. Wheeler's 24 years of experience at BDA in analyzing complex cases is irreplaceable, and BDA would have a critical shortage of specialized knowledge.</p> |

Comments:

Kelley Hendren 4-10-14

Contracting Agency Head's Signature and Date

Katrina Jackson 4/11/14

Budget Analyst

Clerk of the Board of Examiners

NRS 333.705 Contracts for services: Limitations and requirements; approval by State Board of Examiners; emergencies; reports to Interim Finance Committee; exceptions.

1. Except as otherwise provided in this section, a using agency shall not enter into a contract with a person to provide services for the using 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 the using agency submits a written disclosure to the State Board of Examiners indicating the services to be provided pursuant to the contract and the person who will be providing those services and, after reviewing the disclosure, the State Board of Examiners approves entering into a contract with 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 using agency 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 using agency shall provide the using 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 using agency or for which a critical labor shortage exists; or

(b) A short-term need or unusual economic circumstance exists for the using agency to contract with the person.

3. The approval by the State Board of Examiners to contract with a person pursuant to subsection 1:

(a) May occur at the same time and in the same manner as the approval by the State Board of Examiners of a proposed contract pursuant to subsection 7 of NRS 333.700; and

(b) Must occur before the date on which the contract becomes binding on the using agency.

4. A using agency 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 head of the using agency determines that an emergency exists which necessitates the contract. If a using agency contracts with a person pursuant to this subsection, the using 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 using agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection.

5. Except as otherwise provided in subsection 9, a using agency 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 using agency that were entered into by the using 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.

6. Except as otherwise provided in subsection 9, a using agency shall not contract with a temporary employment service unless the contracting process is controlled by rules of open competitive bidding.

7. 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.

8. A using agency, 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 \$1,000,000; 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.

9. The provisions of subsections 1 to 6, 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 \$1,000,000 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 [2013, 47](#))

Brian Sandoval
Governor



Julia Teska
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: April 7, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Brenda Berry, 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. An analysis of the action item and recommendation is also provided.

DEPARTMENT HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Health and Human Services requests department-wide blanket pre-approval authority to contract with persons who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

Additional Information:

Nevada System of Higher Education (NSHE) students who have engaged in employment with NSHE as student workers or graduate assistants are frequently hired by the DHHS and its divisions through temporary employment agencies for various areas of public health or early intervention services. Compensation for these NSHE student workers have been reflected either on a W-4 denoting an employee relationship or on a 1099 form denoting a contract relationship; however, neither type of worker participates in benefits programs available to state employees through PERS or PEBP.

NSHE student workers are often times hired for temporary grant-funded positions. Benefits include the following: 1) contracting with NSHE students provides a service to the student and a partnership with the universities/colleges by providing on-the-job training; 2) student workers are valuable in developing DHHS' future work force, as some of them have subsequently come to work for DHHS after graduation and have become valued employees.

Statutory Authority:

NRS 333.705

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

BRIAN SANDOVAL
Governor




MICHAEL J. WILLDEN
Director

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
4126 Technology Way
1st Floor, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-4000 • Fax (775) 684-4010

April 1, 2014

To: Nikki Hovden, Budget Analyst
Department of Administration

From:  Mike Willden, Director
Department of Health and Human Services

Subject: Board of Examiners
NRS 333.705 (AB 240) Exceptions

The Department of Health and Human Services would like to request blanket pre-approval from the Board of Examiners (BOE) for contracting with persons with current or former service as graduate assistants or student workers with the Nevada System of Higher Education (NSHE). These individuals are valuable in developing our future work force. We provide a service to them and a partnership with the universities and colleges by providing on-the-job training. They do not receive any benefits or retirement. Some of the students have subsequently come to work for DHHS after graduation and have become valued employees. Under the current statutory provisions, graduate assistants and student workers hired to work through a temporary agency after graduation are excluded from working on DHHS projects without approval from BOE.

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




RECEIVED
NOV 15 2013

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
4126 Technology Way
1st Floor, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-4000 • Fax (775) 684-4010

November 6, 2013

To: Jeff Mohlenkamp, Director
Department of Administration

From:  Mike Willden, Director
Department of Health and Human Services

Subject: Clarification of NRS 333.705 requirements as it relates to contracting
with those with former service with NSHE

The Department of Health and Human Services, through its divisions, works closely with the Nevada System of Higher Education (NSHE) to identify qualified individuals for temporary employment opportunities. These individuals are hired through temporary employment agencies and are often times hired for grant-funded positions working in various areas of public health or in early intervention services. It is not uncommon for these individuals to have engaged in employment with the NSHE as student workers or graduate assistants. In some instances compensation for the NSHE workers is reflected on a W-4 form which typically denotes an employment relationship. In other instances, the compensation is reflected on a 1099 form which typically denotes a contract relationship. However, neither the W-4 workers nor the 1099 workers participate in benefit programs available to state workers through PERS or PEBP which calls into question whether either category of worker should be considered a former employee of an agency of the state for purposes of NRS 333.705. As you know, this is the statute which requires the Board of Examiners to approve the hiring of contractors who have been former state employees within the past two years and specifies the circumstances under which the BOE can approve contracting with these individuals.

November 6, 2013
Page 2

Additionally, in reviewing the statutes it is noted subsection 9(a) of NRS 333.705 provides:

"9. The provisions of subsections 1 to 6, inclusive, do not apply to:

(a) The Nevada System of Higher Education or a board or commission of this State."

This subsection could be construed to mean neither NSHE nor a state agency seeking to contract with a former NSHE worker is subject to the provisions of subsections 1 to 6.

DHHS is seeking clarification, therefore, whether it is necessary for our divisions to seek BOE approval prior to engaging former NSHE workers, as described above, in temporary contract employment.

Your assistance in providing clarification is appreciated.

cc: Vanessa Alpers, Deputy Administrator, DPBH
Linda Anderson, Chief Deputy Attorney General
Don Winne, Sr. Deputy Attorney General
Kareen Masters, Deputy Director, DHHS

Brian Sandoval
Governor



Julia Teska
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: April 21, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Nikki Hovden, 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. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHS) – DIRECTOR'S OFFICE

Agenda Item Write-up:

Pursuant to NRS 333.705, the DHHS Director's Office requests authority to contract with a former employee, Jennifer White, to serve as a statewide 2-1-1 Coordinator.

Additional Information:

Nevada Revised Statute 232.359 directs this department to establish and maintain a statewide system known as 2-1-1. In the FY14-15 budget building process the need for a statewide 2-1-1 Coordinator was not foreseen. With multiple changes that have occurred since the budget was built, it has been determined the Director's Office staff doesn't have sufficient time to oversee this referral system, but does have unobligated funds for a half-time contracted position. The Director's Office will request this position become a permanent .51 FTE in FY16-17.

Statutory Authority:

NRS 333.705

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




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>

RECEIVED
APR 14 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

To: Julia Teska, Director
Department of Administration
Clerk, Board of Examiners

Through: Nikki Hovden, Budget Analyst
Department of Administration
Budget Division

From:  Mike Willden, Director
Department of Health and Human Services

Re: Request to Contract with a Former Employee

The Department of Health and Human Services (the Department) is requesting to contract with Jennifer White who is leaving her position as a Social Services Chief II in the Division of Health Care Financing and Policy in May 2014 to spend more time with her family. While searching for part-time employment, she learned of an opportunity to work on a contract basis as the Statewide 2-1-1 Coordinator. She is deemed by the Department to be the best qualified applicant for the position.

Nevada Revised Statute (NRS) 232.359 directs the Department to "establish and maintain a statewide information and referral system to provide nonemergency information and referrals to the general public concerning the health, welfare, human and social services provided by public or private entities in this State." The system, known as Nevada 2-1-1, is established. The Department's efforts are focused now on maintaining and further developing it.

When the FY14-15 budget was built, the Department did not foresee the need for a Statewide 2-1-1 Coordinator. The Nevada 2-1-1 partnership was operating under an Executive Order and a future, more permanent governance structure was still in the early planning stages. The Executive Order has since expired and a governance structure that designates the Department as the lead entity in a multi-agency Memorandum of Understanding (MOU) was recently finalized. Existing staff in the Director's Office do not have sufficient time to oversee full implementation of the MOU. In addition, roll-out of a statewide Information and Referral (I&R) Strategic Plan, which requires hands-on involvement and leadership by Nevada 2-1-1, has been slow due to staffing.

The Department's statutory mandate to maintain the system, coupled with the emerging needs described herein, make it critical to bring a Statewide 2-1-1 Coordinator on board as quickly as possible. To that end, staff has identified a small pool of unobligated funds to support a half-time contracted position for the remainder of this biennium. In its FY16-17 budget, the Department will request that the position become a permanent .51 FTE in the Director's Office.

Thank you for your consideration of this request. If you have any questions or concerns, please feel free to contact the hiring manager, Laurie Olson, Chief of the Grants Management Unit, at (775) 684-4020 or lolson@dhhs.nv.gov.

Authorization to Contract with a Former Employee

Former Employee Name: Jennifer White
Former Employee ID number: 43443
Former Job Title: Social Services Chief II
Former Employing Agency: Division of Health Care Financing and Policy
Former Class and Grade: Social Services Chief II – 12.301 – Grade 39
Employment Dates: February 2012 to May 2014
Contracting Agency: Department of Health and Human Services

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. | The Statewide 2-1-1 Coordinator will be responsible for administering the Memorandum of Understanding that governs the Nevada 2-1-1 partnership and collaborating with Information and Referral (I&R) providers across the state to implement the Nevada I&R Strategic Plan. |
| b. Document former job description. | As Social Services Chief II in the Business Lines Unit at DHCFP, the candidate supervised five professional staff and had oversight responsibility for procurement, negotiations, implementation and operations of Medicaid contracts. |
| 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? | No, the candidate is not being hired because of her specialized knowledge of the agency's operations. She is the best qualified applicant for a position that has been deemed by the Department to be a critical need. |
| d. Explain why existing State employees within your agency cannot perform this function. | The Executive Order creating the Nevada 2-1-1 Partnership expired December 31, 2013, and a new governance structure was established that designates the DHHS Director's Office as the lead entity in a multi-agency Memorandum of Understanding (MOU). The heavy workload of existing Director's Office staff does not allow the time required to fully implement the MOU and perform other functions related to the statewide delivery of I&R. |

| | |
|--|--|
| e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750.</u> | There is no relationship between the individual overseeing the contract and the contractor. |
| f. List contractor's hourly rate. | \$25 per hour |
| g. List the range of comparable State employee rates. | The work and salary are comparable to a Social Services Specialist II (12.318) – Grade 35 - \$21.82 to \$32.42. |
| 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. | As noted, the Department has determined that it is critical to bring a Statewide 2-1-1 Coordinator on board as soon as possible. A permanent .51 FTE will be requested in the FY16-17 budget. In the meantime, the position will be filled on a contract basis. Of the five individuals who responded to the recruitment, this candidate is the best fit for the job due to her experience coordinating diverse groups of stakeholders, convening and facilitating meetings, analyzing regulations, writing policy, ensuring contract compliance, and providing I&R services. She holds a Master's Degree in Social Work and is a graduate of the Nevada Certified Public Manager program. |

Comments: Taking this position is a step down for Ms. White in terms of compensation and benefits but a recent change in her family situation prompted her to seek out a part-time position.



Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
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: April 21, 2014
To: Julia Teska, 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 OF HEALTH AND HUMAN RESOURCES (DHHS) – DIVISION OF
HEALTH CARE FINANCING AND POLICY (DHCFP)**

Agenda Item Write-up:

Pursuant to NRS 333.705, the DHCFP requests authority to contract with Dr. David Fiore who is currently employed at the University of Nevada, Reno and DHCFP would like to retain his services through Avysion to ensure adequate staffing for Medicaid eligibility determinations during work load fluctuations.

Additional Information:

Work load fluctuates weekly and does not justify the need for DHCFP to hire a part time physician, having more than one physician available reduces the risk that DHCFP will not be able to meet CMS requirements due to an individual physicians other commitments.

Statutory Authority:

NRS 333.705

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



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

LAURIE SQUARTSOFF
Administrator

RECEIVED

APR 11 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

April 8, 2014

MEMORANDUM

TO: Jeff Mohlenkamp, Clerk
Board of Examiners

THROUGH: Michael J. Willden, Director
Department of Health and Human Services

FROM: Laurie Squartsoff, Administrator *L Squartsoff*
Division of Health Care Financing and Policy

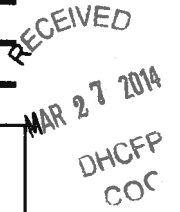
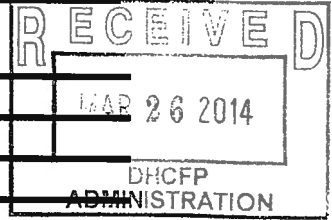
RE: **DHCFP Contract for Medical Consultant to Complete
Disability Determinations**

The Division of Health Care Financing and Policy (DHCFP) requests your approval to submit a request for authorization to contract with Dr. Fiore through Avysion, the State's Master Service Contractor for Temporarily Assigned Medical or Healthcare related positions.

Dr. Fiore is currently employed at the University of Nevada, Reno. The DHCFP would like to retain his services through Avysion to ensure adequate staffing for Medicaid eligibility determinations. Although the work load fluctuates weekly and does not justify the need for DHCFP to hire a part time physician, having more than one physician available reduces the risk that DHCFP will not be able to meet CMS requirements due to an individual doctor's other commitments.

Authorization to Contract with a Current Employee

| | |
|---------------------------------|--|
| Employee Name: | David Fiore |
| Employee ID number: | 9803 |
| Job Title: | Program Director |
| Current Agency: | UNSOM Family Medicine |
| Current class and grade: | Professor |
| Employment Dates: | August 1992 - Present |
| Contracting Agency: | Division of Health Care Finance and Policy |



Please check which of the following applies:

Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

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

| | |
|--|---|
| Please check which of the following applies: | |
| a. Summarize scope of contract work. | Physician will perform disability determinations for Nevada Medicaid programs to include disability determinations for the Katie Beckett Eligibility Option, the Waiver for Persons with Physical Disabilities, and for Emergency Medical Services. |
| b. Document the employee's current job description. | Oversee the operations and educational curriculum of the residency and see patients in the department of family medicine. (UNR) |
| c. Explain how this differs from current State duties. | Disability determinations involve review of other health care provider's records – they do not involve direct contact with patients. |
| d. Explain why existing State employees within your agency cannot perform this function. | The Division of Health Care Financing and Policy does not employ physicians. |
| e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750. | No. |
| | |
| f. List contractor's hourly rate. | \$95/hr |
| g. List the range of comparable State employee rates. | N/A |
| h. Justify contract rate if it exceeds the maximum | N/A |

| | |
|---|--|
| employee/employer rate paid for a comparable State position by more than 10 percent. | |
| i. Identify the date and time the contract work will be performed. | Variable – at contractor’s convenience. |
| j. Identify the State employee’s work schedule. | The schedule is variable. Patients are scheduled from 8:15 – 5:00. Duties may require being on call (without pay). |
| k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time. | Contractor’s submission of time worked will include date and time of day – if within the 8:00 – 5:00 time period, M-F, will request verification of non-worked, non sick leave status. Acceptable verification would be copy of approval for annual leave or variable schedule from employer. |
| i. Document the justification for hiring contractor. | NRS 333 Section 1.2 states: a temporary employment service providing employees for a using agency shall provide the using 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 using agency or for which a critical labor shortage exists; or (b) A short-term need or unusual economic circumstance exists for the using agency to contract with the person. |

Comments:

James Aquart 4/1/14

 Contracting Agency Head's Signature and Date

A. [Signature] 3/18/14

 Current Employee's Agency Head's Signature and Date

 Budget Analyst

 Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
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: April 7, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Brenda Berry, 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. An analysis of the action item and recommendation is also provided.

**DEPARTMENT HEALTH AND HUMAN SERVICES (DHHS) –
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH (DPBH)**

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Health and Human Services requests retroactive authority for contracts with persons from November 2012 through March 2014 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

Additional Information:

DPBH hired ten Nevada System of Higher Education (NSHE) student workers/graduate assistants through temporary contract agencies from November 2012 through November 2013 (see attached spreadsheet) without seeking prior-approval from BOE. The ten individuals were confirmed via the division's processes to have been graduate assistants/student workers, but were not designated as NSHE employees due to the temporary nature of the positions and the fact that they did not contribute into the state retirement system. It was later brought to the division's attention that these employees received a W-2 from NSHE and therefore might be considered previous state employees requiring BOE approval in order for them to work on division projects through a temporary contract agency.

Statutory Authority:

NRS 333.705

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

| BA # | NAME | DPBH POSITION | ASSIGNMENT | START | TERM | WAGE/RATE INC. ADM. FEES | TEMP AGENCY | DATES OF EMPLOYMENT WITH NSHE | POSITION AT NSHE | NOTES |
|------|-----------------------|------------------------------|--|------------|------------|--------------------------|-------------|-----------------------------------|---------------------------------|-------|
| 3219 | Morgan, Derek | Program Officer I | Dev. & implement an online Data querying system | 11/19/2012 | 11/1/2013 | 21.34 | Avysion | 8/24/10-8/15/11 | Student Worker | W-2 |
| 3220 | Maletsky, Lisa | Health Resource Analyst I | Community health surveys & related research re: tobacco use | 1/17/2013 | 8/1/2013 | 21.58 | Avysion | 7/09-5/11; 8/11-5/12; 8/12-05/13; | Grad Research Asst & Studen wkr | W-2 |
| 3214 | Tashiro, Stephanie | Health Resource Analyst I | Serve as WIC epidemiologist | 5/29/2013 | 11/1/2013 | 22.22 | Avysion | 3/12-5/12 | Grad Asst & LOA | W-2 |
| 3219 | McHugh, Ashley | Health Resource Analyst I | Conduct needs assessment in LGBTQ comm for HIV/AIDS pgm | 6/5/2013 | 11/12/2013 | 21.57 | Avysion | 2/10-6/13 | Grad Research Asst & Studen wkr | W-2 |
| 3219 | Parrish, Brian | Health Resource Analyst I | Dev a foodborne/airborne outbreak/illness template | 7/3/2013 | 11/1/2013 | 22.22 | Avysion | 2/12-5/12 | Student Worker | W-2 |
| 3219 | Marchand, Christopher | Geologic Infor. Specialist | Complete GIS maps and projects related to communicable and chronic disease | 8/12/2013 | 11/1/2013 | 23.81 | Avysion | 2/1/12-present | Student Worker | W-2 |
| 3220 | Liao, Sherry | Health Resource Analyst I | Dev an evaluation plan for CFCW latino community | 8/31/2013 | 11/4/2013 | 22.79 | Avysion | 02/13-5/13 | Grad Research Asst & Studen wkr | W-2 |
| 3222 | Mohamednur, Yasmine | Health Resource Analyst I | Determine sickle cell trait incidence, prevalence & related info | 9/2/2013 | 11/1/2013 | 21.95 | Avysion | 8/12-06/13 | Graduate Asst | W-2 |
| 3218 | Brown, Emily | Health Program Specialist II | Led a steering committee for DPBH accreditation | 10/2/2013 | 3/14/2014 | 33.65 | Avysion | 7/10-4/11 | Grad Research Asst & Studen wkr | W-2 |

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director




RICHARD WHITLEY, MS
Administrator


TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
4150 Technology Way, Suite 300
Carson City, Nevada 89706
Telephone: (775) 684-4200 · Fax: (775) 684-4211

April 1, 2014

To: Nikki Hovden, Budget Analyst
Department of Administration

Through:  Mike Willden, Director
Department of Health and Human Services

From: Richard Whitley, Administrator 
Division of Public and Behavioral Health

Subject: Board of Examiners
NRS 333.705 (AB 240) Retroactive Approval

The Division of Public and Behavioral Health is requesting retroactive approval for ten graduate assistants / student workers that were hired through temporary contract agencies between November 2012 through November 2013 (see attached spreadsheet). When AB 240 of the 2011 Legislative Session went into effect, the Division put in measures to review and confirm the employment history of applicants with university / college human resource staff to ensure that employees hired through the temporary contract agencies were in compliance with the law's provisions concerning hiring previous state employees. The ten temporary employees were confirmed to have been graduate assistants / student workers but were not designated as Nevada System of Higher Education (NSHE) employees due to the temporary nature of their positions and the fact that they did not contribute into the state retirement system. It was later brought to our attention that these employees received a W-2 from NSHE and therefore might be considered previous state employees excluding them from working on Division projects through a temporary contract agency without approval of BOE. The Department therefore sought clarification from the Budget Office and Attorney General's Office (see attached correspondence). The Purchasing Division confirmed that the NSHE graduate assistants / student workers appeared to be included as prior employees of a state agency under NRS 333.705(1). The Division then audited all records for temporary staff from 2011 to present and found ten former graduate assistants / student workers had been hired by the Division.

We respectfully ask that this item be placed on the BOE agenda along with the Department's request for blanket pre-approval for contracting with graduate assistants / student workers for consideration of action. Thank you.

Brenda L. Berry

From: Vanessa Alpers
Sent: Thursday, March 27, 2014 11:51 AM
To: Nikki L. Hovden; Brenda L. Berry
Cc: Amber M. Law
Subject: FW: Former NSHE Employees
Attachments: DPBH University Student Temps.xlsx; Scanned from a Xerox multifunction device.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Nikki & Brenda,

Based on the email direction below, HR went through all our temp records from 2011 to present to ensure we had a comprehensive list of any and all temps that had previously worked as grad students and/or student workers. They contacted the universities to verify each temps status during the audit of the records. Attached you will find a listing of ten temps that DPBH hired via temp services that were found to have had prior employment as grand students and/or student workers and therefore considered state employees based on the email chain below. We would like to request retro-active approval for the nine staff that were previously hired as temps and have since left and the one active temp that is currently employed. Additionally, we would like to request that BOE make an advance ruling for employment of grad assistants and student workers for all DHHS. Ms. Tarter suggested in the email below that NDOT and Wildlife might have done something similar in the past. Now that we have a comprehensive listing of temps we need to know what documentation will be needed to move this forward for approval. If you have a copy of what NDOT and/or Wildlife used as a vehicle for their approval that would be wonderful. Attached is the list of the ten temps as well as the original letter from Mike Willden which prompted this request. As always, thank you for your help!

Thank you,

Vanessa

From: Kareen Masters
Sent: Tuesday, January 14, 2014 11:18 AM
To: Vanessa Alpers; Linda C. Anderson; DWinne@ag.nv.gov; Norma Mallett; Renee Depaoli
Cc: Ellen M. Crecelius
Subject: RE: Former NSHE Employees

No, I believe in order to be complaint with the law we need to bring forward the ones that have since left and just include an explanation that there had been conflicting information, etc.

From: Vanessa Alpers
Sent: Tuesday, January 14, 2014 11:11 AM
To: Kareen Masters; Linda C. Anderson; DWinne@ag.nv.gov; Norma Mallett; Renee Depaoli
Cc: Ellen M. Crecelius
Subject: RE: Former NSHE Employees

Okay, I will work with Nikki on what we need to provide for the BOE. For my clarification, I would only be requesting retro-active approval for any students we have on board currently not ones that worked here previously and have since left, is that correct? Along with the advanced ruling. Please advise.

Thank you,

Vanessa

From: Kareen Masters
Sent: Monday, January 13, 2014 12:26 PM
To: Vanessa Alpers; Linda C. Anderson; DWinne@ag.nv.gov; Norma Mallett; Renee Depaoli
Cc: Ellen M. Crecelius
Subject: FW: Former NSHE Employees

Hi Vanessa,

Here is the answer from Purchasing. Please go ahead and move forward with a request to next BOE for retro-active approval for staff that have already been employed and who were former employees . As indicated, an advance ruling should also be requested.

Thank you, Kareen

From: Ellen M. Crecelius
Sent: Monday, January 13, 2014 9:19 AM
To: Kareen Masters
Subject: FW: Former NSHE Employees

FYI

Ellen Crecelius
775-684-4004

This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

From: Kimberlee Tarter
Sent: Friday, January 10, 2014 5:17 PM
To: Nikki L. Hovden
Cc: Ellen M. Crecelius
Subject: RE: Former NSHE Employees

Hi Nikki,

I hope this helps. Employees of NSHE appear to be included as employees or prior employees of a state agency under NRS 333.705(1). The exemption is for NSHE contracting with a current or former State employee, not for employees of NSHE being exempt when they contract with other State agencies. Nothing that I can find would exempt graduate assistants and student workers as a class. Legislative history is silent on this; however, we have the sponsor, Assemblywoman Smith, testifying in opposition to making exemptions.

BOE could make an advance ruling on a particular program for employment of grad assistants and student workers if it was presented, something similar has been done in the past with NDOT and I think, Wildlife.

Kind regards,

Kimberlee

From: Nikki L. Hovden
Sent: Friday, January 10, 2014 2:25 PM
To: Kimberlee Tarter
Cc: Ellen M. Crecelius
Subject: RE: Former NSHE Employees

This is a follow up for the requested information. Do you have a response on the question below?

From: Nikki L. Hovden
Sent: Tuesday, November 26, 2013 11:51 AM
To: Kimberlee Tarter
Cc: Ellen M. Crecelius
Subject: RE: Former NSHE Employees

I have discussed with our Director the attached request for clarification on the status of graduate assistants and student workers under NRS 333.705 subsection 9(a) and whether they are exempted from state agencies seeking BOE approval to hire these former university workers and he directed me to forward this to you for a response stating to contact your DAG if you felt it was necessary. I would appreciate if I could get a response by December 4th so we can respond to the DHHS Director timely.

If you have any questions, please contact me.

Nikki

-----Original Message-----

From: Ellen M. Crecelius
Sent: Tuesday, November 26, 2013 10:40 AM
To: Nikki L. Hovden
Subject: FW: Former NSHE Employees

FYI

Ellen Crecelius
775-684-4004

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-----Original Message-----

From: Kareen Masters
Sent: Tuesday, November 26, 2013 10:27 AM
To: Ellen M. Crecelius
Cc: Vanessa Alpers
Subject: RE: Former NSHE Employees

Our DAG suggested moving the question forward for the Board of Examiners to determine. It was later determined that the better approach was to send a letter to Jeff. I assume the Purchasing DAG will weigh in on the response. If I recall correctly Vanessa and Mike T. talked about this issue so the letter should not be a surprise. Thanks, Kareen

-----Original Message-----

From: Ellen M. Crecelius
Sent: Tuesday, November 26, 2013 10:11 AM
To: Kareen Masters
Subject: RE: Former NSHE Employees

Hi Kareen.

I was just in a meeting on another topic with Nikki and she asked me what the DAGs' opinion was on this. Did we get an opinion or were they just copied on the letter for informational purposes?

Thanks,
Ellen

Ellen Crecelius
775-684-4004

This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

-----Original Message-----

From: Kareen Masters
Sent: Monday, November 25, 2013 5:24 PM
To: Nikki L. Hovden
Cc: Vanessa Alpers; Ellen M. Crecelius
Subject: FW: Former NSHE Employees

Good afternoon Nikki,

It is not uncommon for DPBH and ADSD to employ through Avysion temporary staff that have worked at the University as graduate assistants or student workers. The divisions wish to be able to continue these relationship as it benefits the state agency as well as the former university students who are gaining valuable work experience in their chosen occupation. Eventually a number of these temp. employees qualify for and are accepted into permanent state positions.

We believe it was never the intent of the legislature to hamper the employment of former university workers, however, NRS 333.705 has specific requirements in relation to hiring former state employees to include having to meet one of the following criteria:

a) The person provides services that are not provided by any other employee of the using agency or for which a critical labor shortage exists; or

(b) A short-term need or unusual economic circumstance exists for the using agency to contract with the person.

We are hopeful that DOA is able to provide clarification that graduate assistants and student workers are either not considered former state employees or that subsection 9(a) exempts state agencies from seeking BOE approval to hire these former university workers.

Vanessa, is there anything you would like to add?

Thank you, Kareen

-----Original Message-----

From: Ellen M. Crecelius

Sent: Monday, November 25, 2013 4:35 PM

To: Kareen Masters

Subject: Former NSHE Employees

Hi Kareen.

Nikki is asking for more information about the issue discussed in the attached letter. I'm not familiar with the background of this issue. Are you the correct person to follow up with her or should I discuss this with someone else?

Thank you,
Ellen

Ellen Crecelius
775-684-4004

This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

-----Original Message-----

From: Nikki L. Hovden

Sent: Monday, November 25, 2013 2:07 PM

To: Ellen M. Crecelius

Subject: FW: Scanned from a Xerox multifunction device

Can you give me more information on this?

Nikki

-----Original Message-----

From: Nikki L. Hovden

Sent: Thursday, November 21, 2013 5:54 PM

To: Brenda L. Berry
Subject: FW: Scanned from a Xerox multifunction device

Please see attached. Can you ask the agency about this and the background on it. I'm not sure why we are getting it.

-----Original Message-----

From: Budget-Xerox@state.nv.us [mailto:Budget-Xerox@state.nv.us]
Sent: Thursday, November 21, 2013 5:39 PM
To: Nikki L. Hovden
Subject: Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: pdf

multifunction device Location: Front Office
Device Name: XRX9C934E15A4D2

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

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: April 2, 2014
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Colleen Murphy, 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.

JUDICIAL BRANCH – JUDICIAL RETIREMENT SYSTEM

Agenda Item Write-up:

Pursuant to NRS 353.268, the Judicial Branch, Judicial Retirement System State Share, requests an allocation of \$24,241 from the Interim Finance Committee Contingency Fund to fund a projected shortfall in the account supporting the unfunded actuarial accrued liability payments.

Additional Information:

Budget Account 1491 was legislatively approved for \$2,037,650, which was based upon the calculation results of the system actuarial and valuation review dated June 30, 2012. The most recent results of the system actuarial and valuation review, dated June 30, 2013, calculates the annual payments to be \$2,061,891. This relates to work program #C29316.

Statutory Authority:

NRS 353.268
NRS 1A.180

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

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services



SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

March 24, 2014

RECEIVED

APR 02 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Jeff Mohlenkamp, Clerk
Board of Examiners
209 E. Musser Street, Room 200
Carson City, NV 89701-4298

Re: FY 15 Interim Finance Committee Contingency Fund Need

Dear Mr. Mohlenkamp:

Budget Account 1491, Judicial Retirement System State Share, was created pursuant to subsection 2 of NRS 1A.180 to pass through the annual payments to amortize the unfunded actuarial accrued liability of the Judicial Retirement System. Funds appropriated by the Legislature are paid in their entirety by the State Court Administrator to the Public Employees' Retirement System in July of each fiscal year.

The Judicial Retirement System of Nevada Actuarial Valuation and Review as of June 30, 2013, determined that the annual payment required to amortize the unfunded actuarial accrued liability is \$2,061,891, which is due July of 2014. The Legislature appropriated \$2,037,650 in fiscal year 2015 for this purpose. The amount appropriated was based on the actuarial valuation and review as of June 30, 2012, and is \$24,241 less than the amount that was determined to be owed by the more recent actuarial valuation and review.

Pursuant to NRS 353.268, please place a request for \$24,241 from the Interim Finance Committee (IFC) contingency fund on the agenda of the next meeting of the Board of Examiners for their recommendation on IFC contingency funding. We also ask that you subsequently forward the request to the Legislative Counsel Bureau for inclusion on the agenda of the next meeting of the IFC for their consideration.

Attached are excerpts from the actuarial valuation and review as of June 30, 2012, and June 30, 2013, to support the request. Also attached is e-mail correspondence from NVPERS that confirms that the State is legally required to pay the amortization payment amount as shown in the more recent actuarial valuation and review.

Jeff Mohlenkamp
March 24, 2014
Page 2 of 2

Thank you for your assistance. Please contact me if additional information is needed.

Sincerely,



Robin Sweet

RLS/DLB/db

Attachments

Cc (without attachments):

Chief Justice Mark Gibbons

Associate Justices

Governor Brian Sandoval

Rick Combs, Director, Legislative Counsel Bureau

Tina Leiss, Executive Officers, NVPERS

Deanna Bjork, Manager of Budgets, AOC

Cc (with attachments):

Kristen Kolbe, Legislative Program Analyst

Colleen Murphy, Executive Budget Analyst

Judicial Retirement System of Nevada

Actuarial Valuation and Review as of
June 30, 2012

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★ SEGAL

SECTION 2: Valuation Results for the Judicial Retirement System of Nevada

**C. CALCULATED CONTRIBUTION RATES (continued)
BREAKDOWN OF STATE AND NON-STATE AGENCIES**

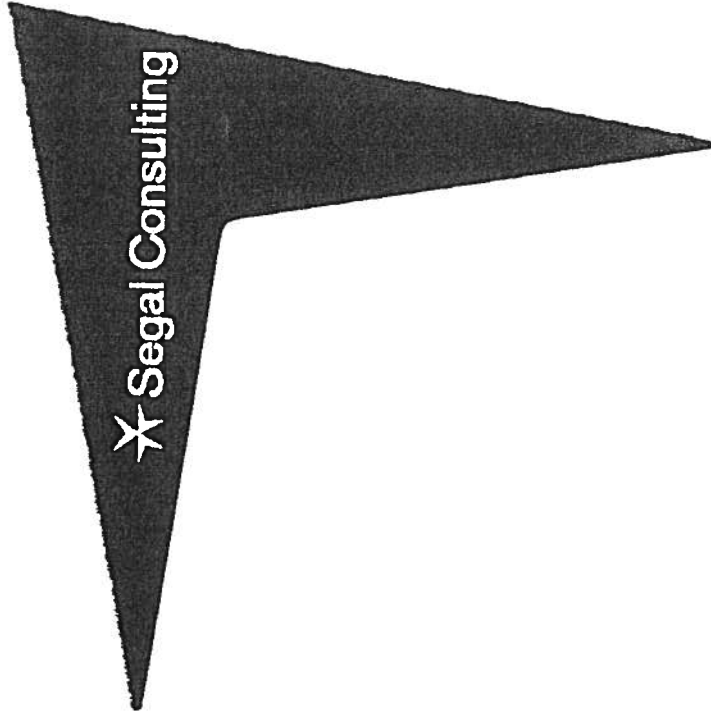
| | State | | Justices of the Peace / Municipal Judges | | | | | |
|--|--------------------|--------------|--|--------------|-------------|--------------|--------------|--------------|
| | 810 | % of payroll | 811 | % of payroll | 812 | % of payroll | 813 | % of payroll |
| 1. Normal cost: | \$3,248,601 | 22.90% | \$101,988 | 21.66% | \$16,469 | 14.85% | \$141,323 | 14.89% |
| 2. Administrative expenses: | <u>51,170</u> | <u>0.36%</u> | <u>1,698</u> | <u>0.36%</u> | <u>400</u> | <u>0.36%</u> | <u>3,423</u> | <u>0.36%</u> |
| 3. Normal cost with expenses ¹ : (1)+(2) | \$3,299,771 | 23.26% | \$103,686 | 22.02% | \$16,869 | 15.21% | \$144,746 | 15.25% |
| 4. Actuarial accrued liability: | | | | | | | | |
| Active members | \$41,567,347 | | \$2,718,302 | | \$108,997 | | \$2,277,834 | |
| Terminated vested members | 1,419,083 | | 0 | | 0 | | 0 | |
| Retired members | 32,501,399 | | 1,025,601 | | 894,547 | | 1,330,486 | |
| Beneficiaries | <u>4,792,229</u> | | <u>1,318,886</u> | | <u>0</u> | | <u>0</u> | |
| Total | \$80,280,058 | | \$5,062,789 | | \$1,003,544 | | \$3,608,320 | |
| 5. Market value of assets: | \$52,906,173 | | \$4,684,196 | | \$1,172,414 | | \$3,916,677 | |
| 6. Actuarial value of assets: | \$51,366,659 | | \$4,547,891 | | \$1,138,298 | | \$3,802,706 | |
| 7. Unfunded actuarial accrued liability: (4)-(6) | \$28,913,399 | | \$514,898 | | \$(134,754) | | \$(194,386) | |
| 8. Annual payments required to amortize unfunded actuarial accrued liability (not less than zero) ² : | <u>\$2,037,650</u> | 14.36% | \$42,010 | 8.92% | \$0 | 0.00% | \$0 | 0.00% |
| 9. Total calculated annual contribution: (3)+(8) | \$5,337,421 | 37.62% | \$145,696 | 30.95% | \$16,869 | 15.21% | \$144,746 | 15.25% |
| 10. 2012 expected payroll: | \$14,187,381 | | \$470,772 | | \$110,891 | | \$948,937 | |

¹ Normal cost and administrative expenses are assumed to be paid monthly.

² The payment to amortize the unfunded actuarial accrued liability contributions is assumed to be paid end of year for State, and monthly for Non-State.

Judicial Retirement System of Nevada

Actuarial Valuation and Review as of
June 30, 2013



This report has been prepared at the request of the Retirement Board to assist in administering the Fund. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Retirement Board and may only be provided to other parties in its entirety. The measurements shown in this actuarial valuation may not be applicable for other purposes.

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SECTION 2: Valuation Results for the Judicial Retirement System of Nevada

**C. CALCULATED CONTRIBUTION RATES (continued)
BREAKDOWN OF STATE AND NON-STATE AGENCIES**

| | State | | Justices of the Peace / Municipal Judges | | | | | |
|--|--------------------|---------------|--|--------------|-------------|--------------|--------------|--------------|
| | 810 | % of payroll | 811 | % of payroll | 812 | % of payroll | 813 | % of payroll |
| 1. Normal cost: | \$3,222,937 | 21.87% | \$93,250 | 20.07% | \$16,695 | 15.25% | \$147,690 | 15.06% |
| 2. Administrative expenses: | <u>64,297</u> | <u>0.44%</u> | <u>2,027</u> | <u>0.44%</u> | <u>478</u> | <u>0.44%</u> | <u>4,279</u> | <u>0.44%</u> |
| 3. Normal cost with expenses ¹ : (1)+(2) | \$3,287,234 | 22.31% | \$95,277 | 20.51% | \$17,173 | 15.69% | \$151,969 | 15.50% |
| 4. Actuarial accrued liability: | | | | | | | | |
| Active members | \$41,715,875 | | \$2,572,265 | | \$129,661 | | \$2,722,014 | |
| Terminated vested members | 1,310,285 | | 0 | | 0 | | 0 | |
| Retired members | 40,044,626 | | 1,059,413 | | 941,234 | | 1,425,808 | |
| Beneficiaries | <u>5,218,794</u> | | <u>1,388,734</u> | | <u>0</u> | | <u>0</u> | |
| Total | \$88,289,580 | | \$5,020,412 | | \$1,070,895 | | \$4,147,822 | |
| 5. Market value of assets: | \$62,404,321 | | \$5,244,700 | | \$1,262,168 | | \$4,569,580 | |
| 6. Actuarial value of assets: | \$59,660,588 | | \$5,014,106 | | \$1,206,674 | | \$4,368,669 | |
| 7. Unfunded actuarial accrued liability: (4)-(6) | \$28,628,992 | | \$6,306 | | \$(135,779) | | \$(220,847) | |
| 8. Annual payments required to amortize unfunded actuarial accrued liability (not less than zero) ² : | <u>\$2,061,891</u> | <u>13.99%</u> | \$3,515 | 0.76% | \$0 | 0.00% | \$0 | 0.00% |
| 9. Total calculated annual contribution: (3)+(8) | \$5,349,125 | 36.30% | \$98,792 | 21.27% | \$17,173 | 15.69% | \$151,969 | 15.50% |
| 10. 2013 expected payroll: | \$14,733,575 | | \$464,572 | | \$109,469 | | \$980,518 | |

¹Normal cost and administrative expenses are assumed to be paid monthly.

²The payment to amortize the unfunded actuarial accrued liability contributions is assumed to be paid end of year for State, and monthly for Non-State.

Bjork, Deanna

From: Tina Leiss <tleiss@nvpers.org>
Sent: Tuesday, August 21, 2012 10:16 AM
To: Bjork, Deanna
Cc: Dana Bilyeu
Subject: FW: JUDICIAL RETIREMENT STATE SHARE

Hi Deanna-The amount in the June 30, 2011 valuation is the most recent number available for the amortization payment so that is the most reasonable number to budget at this point. However, there is always the possibility that the valuation as of June 30, 2012 (issued in November) will require a higher amortization payment in FY 14. As you can update the budget number based on the June 30, 2012 valuation in November, the budgeted number and the valuation number will then be the same for FY 14. The FY 15 number is dependent on the June 30, 2013 valuation to be issued in November, 2013, which might end up higher than the budgeted amount. If that is the case, the State is legally required to pay the higher amortization payment amount as shown in the valuation. The State has been paying the higher of the budgeted or the valuation number each year, which ensures compliance with the Judicial Retirement Act.

Please let me know if you have any further questions.

Tina

-----Original Message-----

From: Bjork, Deanna [mailto:dbjork@nvcourts.nv.gov]
Sent: Tuesday, August 14, 2012 3:53 PM
To: Dana Bilyeu
Cc: Tina Leiss
Subject: JUDICIAL RETIREMENT STATE SHARE

Dana, the budget request for the state judicial retirement system state share will reflect the amortization payment as determined in the most recent valuation of June 30, 2011. We paid \$2,243,200 in FY 12 and 13, which was the amortization payment from the June 30, 2010 actuarial report. Right now, I am budgeting for \$2,148,901 as found in section 2, page 6, chart 7, of the June 30, 2011 actuarial report. I will update the amount in the budget request once the June 30, 2012 report is issued in November with the amortization payment calculated as of that date.

Do you agree with a the budgeted amount of \$2,148,901, or should I budget for the amount paid in FY 12?

Deanna Bjork, Manager of Budgets
Supreme Court / Administrative Office of the Courts
201 S. Carson St., #250
Carson City, NV 89701-4702
(775) 684-1708 (voice)
(775) 684-1778 (fax)
dbjork@nvcourts.nv.gov

State of Nevada Work Program

WP Number: C29316

FY 2015

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 |
|----------|------|--------|--------|--|
| 04/02/14 | 101 | 090 | 1491 | JUDICIAL RETIREMENT SYSTEM STATE SHARE |

Funds Available

| Budgetary GLs (2501 - 2599) | Description | WP Amount | Revenue GLs (3000 - 4999) | Description | WP Amount | Current Authority | Revised Authority |
|---|-------------|-----------|---|-------------------------------|---------------|-------------------|-------------------|
| | | | 4654 | TRANSFER FROM INTERIM FINANCE | 24,241 | 0 | 24,241 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Subtotal Budgetary General Ledgers | | 0 | Subtotal Revenue General Ledgers(RB) | | 24,241 | | 24,241 |
| Total Budgetary & Revenue GLs | | | | | 24,241 | | |

Expenditures

| CAT | Amount | CAT | Amount |
|--|--------|-----|---------------|
| 04 | 24,241 | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| Sub Total Category Expenditures | | | 24,241 |

Remarks

To fund the annual payment due in July of fiscal year 2015 to amortize the unfunded actuarial accrued liability of the Judicial Retirement System. The amount identified in the valuation as of June 30, 2013 exceeds the amount budgeted.

Total Budgetary General Ledgers and Category Expenditures (AP) **24,241**

Authorized Signature

Date

Controller's Office Approval

Requires Interim Finance approval since approval for IFC contingency funding from the IFC is needed.

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > Obligations
 REPORT DATE AS OF: 04/02/2014
 PROC ID: BSR_GEN_BCLS_REPORT

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Obligations

Fiscal Year: 2014

Fund: 101 GENERAL FUND

Agency: 090 JUDICIAL
 BRANCH

Budget Account: 1491 JUDICIAL RETIRMNT SYS ST
 SHARE

Organization: 0000 JUDICIAL
 BRANCH

| | YTD Actual | Work Program | Difference |
|-------------------------------|--------------|--------------|------------|
| Total Expenditures | 2,037,650.00 | | |
| Total Encumbrances | .00 | | |
| Total Pre-encumbrances | .00 | | |
| Total Obligations | 2,037,650.00 | 2,037,650.00 | .00 |

| Category | Description | Expended | Encumbered | Pre-encumbered | Obligated | Work Program | Difference |
|----------|-------------|--------------|------------|----------------|--------------|--------------|------------|
| 04 | OPERATING | 2,037,650.00 | .00 | .00 | 2,037,650.00 | 2,037,650.00 | .00 |

[Return to Selection Screen](#) [Download the Report](#)



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: April 15, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Colleen Murphy, 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.

JUDICIAL BRANCH – JUDICIAL STATE ELECTED OFFICIALS

Agenda Item Write-up:

Pursuant to NRS 353.268, the Judicial Branch, Judicial State Elected Officials, requests an allocation of \$110,000 from the Interim Finance Committee Contingency Fund to fund unbudgeted Medicare costs.

Additional Information:

Budget Account 1490, Judicial State Elected Officials, primarily funds the salaries and fringe benefit costs of the Supreme Court Justices (7) and District Court Judges (82) whom support Nevada judiciary activities. Category 01 Personnel Services is currently legislatively approved for \$21,108,051 and year-end projections are \$21,207,708, a difference of \$99,657. The total request is for \$110,000 which is rounded up to include approximately a 10% contingency of \$10,343. The shortfall represents the remaining portion of unbudgeted Medicare costs that cannot be absorbed within the budget account. This relates to work program #C29423.

Statutory Authority:

NRS 353.268

REVIEWED: _____

ACTION ITEM: _____

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services



RECEIVED
APR 11 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

April 9, 2014

Julia Teska, Clerk
State Board of Examiners
209 E. Musser Street, Room 200
Carson City, NV 89701-4298

Re: FY14 Interim Finance Committee Contingency Fund Need

Dear Ms. Teska:

Pursuant to NRS 353.268, please place a request for \$110,000 from the Interim Finance Committee (IFC) contingency fund on the agenda of the next meeting of the Board of Examiners for their recommendation on IFC contingency funding. Attached is a spreadsheet that describes how the \$110,000 need was determined. We also ask that you subsequently forward the request to the Legislative Counsel Bureau for inclusion on the agenda of the next meeting of the IFC for their consideration.

The funds are for Budget Account 1490, State Judicial Elected Officials, which funds the salaries and fringe benefit costs of the 7 Supreme Court Justices serving on the Nevada Supreme Court, and the 82 District Court Judges serving in 10 judicial districts throughout the state. The salary and fringe benefit costs are funded from a general fund appropriation. Authorities for these costs are found in Article 6, Section 15, of the Constitution of the State of Nevada, and in NRS 2.050 and 3.030.

Shortly after the 77th (2013) Session of the Nevada Legislature ended, we were advised in a meeting initiated by Jeff Mohlenkamp that the Department of Administration, Division of Human Resource Management made a determination that past treatment of judges as exempt from the Medicare tax was erroneous and that beginning in fiscal year 2014 the Medicare tax would be assessed.

Prior to fiscal year 2014, the Medicare tax had not been assessed for any judge elected after March 31, 1986; therefore, no funding was built into the budget for the state's share of the tax, which equals .0145 of salaries. As a result, the State Judicial Elected Officials budget account is projected to go deficit this fiscal year.

Thank you for your assistance. Please contact me if additional information is needed.

Sincerely,



Robin Sweet

RLS:DLB:db

Attachment

cc (without attachments):

Chief Justice Mark Gibbons
Associate Justices
Governor Brian Sandoval
Rick Combs, Director, Legislative Counsel Bureau
Deanna Bjork, Manager of Budgets, AOC

cc (with attachments):

Kristen Kolbe, Legislative Program Analyst
Colleen Murphy, Executive Budget Analyst

Request for Interim Finance Committee Contingency Funding
 Fiscal Year 2014 (using payroll data thru 4-11-14)
 Budget Account 1490, State Judicial Elected Officials
 Category 01, Personnel Services

| Expense | Legislatively Approved | Work Program | Total Budget | Spent Thru 4-11-14 | Remaining Thru 6-30-14 | Projected Y/E Expense | Difference |
|------------------------|------------------------|---------------|-------------------|--------------------|------------------------|-----------------------|----------------|
| Salaries | 16,111,834 | 0 | 16,111,834 | 12,479,079 | 3,520,313 | 15,999,392 | 112,442 |
| Worker's Comp | 92,293 | 0 | 92,293 | 91,917 | 359 | 92,276 | 17 |
| Retirement | 3,705,721 | 0 | 3,705,721 | 2,900,259 | 818,559 | 3,718,818 | -13,097 |
| Group Insurance | 735,140 | 0 | 735,140 | 596,817 | 119,776 | 716,593 | 18,547 |
| Payroll Assessment | 25,772 | 0 | 25,772 | 25,772 | 0 | 25,772 | 0 |
| Ret Emp Grp Ins (REGI) | 391,508 | 0 | 391,508 | 300,870 | 84,699 | 385,569 | 5,939 |
| Medicare | 0 | 0 | 0 | 172,461 | 51,045 | 223,505 | -223,505 |
| Medicare (prior year) | 0 | 45,783 | 45,783 | 45,783 | 0 | 45,783 | 0 |
| Total | 21,062,268 | 45,783 | 21,108,051 | 16,612,958 | 4,594,750 | 21,207,708 | -99,657 |

Notes:

- Salaries: Salary savings were achieved as a result of a judge's retirement late in fiscal year 2013, and a judge's leave of absence without pay.
- Retirement: All judges were budgeted under the Judicial Retirement System (JRS). Some judges who were under PERS prior to the inception of the JRS continue under PERS, which has a higher rate (.2575 of salaries verses .23).
- Group Insurance: All judges were budgeted as receiving group insurance. Two judges opted out of the state group insurance plan.
- REGI: Budgeted rate for REGI was .0243. Actual rate is .02406.
- Medicare: The expense of .0145 of salaries was not budgeted. See cover letter for an explanation.
- Medicare (prior year): The IFC approved \$45,783 in contingency funding at their December 2013 meeting to pay the past due amount owed from prior fiscal years.
- Contingency Fund Need: \$110,000, which is the calculated shortfall from above plus a 10% contingency to cover unforeseen payroll adjustments.
- There is no other expenditure authority available in the budget account. Category 04, Operating, expenditure authority, which funds the Attorney General tort claim assessment and bond insurance for the judges, has been expended.

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 .110 # 2

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > Receipts/Funding

REPORT DATE AS OF: 04/11/2014

PROC ID: BSR_REC_FUND_SUM

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Receipts/Funding

Fiscal Year: 2014

Fund: 101 GENERAL FUND

Agency: 090 JUDICIAL BRANCH

Budget Account: 1490 STATE JUDICIAL ELECTED OFFICLS

Organization: 0000 JUDICIAL BRANCH

| | YTD Actual | Work Program | Difference |
|-------------------------------|---------------|---------------|------------|
| Total Receipts/Funding | 21,119,006.00 | 21,119,006.00 | .00 |

| Code | Description | YTD Actual | Work Program | Difference |
|------|----------------------------|---------------|---------------|------------|
| 42 | APPROPRIATIONS | 21,073,223.00 | 21,073,223.00 | .00 |
| 4654 | TRANS FROM INTERIM FINANCE | 45,783.00 | 45,783.00 | .00 |

[Return to Selection Screen](#) [Download the Report](#)

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > [Obligations](#)

REPORT DATE AS OF: 04/11/2014

PROC ID: BSR_GEN_BCLS_REPORT

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Obligations

Fiscal Year: 2014

Fund: 101 GENERAL FUND

Agency: 090 JUDICIAL BRANCH

Budget Account: 1490 STATE JUDICIAL ELECTED OFFICLS Organization: 0000 JUDICIAL BRANCH

| | YTD Actual | Work Program | Difference |
|-------------------------------|---------------|---------------|--------------|
| Total Expenditures | 16,623,912.82 | | |
| Total Encumbrances | .00 | | |
| Total Pre-encumbrances | .00 | | |
| Total Obligations | 16,623,912.82 | 21,119,006.00 | 4,495,093.18 |

| Category | Description | Expended | Encumbered | Pre-encumbered | Obligated | Work Program | Difference |
|-----------|--------------------|---------------|------------|----------------|---------------|---------------|--------------|
| <u>01</u> | PERSONNEL SERVICES | 16,612,958.00 | .00 | .00 | 16,612,958.00 | 21,108,051.00 | 4,495,093.00 |
| <u>04</u> | OPERATING | 10,954.82 | .00 | .00 | 10,954.82 | 10,955.00 | .18 |

[Return to Selection Screen](#) [Download the Report](#)

State of Nevada Work Program

WP Number: C29423

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 |
|----------|------|--------|--------|----------------------------------|
| 04/15/14 | 101 | 090 | 1490 | STATE JUDICIAL ELECTED OFFICIALS |

Funds Available

| Budgetary GLs (2501 - 2599) | Description | WP Amount | Revenue GLs (3000 - 4999) | Description | WP Amount | Current Authority | Revised Authority |
|---|-------------|-----------|---|-------------------------------|----------------|-------------------|-------------------|
| | | | 4654 | TRANSFER FROM INTERIM FINANCE | 110,000 | 45,783 | 155,783 |
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| | | | | | | | |
| Subtotal Budgetary General Ledgers | | 0 | Subtotal Revenue General Ledgers(RB) | | 110,000 | | 155,783 |
| Total Budgetary & Revenue GLs | | | | | 110,000 | | |

Expenditures

| CAT | Amount | CAT | Amount |
|--|---------|-----|----------------|
| 01 | 110,000 | | |
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| Sub Total Category Expenditures | | | 110,000 |

Remarks

Request for an allocation from the IFC contingency fund for consideration at the IFC's June 2014 meeting to fund the unbudgeted Medicare assessment which started in fiscal year 2014.

Total Budgetary General Ledgers and Category Expenditures (AP) 110,000

dbjork
 Authorized Signature

04/15/14
 Date

 Controller's Office Approval

Requires Interim Finance approval since Requires IFC approval because the work program requests funding from their contingency fund.

Brian Sandoval
Governor



Julia Teska
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: April 22, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Colleen Murphy, 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.

JUDICIAL DISCIPLINE COMMISSION

Agenda Item Write-up:

Pursuant to NRS 353.268, the Judicial Discipline Commission requests an allocation of \$29,527 from the Interim Finance Committee Contingency Fund for an operating shortfall due to unanticipated commission expenses.

Additional Information:

The Judicial Discipline Commission continues to encounter unanticipated increases in costs related to its constitutionally mandated activities. Two unanticipated lengthy cases in particular have incurred significant contract costs this fiscal year. Due to these significant unanticipated costs the Judicial Discipline Commission budget has projected to exhaust the appropriations for the operating category for the second time this fiscal year. This is a small account with little flexibility and is comprised 100% of general funds. This relates to Work Program #C29327.

Statutory Authority:

NRS 353.268

REVIEWED: _____

ACTION ITEM: _____



DOUGLAS W. JONES
Chairman

STATE OF NEVADA
COMMISSION ON JUDICIAL DISCIPLINE
P.O. Box 48
Carson City, Nevada 89702
Telephone (775) 687-4017 • Fax (775) 687-3607
Website: <http://www.judicial.state.nv.us>

PAUL C. DEYHLE
General Counsel and
Executive Director

MEMORANDUM

April 21, 2014

TO: Julia Teska, Budget Director, Clerk of the Board
State of Nevada, Department of Administration
Division of Budget and Planning

FROM: Paul C. Deyhle, Executive Director and General Counsel *PD*
Nevada Commission on Judicial Discipline

RE: BA 1497 - Request for Additional Allocation of Funds by Interim Finance
Committee

The Nevada Commission on Judicial Discipline (the "Commission") respectfully requests \$29,526.77 in additional operating funds in order to fulfill its projected obligations, as well as carry out its statutory and constitutional mandates until the end of the fiscal year.

The Commission has been involved in two very public and contentious cases against Judge Steven Jones, a Las Vegas family court judge, spanning over 7 years. The liability phase of one of those cases concluded on December 6, 2013, after a one-week trial in Las Vegas. The disciplinary hearing in that case was held January 27, 2014. Following the disciplinary hearing, Judge Jones filed a Notice of Appeal with the Nevada Supreme Court with respect to the Commission's decision in that case. Judge Jones' opening brief is expected to be filed in early June, 2014. Consequently, the Commission expects to incur significant expenses in June, 2014 in connection with the preparation of the Commission's answering brief.

On February 27, 2014, the Nevada Supreme Court denied Judge Jones' Petition for Writ of Mandamus in the other Jones case, thereby clearing the way for the Commission to proceed forward in that case. Accordingly, on March 25, 2014, the Commission ordered Judge Jones to respond to the allegations in that case within thirty days. Consequently, additional costs are expected to be incurred prior to the end of the fiscal year upon receipt of Judge Jones' response to the complaint. In addition to the foregoing, a public hearing is anticipated to occur before the end of the fiscal year in another case as well.

The total in-state travel and operating costs incurred by the Commission on solely the Jones cases from July 1, 2013 until the date of this request are over \$229,000, which represents 89% of the Commission's total in-state travel (Category 03) and operating (Category 04) budgets for the entire 2013-2014 fiscal year.

On February 6, 2014, the Commission requested an allocation of additional funds from the Interim Finance Committee ("IFC") of \$174,763, which was based on accurate and reasonable budget projections submitted to the LCB Fiscal staff by the Commission and verified by the Budget Office. Over the objection of the Executive Director and General Counsel of the Commission, the Commission's request for funds was reduced by \$30,000 on the basis that sufficient funds were available in Category 01 (Personnel Services) which could be reallocated to Category 04. As a result of this reduction, the Commission received \$30,000 less than it had requested.

At a considerable cost to the Commission and the public, the Commission was forced to divert limited staff personnel and resources away from processing judicial discipline cases, which is the Commission's statutory and constitutional mandate, to prepare and submit another work program and associated budget projections, attend numerous meetings and participate in several teleconferences in connection therewith, as well as attend and prepare for another round of BOE and IFC hearings. Interestingly, but not surprisingly, the Commission is short \$29,526.77.

Had the Commission received the entire amount of its request for additional funds, without reduction, the Commission would have been able to simply transfer the \$30,000 from Category 01, when and if needed, and this present request would have been unnecessary. Since the Commission was forced to go through this process again, even more judicial discipline cases were left unprocessed which resulted in the Commission having to engage contract attorneys to process this additional backlog of cases. The incurrence of these additional costs, which will ultimately be borne by Nevada taxpayers, was unnecessary and could have been prevented, particularly when, as is the case, all funds received but not expended are returned to the general fund under the law.

Operating Funds (Category 04)

The total operating expenses incurred by the Commission from July 1, 2013 to the present are \$341,688.94, with \$112,114.83 in projected operating expenses,¹ for a total of \$453,803.77. The Commission's Category 04 authority is \$403,777.00, leaving a shortfall of \$50,026.77. As an offset to the projected shortfall, the Commission projects a Category 01 savings of approximately \$20,590.34 and Category 30 savings of approximately \$8,606.39. The Commission proposes to reallocate approximately \$12,500.00 from Category 01 to Category 04 and \$8,000.00 from Category 30 to Category 04. Despite these reallocations, the Commission projects a Category 04 shortfall of \$29,526.77.

¹ This amount includes operating expenses incurred on the Jones cases and all other Commission cases.

Conclusion

Based on the facts and considerations set forth above, the Commission is respectfully requesting \$29,526.77 in additional operating authority to fund the operations of the Commission until the end of the fiscal year.

Brian Sandoval
Governor



Julia Teska
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: April 18, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Melanie Young, Budget Analyst
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF TAXATION

Agenda Item Write-up:

Pursuant to NRS 353.268, Department of Taxation, requests an allocation of \$86,066 from the Interim Finance Committee Contingency Fund to fund the excise tax imposed from SB374, Section 24.4 in the 77th Legislative Session, relating to the sale of marijuana, edible marijuana products and marijuana-infused products.

Additional Information:

The Department of Taxation requests an allocation from the Interim Finance Committee Contingency Fund to modify the Unified Tax System (UTS), the continuation of the Tax Examiner II position effective March 1, 2014, and Master Service Agreement (MSA) contract personnel.

The total anticipated cost to implement SB374 has been revised from \$682,820 to \$651,497.

State Fiscal Year 2014 Projected Cost - \$459,125

State Fiscal Year 2015 Estimated Cost - \$86,066

Future Biennia - \$106,306

Statutory Authority:

NRS 353.268

REVIEWED: _____

ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF TAXATION

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

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

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor

ROBERT R. BARENGO
Chair, Nevada Tax Commission
CHRISTOPHER G. NIELSEN
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

MEMORANDUM

Date: April 15, 2014
To: Melanie Young, Budget Analyst
Department of Administration
From: Rick Gimlin, Administrative Services Officer *RG*
Subject: SB374, Taxation of Medical Marijuana, SFY 2015 Interim Finance Committee
Contingency Fund Allocation request

Pursuant to NRS 353.268, the Department of Taxation request an allocation of \$86,066 from the Interim Finance Committee Contingency Fund to implement the excise tax imposed from SB374, section 24.4 in the 77th Legislative session, relating to the sale of marijuana, edible marijuana products and marijuana-infused products.

In summary, SB374 requires the Department of Taxation to collect an excise tax on the retail and wholesale sale of medical marijuana. The legislation is effective upon passage and approval for the purpose of adopting regulations and conducting preliminary activities necessary to carry out the act, and on April 1, 2014 for all other purposes.

To comply with the requirements of SB374, the Department requested a Contingency Fund Allocation in state fiscal year (SFY) 2014 from the Interim Finance Committee (IFC) to modify the Unified Tax System (UTS) and to hire one Tax Examiner II position. The request was approved by the Board of Examiners on August 13, 2013 and the IFC approved \$520,412 of Contingency Allocation on August 30, 2013.

The Department has undertaken activities necessary to modify the UTS and has hired the Tax Examiner II. During SFY 2015, the Department estimates \$86,066 is needed for the Tax Examiner II position and to complete modifications to the UTS.

Supporting documentation is attached, including the previous request and expenditure projections for SFY 2015.

Please contact me at 775-684-2071 or gimlin@tax.state.nv.us if you have any questions or need additional information.

- C: Christopher G. Nielsen, Executive Director
- Deonne Contine, Chief Deputy Executive Director
- Sumiko Maser, Deputy Executive Director, Administration
- Vincent P. Cherpeski, Deputy Executive Director, Information Technology

RECEIVED

APR 17 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

2

| Category | Description | FY 2014 Projected | FY 2015 Estimated | Future Biennia |
|-----------------|--|--------------------------|--------------------------|-----------------------|
| 01 | Personnel Costs - Tax Examiner | \$ 21,255 | \$ 52,370 | \$ 104,740 |
| 04 | Operating Costs - Tax Examiner | \$ 1,879 | \$ 522 | \$ 1,044 |
| 04 | Operating Costs - MSA Contractor Services | \$ - | \$ 43 | \$ - |
| 05 | Equipment Costs - Tax Examiner | \$ 847 | \$ - | \$ - |
| 26 | Information Services - Operating Costs | \$ 3 | \$ - | \$ - |
| 26 | Information Services - MSA Contractor Services | \$ 414,465 | \$ 32,870 | \$ - |
| 26 | Information Services - Hardware & Software Costs | \$ 19,289 | \$ - | \$ - |
| 26 | Information Services - Tax Examiner | \$ 1,386 | \$ 261 | \$ 522 |
| Total | | \$ 459,125 | \$ 86,066 | \$ 106,306 |

| | | | |
|---------------------------------|-------------------|------------------|-------------------|
| Tax Examiner 1, PCN 4134 | \$ 25,367 | \$ 53,153 | \$ 106,306 |
| MSA Contractor Services | \$ 433,757 | \$ 32,913 | \$ - |
| Totals | \$ 459,125 | \$ 86,066 | \$ 106,306 |

| Catg | GL | Description | Position Related Costs | IT Specific Costs | Schedule | FY 2014 |
|------|------|--|------------------------|-------------------|------------------------------|-------------------|
| 00 | 2501 | IFC Contingency Allocation | 25,990 | 494,422 | - None - | 520,412 |
| | | Revenue, Category 00 Total | \$ 25,990 | \$ 494,422 | | \$ 520,412 |
| 01 | 5100 | Salaries | 17,580 | - | PAYROLL | 17,580 |
| 01 | 5200 | Workers Compensation | 506 | - | PAYROLL | 506 |
| 01 | 5300 | Retirement | 2,329 | - | PAYROLL | 2,329 |
| 01 | 5400 | Personnel Assessment | 111 | - | PAYROLL | 111 |
| 01 | 5500 | Group Insurance | - | - | PAYROLL | - |
| 01 | 5700 | Payroll Assessment | 28 | - | PAYROLL | 28 |
| 01 | 5750 | Retired Employees Group Insurance | 427 | - | PAYROLL | 427 |
| 01 | 5800 | Unemployment Compensation | 19 | - | PAYROLL | 19 |
| 01 | 5840 | Medicare | 255 | - | PAYROLL | 255 |
| | | Personnel Services, Category 01 Total | \$ 21,255 | \$ - | | \$ 21,255 |
| 04 | 7020 | Operating Supplies | 280 | - | - None - | 280 |
| 04 | 7021 | Operating Supplies-Paper | 25 | - | - None - | 25 |
| 04 | 7050 | Employee Bond Insurance | 3 | - | PAYROLL | 3 |
| 04 | 7054 | Ag Tort Claim Assessment | 120 | - | PAYROLL | 120 |
| 04 | 7080 | Legal Expenses | 350 | - | - None - | 350 |
| 04 | 7110 | Non-State Owned Office Rent | - | - | BLDG RENT NON-BLDGS AND GRDS | - |
| 04 | 7255 | B & G Lease Assessment | - | - | BLDG RENT NON-BLDGS AND GRDS | - |
| 04 | 7292 | EITS Voice Mail | 26 | - | EITS | 26 |
| 04 | 7294 | EITS Collect Call Charges | 17 | - | - None - | 17 |
| 04 | 7295 | EITS State Phone Line | 67 | - | EITS | 67 |
| 04 | 7299 | Telephone & Data Wiring | 116 | - | - None - | 116 |
| 04 | 7460 | Equipment Purchases < \$1,000 | 837 | - | EQUIPMENT | 837 |
| 04 | 7533 | EITS Email Service | 37 | - | EITS | 37 |
| | | Operating, Category 04 Total | \$ 1,879 | \$ - | | \$ 1,879 |
| 05 | 8241 | New Furnishings <\$5,000 - A | 847 | - | EQUIPMENT | 847 |
| | | Equipment, Category 05 Total | \$ 847 | \$ - | | \$ 847 |
| 26 | 7020 | Operating Supplies | 79 | 3 | - None - | 82 |
| 26 | 7060 | MSA Programmers | - | 402,465 | - None - | 402,465 |
| 26 | 7060 | RSI Maintenance Agreement | - | 12,000 | - None - | 12,000 |
| 26 | 7554 | EITS Infrastructure Assessment | 104 | - | PAYROLL | 104 |
| 26 | 7556 | EITS Security Assessment | 78 | - | PAYROLL | 78 |
| 26 | 7771 | Computer Software <\$5,000 - A | 447 | 16,222 | EQUIPMENT | 16,669 |
| 26 | 8371 | Computer Hardware <\$5,000 - A | 678 | 3,067 | EQUIPMENT | 3,745 |
| | | Information Services, Category 26 Total | \$ 1,386 | \$ 433,757 | | \$ 435,144 |
| | | Total Projected Expenses | \$ 25,367 | \$ 433,757 | | \$ 459,125 |
| | | Revenue minus Projected Expenses | \$ 623 | \$ 60,665 | | \$ 61,287 |

Personnel and associated position costs for a 1.0 FTE Tax Examiner 2 in Carson City, effective 03/01/14. PCN 4134, Grade 30, Step 1
 One-time costs

| Category | GL | Description | Position Related Costs | IT Specific Costs | Schedule | FY 2015 |
|----------|------|--|------------------------|-------------------|------------------------------|------------------|
| 00 | 2501 | IFC Contingency Allocation | 53,153 | 32,913 | - None - | 86,066 |
| | | Revenue, Category 00 Total | \$ 53,153 | \$ 32,913 | | \$ 86,066 |
| 01 | 5100 | Salaries | 36,334 | - | PAYROLL | 36,334 |
| 01 | 5200 | Workers Compensation | 1,046 | - | PAYROLL | 1,046 |
| 01 | 5300 | Retirement | 4,814 | - | PAYROLL | 4,814 |
| 01 | 5400 | Personnel Assessment | 222 | - | PAYROLL | 222 |
| 01 | 5500 | Group Insurance | 8,344 | - | PAYROLL | 8,344 |
| 01 | 5700 | Payroll Assessment | 58 | - | PAYROLL | 58 |
| 01 | 5750 | Retired Employees Group Insurance | 981 | - | PAYROLL | 981 |
| 01 | 5800 | Unemployment Compensation | 44 | - | PAYROLL | 44 |
| 01 | 5840 | Medicare | 527 | - | PAYROLL | 527 |
| | | Personnel Services, Category 01 Total | \$ 52,370 | \$ - | | \$ 52,370 |
| 04 | 7020 | Operating Supplies | 53 | - | - None - | 53 |
| 04 | 7021 | Operating Supplies-Paper | 50 | - | - None - | 50 |
| 04 | 7050 | Employee Bond Insurance | 3 | - | PAYROLL | 3 |
| 04 | 7054 | Ag Tort Claim Assessment | 120 | - | PAYROLL | 120 |
| 04 | 7110 | Non-State Owned Office Rent | - | - | BLDG RENT NON-BLDGS AND GRDS | - |
| 04 | 7255 | B & G Lease Assessment | - | - | BLDG RENT NON-BLDGS AND GRDS | - |
| 04 | 7292 | EITS Voice Mail | 65 | 9 | EITS | 74 |
| 04 | 7295 | EITS State Phone Line | 163 | 22 | EITS | 185 |
| 04 | 7299 | Telephone & Data Wiring | - | - | - None - | - |
| 04 | 7460 | Equipment Purchases < \$1,000 | - | - | EQUIPMENT | - |
| 04 | 7533 | EITS Email Service | 68 | 12 | EITS | 80 |
| | | Operating, Category 04 Total | \$ 522 | \$ 43 | | \$ 565 |
| 05 | 8241 | New Furnishings <\$5,000 - A | - | - | EQUIPMENT | - |
| | | Equipment, Category 05 Total | \$ - | \$ - | | \$ - |
| 26 | 7020 | Operating Supplies | 79 | - | - None - | 79 |
| 26 | 7060 | MSA Programmers | - | 32,870 | - None - | 32,870 |
| 26 | 7060 | RSI Maintenance Agreement | - | - | - None - | - |
| 26 | 7554 | EITS Infrastructure Assessment | 104 | - | PAYROLL | 104 |
| 26 | 7556 | EITS Security Assessment | 78 | - | PAYROLL | 78 |
| 26 | 7771 | Computer Software <\$5,000 - A | - | - | EQUIPMENT | - |
| 26 | 8371 | Computer Hardware <\$5,000 - A | - | - | EQUIPMENT | - |
| | | Information Services, Category 26 Total | \$ 261 | \$ 32,870 | | \$ 33,131 |
| | | Total Estimated Expenses | \$ 53,153 | \$ 32,913 | | \$ 86,066 |
| | | Revenue minus Estimated Expenses | \$ - | \$ - | | \$ - |

Personnel and associated position costs for a 1.0 FTE Tax Examiner 2 in Carson City, effective 03/01/14. PCN 4134, Grade 30, Step 1
 One-time costs

Narrative:

The Department requested and was authorized funding in the amount of \$465,465 to engage Master Service Agreement (MSA) contractors to backfill for Taxation staff engaged in implementing the Medical Marijuana Excise Tax as well as assist in the implementation. The Department has completed the critical components of the tax which will be implemented on schedule. The contract staff engagement was planned to end on June 30 with the work completed and transitioned back to Taxation staff.

Unfortunately, one of the 3 contract personnel has given notice that they will be leaving April 26 rather than June 30, leaving approximately 2 labor months of work to be addressed. Due to the time required for orientation and familiarization with the Tax Administration System (TAS), it is not feasible to replace that resource (TAS is the largest component of the Unified Tax System). The Department requests to utilize the unexpended funds approved in state fiscal year (SFY) 2014 to complete the deferred work as planned in SFY 2015. This will allow the Department to complete work without adding to the current backlog.

Estimated Costs for SFY 2015

| <i>MSA Contractor</i> | <i>Month</i> | <i>Hours</i> | <i>Contractor cost per hour</i> | <i>Estimated Cost</i> |
|-----------------------|------------------------------|---------------|---------------------------------|-------------------------|
| | July | 178 | 95 | 16,910 |
| | August | 168 | 95 | 15,960 |
| | Total Labor | \$ 346 | | \$ 32,870 |
| <i>MSA Email</i> | 2 months @ \$6.23 per month | | | 12.46 |
| <i>MSA Phone Line</i> | 2 months @ \$11.20 per month | | | 22.40 |
| <i>MSA Voice Mail</i> | 2 months @ \$4.28 per month | | | 8.56 |
| | Total MSA costs | | | <u>\$ 32,913</u> |

6

Brian Sandoval
Governor



Julia Teska
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: April 23, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Carla Watson, Budget Analyst
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 MOTOR VEHICLES – DIVISION OF MOTOR VEHICLE
INFORMATION TECHNOLOGY**

Agenda Item Write-up:

REQUEST FOR ALLOCATION FROM THE CONTINGENCY FUND – Pursuant to NRS 353.268, the Department of Motor Vehicles – Division of Motor Vehicle Information Technology is requesting an allocation of \$140,256 from the Interim Finance Committee Contingency Fund for Highway Fund to contract with a project manager to write the Request for Proposal for the department's System Modernization project.

Additional Information:

The consultant must know how to fully incorporate every area of the department's business requirements into the RFP, ensuring all of the needs for business processes, as well as the needs of their IT division (i.e. reporting tools, ease of system programming changes etc.), have been identified. Currently, the department does not have an employee with this type of specialized experience to properly manage a project of this size and scope. Reference Work Program #C29505

Statutory Authority:

NRS 353.268

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

Brian Sandoval
Governor



Troy L. Dillard
Director

555 Wright Way
Carson City, Nevada 89711-0900
Telephone (775) 684-4368
www.dmv.nv.com

April 14, 2014

TO: Carla Watson
Budget Analyst V

FROM: Amy McKinney *Amy McKinney*
Administrator

SUBJECT: Work Program C29505 – FY15
BA 4715 – Motor Vehicle Information Technology

Attached is work program C29505 requesting a transfer from the Highway Contingency Fund to establish CAT 44 – System Modernization RFP (request for proposal) in FY15 to hire a Project Manager IV (consultant) to write the RFP for the Department's System Modernization project.

The Department is seeking a consultant who has successfully executed RFPs for projects of this type and magnitude.

The NV DMV is unique in that it encompasses much more than most other DMVs (i.e., driver license, vehicle registration/title, motor carrier, motor vehicle business and occupational licensing, etc.). The consultant must know how to fully incorporate every area of the DMV's business requirements into the RFP, ensuring all of the needs for business processes, as well as the needs of our IT division (i.e. reporting tools, ease of system programming changes etc.), have been identified. Currently, the Department does not have an employee with this type of specialized experience to properly manage a project of this size and scope. The hourly rate for a Project Manager IV is approximately \$146.10. It is anticipated that it will take approximately 960 hours to write the RFP, for a total cost of \$140,256.

In accordance with the requirement to access contingency fund money, we request this package be presented to the Board of Examiners on June 10, 2014.

If you have any questions regarding the work program, please let me know.

Cc: Cyndie Munoz, ASO III, Administrative Services
Cindy St. Hilaire, Budget Analyst II, Administrative Services

State of Nevada Work Program

WP Number: C29505

FY 2015

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 |
|----------|------|--------|--------|----------------------|
| 04/18/14 | 201 | 810 | 4715 | DMV - AUTOMATION |

Funds Available

| Budgetary GLs (2501 - 2599) | Description | WP Amount | Revenue GLs (3000 - 4999) | Description | WP Amount | Current Authority | Revised Authority |
|---|-------------|-----------|---|-------------------------------|----------------|-------------------|-------------------|
| | | | 4650 | TRANSFER FROM CONTINGENCY-HWY | 140,256 | 0 | 140,256 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Subtotal Budgetary General Ledgers | | 0 | Subtotal Revenue General Ledgers(RB) | | 140,256 | | 140,256 |
| Total Budgetary & Revenue GLs | | | | | 140,256 | | |

Expenditures

| CAT | Amount | CAT | Amount |
|--|---------|-----|----------------|
| 44 | 140,256 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Sub Total Category Expenditures | | | 140,256 |

Remarks
 This work program is requesting Highway Contingency Funds to establish CAT 44 - System Modernization Request for Proposal (RFP) in FY15 to hire a Project Manager IV (consultant) to write the RFP for the Department's System Modernization project.

Total Budgetary General Ledgers and Category Expenditures (AP) **140,256**

_____ **akeillor** _____
 Authorized Signature

_____ **04/22/14** _____
 Date

_____ **Controller's Office Approval** _____

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

**Department of Administration
Work Program Packet Checklist**

- ✓ Work program form
- ✓ Work program packet checklist
- ✓ Cumulative modification worksheet
- ✓ Cover Page detailing the reasons for the revision, benefits to the division, department and state and consequences if not approved
- ✓ Financial/Budget Status Reports (current)
- Budget projections with corresponding detail
- ✓ Fund map reflecting amounts before and after the revision
- NPD 19 (If requesting new position) **include copy of current organizational chart w/proposed change**
- Quotes for the purchase of unbudgeted items (i.e., equipment, computers, etc.)
- Spreadsheets/detailed calculations supporting request

WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE

- Grant history/reconciliation form for grants
- Copies of all grant awards for the current year listed on the grant reconciliation form
- Copy of grant budget - if applicable
- Summary of the grant program and purpose if not included in the grant award document

IFC determination evaluation (reason work program does or does not require IFC approval indicated with an X)

Requires IFC approval because

- | | |
|---|--|
| <input checked="" type="checkbox"/> \$75,000 or more cumulative for an expenditure category | <input type="checkbox"/> Exceeds \$30,000 cumulative and is 10% or more cumulative for an expenditure category |
| <input type="checkbox"/> Involves the allocation of block grant funds and the agency is choosing to use the IFC meeting for the required public hearing per NRS 353.337 | <input type="checkbox"/> Non-governmental grant or gift in excess of \$20,000 |
| <input type="checkbox"/> Includes new positions | <input type="checkbox"/> Other: |

Does not require IFC approval because

- | | |
|--|--|
| <input type="checkbox"/> \$30,000 or less cumulative for each expenditure category | <input type="checkbox"/> Places funds in Reserves, Reserve for Reversion, or Retained Earnings categories only |
| <input type="checkbox"/> Less than \$75,000 cumulative and 10% cumulative for each expenditure category | <input type="checkbox"/> Non-executive budget |
| <input type="checkbox"/> \$5,000 or less for expenditure categories 02, 03, 05, & 30 and \$10,000 or less for any other expenditure categories | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Implements general/highway fund salary adjustments approved by the BOE | Approved by: Date: |

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

Budget Account 4715 - DMV - AUTOMATION
Work Program C29505
Fiscal Year 2015

Submitted April 22, 2014

Budget Account's Primary Purpose, Function and Statutory Authority

The Motor Vehicle Information Technology Division (MVIT) provides data processing support for the Department of Motor Vehicles. It maintains application systems and the necessary infrastructure for systems data, and provides technical and operating support. The activities of this budget are primarily supported by Highway Fund revenues. Statutory Authority: NRS 481.

Purpose of Work Program

This work program is requesting Highway Contingency Funds to establish CAT 44 - System Modernization Request for Proposal (RFP) in FY15 to hire a Project Manager IV (consultant) to write the RFP for the Department's System Modernization project.

Justification

The Department is seeking a consultant who has successfully executed RFPs for projects of this type and magnitude.

The NV DMV is unique in that it encompasses much more than most other DMVs (i.e., driver license, vehicle registration/title, motor carrier, motor vehicle business and occupational licensing, etc.). The consultant must know how to fully incorporate every area of the DMV's business requirements into the RFP, ensuring all of the needs for business processes, as well as the needs of our IT division (i.e. reporting tools, ease of system programming changes etc.), have been identified. Currently, the Department does not have an employee with this type of specialized experience to properly manage a project of this size and scope.

Expected Benefits to be Realized

Approval of this work program will provide the funding required for a consultant to write the RFP, increasing the likelihood that the RFP will be written in a manner ensuring the System Modernization project is successful.

Explanation of Projections and Documentation

Project Manager IV \$146.10 per hour x 960 hours = 140,256

New Positions: No

Summary of Alternatives and Why Current Proposal is Preferred

If the Department is not successful in getting this funding for the consultant, there is a high likelihood that the RFP will not be written in a manner ensuring the System Modernization project will meet the many specialized needs of the agency.

**STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF MOTOR VEHICLES
DMV - AUTOMATION
B/A 4715 SFY15**

| G.L.# | REVENUES Description | Original or Legislatively Approved Work Program | PENDING | | ----CUMULATIVE---- | | Total Amount |
|---------------------------|-------------------------------|--|---------------------|----------------|--------------------|-------------------|--------------|
| | | | FIRST | | Dollar Change | Percent Change | |
| | | | Work Program Change | | | | |
| | | | WP # C29505 | | | | |
| 2507 | HIGHWAY FUND AUTHORIZATION | 5,426,976 | | 0 | 0.0% | 5,426,976 | |
| 4231 | COST ALLOCATION REIMBURSEMENT | 370,946 | | 0 | 0.0% | 370,946 | |
| 4254 | MISCELLANEOUS REVENUE | 741,790 | | 0 | 0.0% | 741,790 | |
| 4355 | REIMBURSEMENT OF EXPENSES | 54,806 | | 0 | 0.0% | 54,806 | |
| 4650 | TRANSFER FROM CONTINGENCY-HWY | 0 | 140,256 | 140,256 | 100.0% | 140,256 | |
| 4721 | TRANS FROM DMV | 2,839,330 | | 0 | 0.0% | 2,839,330 | |
| Total Revenues | | 9,433,848 | 140,256 | 140,256 | 1.5% | 9,574,104 | |
| EXPENDITURES | | | | | | | |
| Cat | Description | | | | | | |
| 01 | PERSONNEL | 5,964,413 | | 0 | 0.0% | 5,964,413 | |
| 03 | IN-STATE TRAVEL | 12,987 | | 0 | 0.0% | 12,987 | |
| 04 | OPERATING EXPENSES | 242,615 | | 0 | 0.0% | 242,615 | |
| 24 | DOIT FACILITY CHARGES | 1,642,138 | | 0 | 0.0% | 1,642,138 | |
| 26 | INFORMATION SERVICES | 1,179,261 | | 0 | 0.0% | 1,179,261 | |
| 27 | DATA TELECOMMUNICATIONS | 96,637 | | 0 | 0.0% | 96,637 | |
| 28 | VOICE TELECOMMUNICATIONS | 129,113 | | 0 | 0.0% | 129,113 | |
| 30 | TRAINING | 86,057 | | 0 | 0.0% | 86,057 | |
| 37 | EMISSIONS-VID | 9,063 | | 0 | 0.0% | 9,063 | |
| 39 | OHV REGISTRATION COSTS | 54,806 | | 0 | 0.0% | 54,806 | |
| 44 | SYSTEM MODERNIZATION RFP | 0 | 140,256 | 140,256 | 100.0% | 140,256 | |
| 87 | PURCHASING ASSESSMENT | 4,063 | | 0 | 0.0% | 4,063 | |
| 88 | STATE COST ALLOCATION | 12,695 | | 0 | 0.0% | 12,695 | |
| Total Expenditures | | 9,433,848 | 140,256 | 140,256 | 1.5% | 9,574,104 | |

4/18/2014, 2:50 PM

DEPARTMENT OF MOTOR VEHICLES
 MOTOR VEHICLE INFORMATION TECHNOLOGY
 BIA 201-4715
 SUMMARY
 FISCAL YEAR 2015

| CAT | CAT Title | Authority | Expended 04/18/14 | Pending | Projected | Remaining | WP C29505 | WP | Revert to Fund 201 | Revert to Other |
|-----|------------------------------|-----------------|----------------------|---------|-----------------|----------------|---------------|------|-----------------------|--------------------|
| 01 | Personnel | \$ 5,964,413.00 | \$ - | \$ - | \$ 5,964,413.00 | \$ - | | | \$ - | \$ - |
| 03 | In-State Travel | \$ 12,987.00 | \$ - | \$ - | \$ - | \$ 12,987.00 | | | \$ 12,987.00 | \$ - |
| 04 | Operating | \$ 242,615.00 | \$ - | \$ - | \$ 162,110.00 | \$ 80,505.00 | | | \$ 80,505.00 | \$ - |
| 24 | DoIT Facility Charges | \$ 1,642,138.00 | \$ - | \$ - | \$ 1,642,138.00 | \$ - | | | \$ - | \$ - |
| 26 | Information Services | \$ 1,179,261.00 | \$ - | \$ - | \$ 1,194,985.00 | \$ (15,724.00) | | | \$ (15,724.00) | \$ - |
| 27 | Data Telecommunications | \$ 96,637.00 | \$ - | \$ - | \$ - | \$ 96,637.00 | | | \$ 96,637.00 | \$ - |
| 28 | Voice Telecommunications | \$ 129,113.00 | \$ - | \$ - | \$ 56,977.00 | \$ 72,136.00 | | | \$ 72,136.00 | \$ - |
| 30 | Training | \$ 86,057.00 | \$ - | \$ - | \$ - | \$ 86,057.00 | | | \$ 86,057.00 | \$ - |
| 33 | Out-of-State Registration | \$ - | \$ - | \$ - | \$ - | \$ - | | | \$ - | \$ - |
| 37 | Emissions VID | \$ 9,063.00 | \$ - | \$ - | \$ 9,063.00 | \$ - | | | \$ - | \$ - |
| 38 | Insurance Verification (IVP) | \$ - | \$ - | \$ - | \$ - | \$ - | | | \$ - | \$ - |
| 39 | OHV Registration | \$ 54,806.00 | \$ - | \$ - | \$ 54,806.00 | \$ - | | | \$ - | \$ - |
| 42 | CDL Program Grant | \$ - | \$ - | \$ - | \$ - | \$ - | | | \$ - | \$ - |
| 43 | 2013 Legislative Implemental | \$ - | \$ - | \$ - | \$ - | \$ - | | | \$ - | \$ - |
| 44 | System Modernization RFP | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 140,256.00 | | \$ - | \$ - |
| 85 | Reserve for Reversion | \$ - | \$ - | \$ - | \$ - | \$ - | | | \$ - | \$ - |
| 87 | Purchasing Assessment | \$ 4,063.00 | \$ - | \$ - | \$ 4,063.00 | \$ - | | | \$ - | \$ - |
| 88 | State Cost Recovery Plan | \$ 12,695.00 | \$ - | \$ - | \$ 12,695.00 | \$ - | | | \$ - | \$ - |
| | | \$ 9,433,848.00 | \$ - | \$ - | \$ 9,101,250.00 | \$ 332,598.00 | \$ 140,256.00 | \$ - | \$ 332,598.00 | \$ - |

DEPARTMENT OF MOTOR VEHICLES
Motor Vehicle Information Technology (MVIT)
Legislatively Approved Budget
SFY15 - FUNDING MAP
B/A 201-4715

| Revenues | Automation | OHV Program | VID Project | CDL Grant | Total FY15 | WP C29505 | WP | New Total FY15 |
|--|--------------|-------------|-------------|-----------|--------------|------------|------|----------------|
| 2507 Highway Fund Authorization | \$ 5,426,976 | | | | \$ 5,426,976 | | | \$ 5,426,976 |
| 2511 Balance Forward from Prev YR | \$ - | | | | \$ - | | | \$ - |
| 3410 Commercial Driver's Lic Prog Improv Grant | \$ - | | | | \$ - | | | \$ - |
| 3580 Federal Grants - DJAP | \$ - | | | | \$ - | | | \$ - |
| 4203 Prior Year Refunds | \$ - | | | | \$ - | | | \$ - |
| 4211 Commercial Driver's Lic Prog Improv Grant | \$ - | | | | \$ - | | | \$ - |
| 4231 Intra-Agency Admin Cost Alloc | \$ 370,946 | | | | \$ 370,946 | | | \$ 370,946 |
| 4254 Miscellaneous Revenue | \$ 741,790 | | | | \$ 741,790 | | | \$ 741,790 |
| 4335 Reimbursement of Expenses | \$ - | | | | \$ - | | | \$ - |
| 4354 Reimbursement from CC, LV Township Const | \$ - | | | | \$ - | | | \$ - |
| 4355 Reimbursement of Expenses - OHV | \$ 54,806 | | | | \$ 54,806 | | | \$ 54,806 |
| 4650 Trans From Contingency-HWY | \$ - | | | | \$ - | \$ 140,256 | | \$ 140,256 |
| 4721 Transfer from DMV | \$ 2,839,330 | | | | \$ 2,839,330 | | | \$ 2,839,330 |
| | \$ 9,433,848 | \$ - | \$ - | \$ - | \$ 9,433,848 | \$ 140,256 | \$ - | \$ 9,574,104 |
| Expenditures | | | | | | | | |
| 01 Personnel Services | \$ 5,964,413 | | | | \$ 5,964,413 | | | \$ 5,964,413 |
| 03 In State Travel | \$ 12,987 | | | | \$ 12,987 | | | \$ 12,987 |
| 04 Operating | \$ 242,615 | | | | \$ 242,615 | | | \$ 242,615 |
| 05 Equipment | \$ - | | | | \$ - | | | \$ - |
| 13 NMVTIS Grant | \$ - | | | | \$ - | | | \$ - |
| 24 DoIT Charges | \$ 1,642,138 | | | | \$ 1,642,138 | | | \$ 1,642,138 |
| 25 HNTSA Grant - DIAP | \$ - | | | | \$ - | | | \$ - |
| 26 Information Services | \$ 1,179,261 | | | | \$ 1,179,261 | | | \$ 1,179,261 |
| 27 Line & Circuit Charges | \$ 96,637 | | | | \$ 96,637 | | | \$ 96,637 |
| 28 800# Expansion Project | \$ 129,113 | | | | \$ 129,113 | | | \$ 129,113 |
| 30 Training | \$ 86,057 | | | | \$ 86,057 | | | \$ 86,057 |
| 33 Out-of-State Registration | \$ - | | | | \$ - | | | \$ - |
| 37 Emissions VID | \$ 9,063 | | | | \$ 9,063 | | | \$ 9,063 |
| 39 OHV Registration | \$ 54,806 | | | | \$ 54,806 | | | \$ 54,806 |
| 42 CDL Program Grant | \$ - | | | | \$ - | | | \$ - |
| 43 2013 Legislative Implementation | \$ - | | | | \$ - | | | \$ - |
| 44 System Modernization RFP | \$ - | | | | \$ - | \$ 140,256 | | \$ 140,256 |
| 85 Reserve for Reversion | \$ - | | | | \$ - | | | \$ - |
| 87 Purchasing Assessment | \$ 4,063 | | | | \$ 4,063 | | | \$ 4,063 |
| 88 State Cost Allocation | \$ 12,695 | | | | \$ 12,695 | | | \$ 12,695 |
| | \$ 9,433,848 | \$ - | \$ - | \$ - | \$ 9,433,848 | \$ 140,256 | \$ - | \$ 9,574,104 |

SALARY ADJUSTMENTS

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative Session.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

| BA# | BUDGET ACCOUNT NAME | GENERAL FUND ADJUSTMENT | HWY FUND ADJUSTMENT |
|------------|----------------------------|--|--------------------------------|
| 4713 | Nevada Highway Patrol | | \$352,732 |
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| | | | |
| | Total | | \$352,732 |

Brian Sandoval
Governor



James M. Wright
Director
Colonel Dennis S. Osborn
Chief

Nevada Highway Patrol

555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 687-5300 • Fax (775) 684-4879

April 3, 2014

Julie Strandberg, Budget analyst IV
Department of Administration
209 E. Musser Street, Room 200
Carson City, NV 89701-4298

RE: Board of Examiners approval for Highway Salary Adjustment funds for the Nevada Highway Patrol.

Dear Julie;

The Nevada Highway Patrol is requesting the Board of Examiners (BOE) approval for salary adjustment funds in the amount of \$352,732 in accordance with Assembly bill 511, Sections 6, 7 and 8. The amount of this request is below the cap allocated of \$788,489.

Work Program 14SA1437 has been prepared for processing once this request is approved.

A handwritten signature in black ink that reads "Johnny R. McCuin".

Johnny R. McCuin
Administrative Services Officer III

Exhibits:

- A. Salary Adjustment Worksheet
- B. Salary Projections Worksheet
- C. Highway Fund Salary Adjustment Cap Document

**Department of Public Safety
Nevada Highway Patrol
FY 14 Category 01 - Personnel Services - Salary Adjustment Calculation
B/A 4713**

| | | |
|--|----------------------|--------------------------|
| Starting Authority Balance for FY14 | | \$ 48,722,562.00 |
| Less | | |
| YTD Expenditures (Payroll thru PP20 - 3/28/14) | 35,224,717.08 | |
| Projected Salary Costs through the End of FY14 | <u>14,535,618.04</u> | |
| Projected Expenditures in FY14 | | <u>49,760,335.12</u> |
| Projected Authority Shortfall | | <u>\$ (1,037,773.12)</u> |

Highway Fund Salary Adjustment Calculation

| | | |
|--|------------------|-------------------------------------|
| Projected Expenditures in FY14 | | \$ 49,760,335.12 |
| Less Non-Qualifying HFSA Expenses | | |
| Holiday Pay ^[1] | 2,624.48 | |
| Comp Time Payoff | 13,793.65 | |
| Shift Differential Pay ^[1] | 75,060.50 | |
| Terminal Sick Leave Pay | 60,208.18 | |
| Terminal Annual Leave Pay | 164,299.66 | |
| Forfeited Annual Leave Payoff | 3,217.41 | |
| Cloth/Uniform/Tool Allowance ^[1] | <u>15,837.76</u> | |
| Total non-qualifying HFSA Expenses | | <u>335,041.64</u> |
| Highway Fund Salary Adjustment Qualifying Expenses | | \$ 49,425,293.48 |
| Less Expenditure Reduction in CAT 81 | | \$ (350,000.00) |
| Highway Fund Salary Adjustment Cash Requested ^[3] | | <u>\$ 352,731.48</u> ^[2] |

Notes:

[1] Difference between budgeted and actual costs

[2] 651 DPS-HIGHWAY PATROL FY14 HFSA Allocation = \$788,489

[3] DPS General Services Division has notified NHP that there will be at least \$350,000 in cost allocation reductions in the current year.

Payroll Report - Fiscal Year 2014
Highway Patrol - Budget Account #4713

| GL | Description | Actual | | | | | | | | | | | |
|----------|-----------------------------------|--------------------------|--------------|--------------|--------------|--------------|------------------------|---------------|---------------|--------------------------|---------------|---------------|--|
| | | 7/19/13 (4th of July) | 7/21/13 | 8/4/13 | 8/18/13 | 9/1/13 | 9/15/13 (Labor Day) | 9/29/13 | 10/13/13 | 10/27/13 (Nevada Day) | 11/10/13 | 11/24/13 | |
| BSR Date | | 7/19/13 | 7/21/13 | 8/4/13 | 8/18/13 | 9/1/13 | 9/15/13 | 9/29/13 | 10/13/13 | 10/27/13 | 11/10/13 | 11/24/13 | |
| | Paid Through WP TOTAL | 30,966,938.00 | 997,998.86 | 980,953.81 | 981,247.12 | 995,858.61 | 1,021,390.09 | 983,058.88 | 972,419.32 | 1,004,680.65 | 972,419.32 | 1,004,680.65 | |
| 5100 | Salaries | (15,761.66) | (23,652.72) | (31,046.23) | (32,946.11) | (31,739.90) | (49,568.83) | (33,891.58) | (21,762.89) | (29,926.03) | (21,762.89) | (29,926.03) | |
| 5120 | Furlough Adjustments | 5,938.40 | 12,955.68 | 5,209.52 | 3,985.23 | 3,301.81 | 2,771.17 | 2,156.79 | 1,837.70 | 1,529.17 | 1,837.70 | 1,529.17 | |
| 5200 | Workers Compensation | 204,536.54 | 385,259.39 | 384,767.25 | 382,685.86 | 382,548.75 | 393,922.81 | 382,489.89 | 379,269.77 | 392,268.37 | 379,269.77 | 392,268.37 | |
| 5300 | Retirement | | | | | | | | | | | | |
| 5320 | PERS Hold Harmless for Furlough | | | | | | | | | | | | |
| 5400 | Personnel Assessment | 193,690.00 | | | 193,690.00 | | | | | | | | |
| 5500 | Group Insurance | 4,607,015.00 | | | 1,626.40 | 326,948.11 | | 334,763.57 | | | | 322,845.53 | |
| 5610 | Sick Leaves | 18,004.58 | 42,158.29 | 52,441.44 | 65,292.19 | 41,351.57 | 44,821.83 | 56,512.81 | 45,906.24 | 40,285.16 | 45,906.24 | 40,285.16 | |
| 5620 | Annual Leaves | 55,090.24 | 94,729.21 | 85,090.03 | 66,870.41 | 61,901.93 | 61,461.77 | 59,434.70 | 89,852.09 | 80,343.74 | 89,852.09 | 80,343.74 | |
| 5630 | Holiday Leaves | 225.20 | | 180.08 | | | | 309.36 | | 106.89 | | 106.89 | |
| 5640 | Comp Time Leaves | 29,753.06 | 13,225.42 | 14,946.15 | 17,210.11 | 8,909.15 | 8,745.87 | 9,372.62 | 14,294.42 | 12,991.98 | 14,294.42 | 12,991.98 | |
| 5650 | Other Leaves | 3,622.70 | 8,387.92 | 15,824.52 | 2,554.80 | 18,881.98 | 14,617.30 | 13,707.12 | 7,961.87 | 13,481.35 | 7,961.87 | 13,481.35 | |
| 5660 | Furlough Leave | 15,761.66 | 23,652.72 | 31,046.23 | 32,946.11 | 31,739.90 | 49,568.83 | 33,891.58 | 21,762.89 | 29,926.03 | 21,762.89 | 29,926.03 | |
| 5700 | Payroll Assessment | 49,572.00 | 49,572.00 | | | | | | | | | | |
| 5750 | Retired Employees Group Insurance | 16,218.62 | 27,924.57 | 27,645.21 | 27,322.05 | 27,165.61 | 27,676.04 | 27,089.49 | 27,227.98 | 27,718.22 | 27,227.98 | 27,718.22 | |
| 5800 | Unemployment Compensation | 76,251.00 | 1,400.53 | 4,826.83 | 4,783.34 | 4,938.24 | 4,951.89 | 4,715.36 | 4,569.27 | 4,977.74 | 4,569.27 | 4,977.74 | |
| 5810 | Overtime Pay | 40,256.85 | 78,274.27 | 79,080.21 | (3,326.51) | 134,143.63 | 62,056.35 | 46,375.64 | 42,491.92 | 60,826.68 | 42,491.92 | 60,826.68 | |
| 5820 | Holiday Pay | 49,406.58 | 64.76 | 259.60 | | | 42,894.75 | | | 44,056.64 | | 44,056.64 | |
| 5830 | Comp Time Payoff | | | 1,257.49 | 565.51 | 54.11 | | 584.16 | | 1,440.83 | | 1,440.83 | |
| 5840 | Medicare | 10,045.60 | 17,065.60 | 17,877.91 | 18,123.40 | 17,456.51 | 19,298.78 | 16,634.87 | 17,245.25 | 17,615.51 | 17,245.25 | 17,615.51 | |
| 5880 | Shift Differential Pay | 6,844.14 | 16,396.68 | 16,934.05 | 16,624.71 | 18,319.19 | 18,454.26 | 18,371.65 | 17,346.48 | 17,905.40 | 17,346.48 | 17,905.40 | |
| 5901 | Payroll Adjustments | | | | | | | | | | | | |
| 5904 | Vacancy Savings | | | | | | | | | | | | |
| 5910 | Standby Pay | 407.15 | 677.00 | 483.74 | 714.46 | 409.76 | 763.52 | 583.45 | 823.45 | 319.42 | 823.45 | 319.42 | |
| 5940 | Dangerous Duty Pay | 527.00 | | | | | 46.50 | | | | | | |
| 5960 | Terminal Sick Leave Pay | | | 11,745.25 | 23,274.37 | | | | | | | | |
| 5970 | Terminal Annual Leave Pay | | | 19,317.80 | 18,433.96 | 5,068.13 | | 15,745.07 | 5,358.99 | 16,079.20 | 5,358.99 | 16,079.20 | |
| 5975 | Forfeited Annual Leave Payoff | | | | | | | | | 1,069.00 | | 1,069.00 | |
| 5980 | Call Back Pay | 1,762.68 | 5,446.79 | 3,906.83 | 6,047.58 | 5,031.46 | 7,272.02 | 5,677.96 | 5,080.29 | 4,603.77 | 5,080.29 | 4,603.77 | |
| 7170 | Cloth/Uniform/Tool Allowance | | | | | | | | | | | | |
| | | 1,310,060.77 | 2,088,410.43 | 1,720,844.52 | 1,827,724.99 | 2,052,288.55 | 1,773,215.98 | 1,978,038.01 | 1,632,621.52 | 2,065,145.25 | 1,632,621.52 | 2,065,145.25 | |
| | Cummulative Total | 1,310,060.77 | 3,398,471.20 | 5,119,315.72 | 6,947,040.71 | 8,999,328.26 | 10,772,545.24 | 12,750,583.25 | 14,383,204.77 | 16,448,350.02 | 14,383,204.77 | 16,448,350.02 | |
| | | 7/19/13 BSR | 8/9/13 BSR | 8/16/13 BSR | 8/30/13 BSR | 9/1/13 BSR | 9/30/13 BSR | 10/1/13 BSR | 10/24/13 BSR | 11/08/13 BSR | 10/24/13 BSR | 11/08/13 BSR | |

4

**Payroll Report - Fiscal Year 2014
Highway Patrol - Budget Account #4713**

| GL Description | Actual | | | | | | | | | |
|--|----------------|--------------------|--------------------|----------------------------|-----------------|---------------------------------|-----------------|-------------------------------|-----------------|-------------------|
| | BSR Date | PP #11 11/22/13 | PP #12* 12/6/13 | PP13 12/20/13 | PP14* 1/3/14 | PP15 1/17/14 | PP16 1/31/14 | PP17* 2/14/14 | PP19 2/28/14 | PP19* 3/14/14 |
| | | | (Veteran's Day) | (Thanksgiving, Family Day) | | (Christmas Day, New Year's Day) | | (Martin Luther King, Jr. Day) | | (President's Day) |
| | | 11/10/13 | 11/24/13 | 12/8/13 | 12/22/13 | 1/5/14 | 1/19/14 | 2/2/14 | 2/16/14 | 3/2/14 |
| Paid Through | | | | | | | | | | |
| WP TOTAL | | | | | | | | | | |
| 5100 Salaries | 30,966,938.00 | 979,101.32 | 1,047,148.54 | 981,862.62 | 892,014.29 | 927,441.48 | 1,024,526.99 | 1,073,272.98 | 985,339.29 | 1,074,758.87 |
| 5120 Furlough Adjustments | | (19,342.90) | (20,091.25) | (45,639.19) | (30,297.00) | (24,042.66) | (17,395.16) | (27,542.18) | (20,525.53) | (28,982.92) |
| 5200 Workers Compensation | 488,282.00 | 1,402.41 | 1,301.80 | 1,072.37 | 34,776.11 | 43,658.79 | 34,788.12 | 37,552.99 | 34,853.93 | 38,097.63 |
| 5300 Retirement | 10,230,869.00 | 376,470.75 | 388,158.64 | 407,135.33 | 372,943.85 | 417,181.37 | 379,231.60 | 394,755.22 | 376,298.79 | 391,582.38 |
| 5320 PERS Hold Harmless for Furlough | | - | - | - | - | - | - | - | - | - |
| 5400 Personnel Assessment | 193,690.00 | - | - | - | - | - | - | - | - | - |
| 5500 Group Insurance | 4,607,015.00 | - | 319,733.69 | - | 316,542.16 | - | - | 329,725.48 | - | 288,395.90 |
| 5610 Sick Leaves | | 50,948.73 | 37,796.16 | 52,977.07 | 70,558.27 | 50,332.68 | 55,324.78 | 58,017.96 | 68,726.03 | 53,124.63 |
| 5620 Annual Leaves | | 64,340.27 | 53,049.62 | 78,876.59 | 111,913.47 | 137,344.59 | 38,642.76 | 28,433.66 | 35,977.92 | 33,921.82 |
| 5630 Holiday Leaves | | - | - | - | - | 322.77 | 1,561.84 | 464.88 | 464.88 | 469.76 |
| 5640 Comp Time Leaves | | 13,411.13 | 9,187.62 | 26,602.29 | 12,229.48 | 38,566.27 | 16,219.51 | 7,282.83 | 35,041.88 | 9,763.29 |
| 5650 Other Leaves | | 14,908.63 | 8,704.88 | 8,981.85 | 4,838.76 | 4,368.38 | 6,052.38 | 3,119.90 | 6,523.20 | 4,098.20 |
| 5660 Furlough Leave | | 19,342.90 | 20,091.25 | 45,639.19 | 30,297.00 | 24,042.66 | 17,395.16 | 27,542.18 | 20,525.53 | 28,982.92 |
| 5700 Payroll Assessment | 49,572.00 | - | - | - | - | - | - | - | - | - |
| 5750 Retired Employees Group Insurance | 752,486.00 | 27,012.36 | 27,839.76 | 27,652.23 | 26,339.78 | 27,870.52 | 27,484.49 | 28,158.05 | 27,240.03 | 28,300.05 |
| 5800 Unemployment Compensation | 76,251.00 | 4,654.88 | 4,954.01 | 5,126.07 | 1,328.36 | 1,667.63 | 1,328.82 | 1,434.45 | 1,331.41 | 1,455.10 |
| 5810 Overtime Pay | 2,619,688.00 | 62,617.47 | 73,935.81 | 42,333.70 | 62,573.12 | 169,555.92 | 16,498.09 | 22,890.29 | 32,599.04 | 70,627.25 |
| 5820 Holiday Pay | 523,424.00 | (281.72) | 40,902.04 | 94,361.51 | 536.30 | 122,639.56 | 256.40 | 43,667.26 | (25.00) | 43,805.79 |
| 5830 Comp Time Payoff | | 840.63 | 11.68 | - | 377.02 | 88.75 | - | 438.77 | 616.61 | 2,269.05 |
| 5840 Medicare | 443,204.00 | 17,607.14 | 17,579.66 | 19,931.95 | 16,166.15 | 21,474.62 | 17,462.11 | 17,614.56 | 17,426.31 | 17,905.73 |
| 5880 Shift Differential Pay | 392,606.00 | 17,458.41 | 16,561.65 | 18,767.70 | 18,075.73 | 23,047.90 | 18,153.67 | 17,892.74 | 16,783.70 | 18,148.76 |
| 5901 Payroll Adjustments | | (11.89) | - | 11.89 | - | - | - | - | - | - |
| 5904 Vacancy Savings | (3,144,529.00) | - | - | - | - | - | - | - | - | - |
| 5910 Standby Pay | 26,906.00 | 888.27 | 339.96 | 709.76 | 733.05 | 718.54 | 699.54 | 505.35 | 725.10 | 300.83 |
| 5940 Dangerous Duty Pay | 527.00 | 5.84 | 76.80 | - | - | - | 2.23 | 36.71 | 9.22 | 29.08 |
| 5960 Terminal Sick Leave Pay | | 6,000.00 | - | - | - | 8,000.00 | - | - | - | - |
| 5970 Terminal Annual Leave Pay | | 8,213.20 | 3,098.20 | 9,779.96 | 8,686.95 | 30,228.52 | - | 10,286.41 | 4,580.85 | 3.12 |
| 5975 Forfeited Annual Leave Payoff | | - | - | - | - | 1,211.93 | - | - | - | - |
| 5980 Call Back Pay | 173,958.00 | 6,538.91 | 7,228.44 | 7,844.09 | 6,350.64 | 2,060.84 | 6,880.62 | 6,030.23 | 6,280.72 | 4,826.98 |
| 7170 Cloth/Uniform/Tool Allowance | 199,703.00 | - | - | 43,551.68 | - | 68.59 | (1,112.85) | - | - | - |
| | | 1,652,126.74 | 2,057,608.96 | 1,827,578.66 | 1,956,983.49 | 2,027,849.65 | 1,644,001.10 | 2,081,115.84 | 1,650,793.91 | 2,081,884.22 |
| Cummulative Total | | 18,100,476.76 | 20,158,085.72 | 21,985,664.38 | 23,942,647.87 | 25,970,497.52 | 27,614,498.62 | 29,695,614.46 | 31,346,408.37 | 33,428,292.59 |
| | | 11/27/13 BSR | 12/9/13 DAWN | 12/20/13 BSR | 1/10/14 BSR | 1/17/14 DAWN | 1/31/14 BSR | 2/18/14 BSR | 2/28/14 BSR | 3/14/14 BSR |

x x

**Payroll Report - Fiscal Year 2014
Highway Patrol - Budget Account #4713**

| GIL | Description | Actual | Projected | | | | | | |
|------|-----------------------------------|-----------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|
| | | 3/16/14 | 3/30/14 | 4/13/14 | 4/27/14 | 5/11/14 | 5/25/14 | 6/8/14 | 6/22/14 |
| | BSR Date | | 4/11/14 | 4/25/14 | 5/9/14 | 5/23/14 | 6/6/14 | 6/20/14 | 7/4/14 |
| | | PP20 3/28/14 | | | | | | (Memorial Day) | |
| | Paid Through | 3/16/14 | 3/30/14 | 4/13/14 | 4/27/14 | 5/11/14 | 5/25/14 | 6/8/14 | 6/22/14 |
| | WP TOTAL | 30,966,938.00 | 1,074,758.87 | 978,578.65 | 1,074,758.87 | 978,578.65 | 1,074,758.87 | 978,578.65 | 978,578.65 |
| 5100 | Salaries | (21,736.70) | (28,982.92) | (21,736.70) | (28,982.92) | (21,736.70) | (28,982.92) | (21,736.70) | (21,736.70) |
| 5120 | Furlough Adjustments | 38,273.18 | 38,097.63 | 38,273.18 | 38,097.63 | 38,273.18 | 38,097.63 | 38,273.18 | 38,273.18 |
| 5200 | Workers Compensation | 374,559.07 | 391,582.38 | 374,559.07 | 391,582.38 | 374,559.07 | 391,582.38 | 374,559.07 | 374,559.07 |
| 5300 | Retirement | - | - | - | - | - | - | - | - |
| 5320 | PERS Hold Harmless for Furlough | - | - | - | - | - | - | - | - |
| 5400 | Personnel Assessment | - | - | - | - | - | - | - | - |
| 5500 | Group Insurance | - | - | - | - | - | - | - | - |
| 5610 | Sick Leaves | 56,162.67 | 53,124.63 | 56,162.67 | 53,124.63 | 56,162.67 | 53,124.63 | 56,162.67 | 56,162.67 |
| 5620 | Annual Leaves | 48,946.62 | 33,921.82 | 48,946.62 | 33,921.82 | 48,946.62 | 33,921.82 | 48,946.62 | 48,946.62 |
| 5630 | Holiday Leaves | - | 469.76 | - | 469.76 | - | 469.76 | - | - |
| 5640 | Comp Time Leaves | - | 12,023.39 | 12,023.39 | 9,763.29 | 12,023.39 | 9,763.29 | 12,023.39 | 12,023.39 |
| 5650 | Other Leaves | - | 2,715.60 | 2,715.60 | 4,098.20 | 2,715.60 | 4,098.20 | 2,715.60 | 2,715.60 |
| 5660 | Furlough Leave | - | 21,736.70 | 21,736.70 | 28,982.92 | 21,736.70 | 28,982.92 | 21,736.70 | 21,736.70 |
| 5700 | Payroll Assessment | 49,572.00 | - | - | - | - | - | - | - |
| 5750 | Retired Employees Group Insurance | 752,486.00 | 28,300.05 | 27,223.66 | 28,300.05 | 27,223.66 | 28,300.05 | 27,223.66 | 27,223.66 |
| 5800 | Unemployment Compensation | 76,251.00 | 1,465.13 | 1,465.13 | 1,455.10 | 1,465.13 | 1,455.10 | 1,465.13 | 1,465.13 |
| 5810 | Overtime Pay | 148,852.95 | 70,627.25 | 148,852.95 | 70,627.25 | 148,852.95 | 70,627.25 | 70,627.25 | 70,627.25 |
| 5820 | Holiday Pay | (218.06) | (218.06) | (218.06) | - | (218.06) | - | 43,805.79 | - |
| 5830 | Comp Time Payoff | 236.98 | 2,269.05 | 236.98 | 2,269.05 | 236.98 | 2,269.05 | - | - |
| 5840 | Medicare | 443,204.00 | 17,905.73 | 19,812.34 | 17,905.73 | 19,812.34 | 17,905.73 | 19,812.34 | 19,812.34 |
| 5880 | Shift Differential Pay | 392,606.00 | 18,387.89 | 18,387.89 | 18,148.76 | 18,387.89 | 18,148.76 | 18,387.89 | 18,387.89 |
| 5901 | Payroll Adjustments | - | - | - | - | - | - | - | - |
| 5904 | Vacancy Savings | (3,144,529.00) | - | - | - | - | - | - | - |
| 5910 | Standby Pay | 26,906.00 | 300.83 | 445.37 | 300.83 | 445.37 | 300.83 | 445.37 | 445.37 |
| 5940 | Dangerous Duty Pay | 527.00 | 29.08 | (18.38) | 29.08 | (18.38) | - | - | - |
| 5960 | Terminal Sick Leave Pay | - | 11,188.56 | - | - | - | - | - | - |
| 5970 | Terminal Annual Leave Pay | - | 9,419.30 | - | - | - | - | - | - |
| 5975 | Forfeited Annual Leave Payoff | - | - | - | - | - | - | - | - |
| 5980 | Call Back Pay | 173,958.00 | 4,612.84 | 4,612.84 | 4,826.98 | 4,612.84 | 4,826.98 | 4,612.84 | 4,612.84 |
| 7170 | Cloth/Uniform/Tool Allowance | 199,703.00 | 32.19 | 43,756.73 | - | - | - | 43,756.73 | 32.19 |
| | Cummulative Total | 48,722,562.00 | 1,796,424.49 | 1,732,059.90 | 2,038,075.31 | 1,732,059.90 | 2,035,307.42 | 1,741,396.18 | 1,653,865.85 |
| | | 35,224,717.08 | 37,262,824.58 | 38,994,884.48 | 41,032,959.79 | 42,765,019.69 | 44,800,327.11 | 46,541,723.29 | 48,195,589.14 |
| | | 3/28/14 DAWN | DIDD/14 BSR | DIDD/14 BSR | DIDD/14 BSR | DIDD/14 BSR | DIDD/14 BSR | DIDD/14 BSR | DIDD/14 BSR |

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Payroll Report - Fiscal Year 2014
Highway Patrol - Budget Account #4713

| GIL | Description | Paid Through | Projected | | Adjustments | Total Actual/Est. Payroll for FY 2014 | Balance | Percent Spent |
|------|-----------------------------------|----------------------|----------------------|-------------------|----------------------|---------------------------------------|---------|---------------|
| | | | BSR Date | 7/18/14 | | | | |
| | WP TOTAL | | | | | | | |
| 5100 | Salaries | 30,966,938.00 | 489,289.32 | 60,100.57 | 29,259,404.23 | 1,707,533.77 | 95.76% | |
| 5120 | Furlough Adjustments | | (10,868.35) | | (710,655.35) | 710,655.35 | | |
| 5200 | Workers Compensation | 488,282.00 | 19,136.59 | (48,356.56) | 543,628.44 | (55,346.44) | 111.33% | |
| 5300 | Retirement | 10,230,869.00 | 187,279.54 | | 10,026,328.59 | 204,540.41 | 98.00% | |
| 5320 | PERS Hold Harmless for Furlough | 121,992.00 | | | | 121,992.00 | 0.00% | |
| 5400 | Personnel Assessment | 193,690.00 | | | | | 100.00% | |
| 5500 | Group Insurance | 4,607,015.00 | | | | 794,556.40 | 82.75% | |
| 5610 | Sick Leaves | | 28,081.33 | | | | | |
| 5620 | Annual Leaves | | 24,473.31 | | | | | |
| 5630 | Holiday Leaves | | | | | | | |
| 5640 | Comp Time Leaves | | 6,011.69 | | | (393,171.60) | | |
| 5650 | Other Leaves | | 1,357.80 | | | | | |
| 5660 | Furlough Leave | | 10,868.35 | | | (710,655.35) | | |
| 5700 | Payroll Assessment | 49,572.00 | | | | | 100.00% | |
| 5750 | Retired Employees Group Insurance | 752,486.00 | 13,611.83 | | 49,572.00 | | 95.49% | |
| 5800 | Unemployment Compensation | 76,251.00 | 732.56 | | 70,867.45 | 5,383.55 | 92.94% | |
| 5810 | Overtime Pay | 2,619,668.00 | 35,313.63 | 690,849.55 | 2,619,668.00 | | 100.00% | |
| 5820 | Holiday Pay | 523,424.00 | | | 526,048.48 | (2,624.48) | 100.50% | |
| 5830 | Comp Time Payoff | | | | 13,793.65 | (13,793.65) | | |
| 5840 | Medicare | 443,204.00 | 9,906.17 | | 477,216.72 | (34,012.72) | 107.67% | |
| 5880 | Shift Differential Pay | 392,606.00 | 9,193.95 | | 467,666.50 | (75,060.50) | 119.12% | |
| 5901 | Payroll Adjustments | | | | | | | |
| 5904 | Vacancy Savings | | | | | | 0.00% | |
| 5910 | Standby Pay | (3,144,529.00) | 222.68 | | | (3,144,529.00) | | |
| 5940 | Dangerous Duty Pay | 26,906.00 | | | 14,154.38 | 12,751.63 | 52.61% | |
| 5960 | Terminal Sick Leave Pay | 527.00 | | | 209.40 | 317.60 | 39.73% | |
| 5970 | Terminal Annual Leave Pay | | | | 60,208.18 | (60,208.18) | | |
| 5975 | Forfeited Annual Leave Payoff | | | | 164,299.66 | (164,299.66) | | |
| 5980 | Call Back Pay | 173,958.00 | 2,306.42 | 35,235.59 | 173,958.00 | (3,217.41) | 100.00% | |
| 7170 | Cloth/Uniform/Tool Allowance | 199,703.00 | | | 172,258.51 | 27,444.49 | 86.26% | |
| | Cummulative Total | 48,722,562.00 | 826,916.83 | 737,829.15 | 49,760,335.12 | (1,037,773.12) | | |
| | | | 49,022,505.97 | | 49,760,335.12 | (1,037,773.11) | | |
| | | | D/DD/14 BSR | Projected | 49,760,335.12 | | | |

Worker's Compensation Calculation = \$543,628.44
Overtime & Call Back Pays are computed at anticipated amounts
The Sum of all leaves except Comp Time are grouped in their budgeted object code
(5100, Salaries)
Accrued promotional costs of DPS 1 Officers auto progressing to DPS 2

7



STATE OF NEVADA OFFICE OF THE MILITARY

Office of the Adjutant General
2460 Fairview Drive
Carson City, Nevada 89701-6807



Brian Sandoval
Governor

WILLIAM R. BURKS
Brigadier General
The Adjutant General

April 15, 2014

MEMORANDUM

To: Chairman
Board of Examiners

From: Cheryl Tyler
Administrative Services Officer

Subject: Board of Examiners Action Item

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. If approved, Work Program 14SA3650 has been submitted for placement on the next Board of Examiners meeting.

OFFICE OF THE MILITARY – BUDGET ACCOUNT 3650

The Agency is requesting an allocation of \$18,713 from the BOE Salary Adjustment Account to provide sufficient funding for projected personnel costs for the remainder of State Fiscal Year 2014.

Nature of Request

Due to the adoption of Assembly Bill 364 in the 2013 legislative session, Military Leave for qualified State employees was increased from 15 to 39 days per calendar year. During the hearings for the Assembly Bill, the military leave days were defined as weekend trainings and 2-week trainings.

Majority of the State employees of Office of the Military are reimbursed federally. In the Master Cooperative Agreement (MCA) with the National Guard Bureau (NGB), eligible State firefighters are reimbursed for up to 30 days (240 hours) of military leave; and the rest of the eligible State employees are reimbursed for up to 15 days (120 hours) of military leave per Federal Fiscal Year (FFY). The Appendix for Firefighters was amended in February 2014 to reimburse the State up to 168 hours of Military Leave ongoing.

On January 3, 2014, Office of the Military received an email from the Division of Human Resource Management. In it, Rene Yeckley from Legislative Counsel Bureau – Legal Division clarified that military leave covers deployments and trainings that is served under orders, which was not accounted for during AB 364 Public Hearings.

With this change in definition/coverage of military leave, Office of the Military will not be reimbursed by the federal government (NGB) for any military leave authorized above the 240 hours for firefighters (until February 2014, then it changes to 168 hours) or 120 hours for other eligible personnel as stated in the MCA.

Office of the Military did not submit a fiscal note during the legislative session since State employees will not exceed the days agreed upon in the MCA, if we approved military leave for weekend drills and annual trainings only as originally discussed during legislative hearings. Furthermore, per Division of Human Resource Management, military leave hours are authorized based on regular work schedule. In the case of Firefighters, their regular work schedules are 24 hour shifts. With this, based on NRS 281.145, these firefighters are entitled to 936 (39 days x 24 hours/day) hours of military leave per calendar year.

For each eligible personnel, they will be able to get two sets of 39 days of UMIL in one SFY, since the 39 days of UMIL are per calendar year and two calendar years fall into one SFY.

Currently, we have 7 firefighters deployed starting October 2013. For these deployed personnel, they will get the two sets of 39 days of UMIL for SFY 2014.

The General Fund appropriation for Budget Account 3650 is \$2,461,549, which is less than 9% of the total Budget Authority. With the budget restraints already implemented, we are extremely limited in options to address this shortfall. The Interim Finance Committee previously approved \$296,356 in Contingency Funds for this purpose, leaving a projected shortfall of \$18,713 for Category 01 – Personnel.

The Office of the Military requests \$18,713 in BOE Salary Adjustment funds for SFY 2014 to provide sufficient funding for the projected personnel costs for the remainder of the SFY.

Revised 1/31/2014
 Last Payday 2/2/2014

| Appendix | Last Name | First Name | PCN | Class | Grade-Step | FTE | Start Date (usually Monday) | End Date (usually Sunday) | Pay Periods Filed | GL Bi-Weekly Salary | 5100 Vacancies (-2.3% &) | Total Benefits | Total Salary + Benefits | Federal | State |
|----------|-------------|-------------|------|--------|------------|-----|-----------------------------------|---------------------------------|----------------------|---------------------------|--------------------------------|----------------|----------------------------|-----------|------------|
| 1001 | ALDWOORTH | JEANNE | 834 | 9.631 | 23-03 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,024.80 | 26,031.97 | 17,221.92 | 43,253.88 | 21,626.94 | 21,626.94 |
| 1003 | ALLRED | NICOLAS | 872 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,636.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1003 | AMOROSO | VAUGHN | 893 | 11.241 | 35-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,987.20 | 50,478.85 | 18,489.29 | 68,948.15 | 68,948.15 | (0.00) |
| 1003 | AMOS | STEPHEN | 850 | 11.243 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,169.80 | 55,112.18 | 18,282.53 | 74,394.71 | (0.00) | 74,394.71 |
| 1024 | ARZOIAN | STEPHAN | 236 | 11.703 | 34-10 | 1 | 6/30/2014 | 6/30/2014 | 1 | 2,196.80 | 55,803.11 | 26,543.40 | 82,346.52 | (0.00) | 82,346.52 |
| 1003 | AZUL | VICTOR | 851 | 11.243 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,922.40 | 48,832.80 | 24,428.18 | 73,260.98 | (0.00) | 73,260.98 |
| 1003 | BAKER | GARY | 842 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,636.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1023 | BALDRIDGE | DANIAL | 278 | 11.243 | 31-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,745.60 | 44,341.73 | 17,392.11 | 61,733.84 | 61,733.84 | (0.00) |
| 1023 | BANDONI | KEVIN | 226 | 11.702 | 36-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,403.20 | 61,046.09 | 28,134.45 | 89,180.53 | 89,180.53 | (0.00) |
| 1001 | BEAM | GERALD | 412 | 9.421 | 32-01 | 0 | 7/1/2013 | 9/1/2013 | 4.4 | 1,536.80 | 6,606.40 | 3,414.92 | 10,021.32 | 10,021.32 | (0.00) |
| 1001 | BEAM | GERALD | 424 | 9.408 | 33-01 | 1 | 9/2/2013 | 6/30/2014 | 21.5 | 1,605.60 | 33,726.43 | 13,398.33 | 47,124.76 | 23,562.38 | 23,562.38 |
| 1021 | BECK | SYLVIA | 31 | 7.649 | 31-09 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,076.80 | 52,754.87 | 18,868.78 | 71,623.65 | 71,623.65 | (0.00) |
| 1023 | BLEVINS | JOHN | 869 | 11.243 | 31-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,308.00 | 33,225.82 | 19,612.16 | 52,837.97 | (0.00) | 52,837.97 |
| 1001 | BOGDEN | WAYNE | 832 | 9.487 | 25-03 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,252.00 | 31,803.30 | 15,070.51 | 46,873.81 | 23,436.91 | 23,436.91 |
| 1003 | BORDEAUX | ROBERT | 881 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,672.00 | 42,472.14 | 17,063.96 | 59,536.11 | (0.00) | 59,536.11 |
| 1021 | BROOKS | ROOSEVELT | 9 | 9.421 | 32-02 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,422.40 | 36,131.80 | 20,573.91 | 56,705.71 | 42,529.29 | 14,176.42 |
| 1003 | BROWN | LARRY | 896 | 11.242 | 33-02 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,672.00 | 42,472.14 | 17,063.96 | 59,536.11 | (0.00) | 59,536.11 |
| 1004 | BUSS | WILLIAM | 1 | U4307 | 31-06 | 1 | 7/1/2013 | 6/30/2014 | 26 | 4,483.20 | 113,882.25 | 29,597.81 | 143,480.05 | - | 143,480.05 |
| 1001 | BUSS | DAVID | 320 | 6.981 | 31-06 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,824.00 | 46,333.25 | 17,741.66 | 64,074.91 | 64,074.91 | (0.00) |
| 1001 | CAPIZZO | ANNAMARIE | 29 | 9.631 | 23-02 | 1 | 7/1/2013 | 6/30/2014 | 26 | 986.40 | 25,056.53 | 16,897.81 | 41,954.35 | 20,977.17 | 20,977.18 |
| 1003 | CASTRO | DEREK | 843 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,636.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1003 | CINCOVICH | THOMAS | 849 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,636.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1001 | CHANDLER | ROBERT | 9015 | 9.639 | 22-04 | 1 | 11/1/2013 | 6/30/2014 | 16.4 | 1,156.80 | 18,535.18 | 8,805.68 | 27,140.86 | 13,570.43 | 13,570.43 |
| 1001 | CLIFT | CLAIRE | 314 | 7.625 | 35-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,546.40 | 39,281.65 | 21,529.77 | 60,811.42 | 60,811.42 | (0.00) |
| 1003 | CLOINGER | MARK | 864 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,672.00 | 42,472.14 | 17,063.96 | 59,536.11 | 59,536.11 | (0.00) |
| 1001 | CONTRERAS | MIGUEL | 306 | 9.631 | 23-02 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,113.60 | 28,287.67 | 14,352.20 | 42,639.86 | 21,319.93 | 21,319.93 |
| 1024 | CURTIS | DAVID | 227 | 11.702 | 36-10 | 0 | 7/1/2013 | 10/30/2013 | 8.6 | 2,403.20 | 20,192.17 | 9,462.57 | 29,654.74 | 29,654.74 | (0.00) |
| 1024 | CURTIS | DAVID | 231 | 11.701 | 38-10 | 1 | 10/31/2013 | 6/30/2014 | 17.3 | 2,632.80 | 44,499.85 | 20,359.81 | 64,859.66 | 64,859.66 | (0.00) |
| 1024 | DANIELS | TIMOTHY | 234 | 11.703 | 34-10 | 0 | 7/1/2013 | 2/3/2014 | 15.5 | 2,196.80 | 33,267.24 | 16,560.40 | 49,827.64 | 49,827.64 | (0.00) |
| 1024 | DANIELS | TIMOTHY | 227 | 11.702 | 36-10 | 1 | 2/3/2014 | 6/30/2014 | 10.5 | 2,403.20 | 22,653.23 | 15,256.85 | 35,910.08 | 35,910.08 | (0.00) |
| 1001 | DUCHAINE | HUGH | 410 | 9.631 | 23-01 | 1 | 7/22/2013 | 6/30/2014 | 24.5 | 947.20 | 22,672.65 | 15,417.37 | 38,090.02 | 38,090.02 | (0.00) |
| 1024 | DUGGER | CHRISTOPHER | 242 | 11.705 | 32-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,361.80 | 34,587.36 | 20,064.55 | 54,651.91 | 54,651.91 | (0.00) |
| 1024 | DUGGINS | WILLIAM | 230 | 11.703 | 34-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,760.80 | 44,727.84 | 23,182.48 | 67,910.32 | 67,910.32 | (0.00) |
| 1001 | DURAN | SANDOR | 828 | 6.763 | 38-01 | 0 | 7/1/2013 | 10/21/2013 | 8 | 1,987.20 | 15,531.96 | 5,926.96 | 21,458.91 | 21,458.91 | (0.00) |
| 1001 | DURAN | SANDOR | 828 | 6.762 | 42-01 | 1 | 10/22/2013 | 6/30/2014 | 17.9 | 2,273.60 | 41,510.23 | 14,141.65 | 55,651.88 | 55,651.88 | (0.00) |
| 1001 | FISHER | MARTIN | 423 | 9.487 | 25-01 | 0 | 7/1/2013 | 12/9/2013 | 11.1 | 1,156.80 | 12,545.15 | 6,693.44 | 19,238.58 | 9,619.29 | 9,619.29 |
| 1001 | FISHER | MARTIN | 23 | 9.441 | 30-01 | 1 | 12/4/2013 | 6/30/2014 | 14.9 | 1,414.40 | 20,589.85 | 8,649.16 | 29,239.01 | 14,619.51 | 14,619.51 |
| 1001 | FLORENCE | JAMIE | 303 | 10.545 | 25-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,024.80 | 26,031.97 | 17,221.92 | 43,253.88 | 32,440.41 | 10,813.47 |
| 1002 | FOX | FORREST | 48 | 10.545 | 38-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,632.80 | 66,878.39 | 29,904.33 | 96,782.71 | 96,782.71 | (0.00) |
| 1003 | FREEMAN | CURTIS | 9830 | 11.243 | 31-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,476.00 | 37,493.35 | 16,190.09 | 53,683.44 | 53,683.44 | (0.00) |
| 1021 | FRUCHEY | DAVID | 820 | 9.432 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,636.60 | 21,030.26 | 58,665.86 | 43,999.39 | 14,666.47 |
| 1003 | GANTMAN | EDMOND | 275 | 11.243 | 31-03 | 0 | 7/1/2013 | 11/9/2013 | 9.4 | 1,605.60 | 14,745.51 | 6,454.64 | 21,200.15 | 21,200.15 | (0.00) |
| 1021 | GELLMAN | IRVING | 304 | 9.606 | 35-09 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,196.80 | 55,803.11 | 26,543.40 | 82,346.52 | 61,759.89 | 20,586.63 |
| 1001 | GIORDANO | MICHAEL | 413 | 9.487 | 25-01 | 0 | 7/1/2013 | 10/27/2013 | 8.4 | 1,156.80 | 9,493.63 | 4,693.21 | 14,186.84 | 14,186.84 | (0.00) |
| 1024 | GONZALES | GARRETT | 240 | 11.705 | 32-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,361.80 | 34,587.36 | 20,064.55 | 54,651.91 | 54,651.91 | (0.00) |
| 1003 | GONZALES | LOUIS | 873 | 11.243 | 31-02 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,536.80 | 39,037.79 | 16,461.17 | 55,498.96 | 55,498.96 | (0.00) |
| 1001 | GRAF | ADAM | 424 | 9.408 | 33-01 | 0 | 7/1/2013 | 8/18/2013 | 3.4 | 1,605.60 | 5,333.48 | 2,466.47 | 7,799.96 | 3,899.98 | 3,899.98 |
| 1001 | GRAF | ADAM | 22 | 9.408 | 33-01 | 1 | 8/19/2013 | 6/30/2014 | 22.5 | 1,605.60 | 35,285.10 | 14,407.21 | 49,702.31 | 37,276.73 | 12,425.58 |
| 1001 | GRANDINETTI | KAREN | 54 | 9.631 | 23-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,361.80 | 34,587.36 | 20,064.55 | 54,651.91 | 54,651.91 | (0.00) |
| 1003 | GREEN | JOHN | 866 | 11.243 | 31-02 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,536.80 | 39,037.79 | 16,461.17 | 55,498.96 | 55,498.96 | (0.00) |

| Appendix | Last Name | First Name | PCN | Class | Grade-Step | FTE | Start Date (usually Monday) | End Date (usually Sunday) | Pay Periods Filled | GL Bi-Weekly Salary | 5100 Vacancies (-2.3% &) | Total Benefits | Total Salary + Benefits | Federal | State |
|----------|---------------|-------------|-------|--------|------------|------|-----------------------------|---------------------------|--------------------|---------------------|--------------------------|----------------|-------------------------|-----------|-----------|
| 1003 | GUYTON | EARNEST | 852 | 11.243 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,169.60 | 55,112.18 | 19,282.53 | 74,394.71 | 74,394.71 | (0.00) |
| 1001 | HERRERA | CHRISTOPHER | 900 | 9.421 | 32-01 | 0 | 7/1/2013 | 2/14/2014 | 16.3 | 1,536.80 | 24,473.69 | 10,507.41 | 34,981.10 | 17,490.55 | 17,490.55 |
| 1024 | HIGMAN | ERIC | 238 | 11.705 | 32-01 | 0 | 7/1/2013 | 2/2/2014 | 15.4 | 1,536.80 | 23,122.39 | 10,231.31 | 33,353.69 | 33,353.69 | 0.00 |
| 1003 | HILTON | WILLIAM | 857 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,672.00 | 42,472.14 | 16,720.96 | 59,536.11 | 59,536.11 | (0.00) |
| 1024 | HOFF | MATTHEW | 237 | 11.705 | 32-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,616.00 | 41,049.63 | 22,066.28 | 63,115.92 | 63,115.92 | (0.00) |
| 1021 | HOLLIS | WADE | 42 | 9.631 | 23-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,252.00 | 31,803.30 | 15,070.51 | 46,873.81 | 35,155.36 | 11,718.45 |
| 1003 | HULL | WILLARD | 874 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,672.00 | 42,472.14 | 17,063.96 | 59,536.11 | 59,536.11 | (0.00) |
| 1001 | HULTQUIST | NANCY | 7 | 9.631 | 23-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,536.80 | 39,037.79 | 16,461.17 | 55,498.96 | 41,624.22 | 13,874.74 |
| 1003 | JENSEN | PATRICIA | 848 | 11.243 | 31-03 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,422.40 | 36,131.80 | 20,086.24 | 56,218.04 | 56,218.04 | 0.00 |
| 1003 | JOHNSON | MICHAEL | 844 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,672.00 | 42,472.14 | 17,063.96 | 59,536.11 | 59,536.11 | (0.00) |
| 1023 | JONES | DAVID | 57 | 11.243 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,169.60 | 55,112.18 | 19,282.53 | 74,394.71 | 74,394.71 | (0.00) |
| 1004 | KAPCZYNSKI | WILLIAM | 312 | 6.977 | 35-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,635.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1001 | KEYES | GREGG | 262 | 9.606 | 35-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,297.60 | 58,363.64 | 27,320.42 | 85,684.06 | 85,684.06 | (0.00) |
| 1001 | KINNEY | DAVID | 32 | 9.631 | 23-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,745.60 | 44,341.73 | 17,392.11 | 61,733.84 | 61,733.84 | 0.00 |
| 1001 | KINNEY | JEREMY | 9015 | 9.639 | 22-03 | 0 | 7/1/2013 | 10/10/2013 | 7.2 | 986.40 | 28,165.74 | 17,930.88 | 46,096.62 | 23,043.31 | 23,043.31 |
| 1001 | KINSEY | PAUL | 8015 | 9.639 | 22-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,308.00 | 37,493.35 | 5,058.96 | 11,997.69 | 5,998.64 | 5,998.64 |
| 1003 | KRAINBRINK | BENJAMIN | 860 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,635.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1003 | KRISSAK | RICHARD | 879 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,635.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1023 | KUHFUSS | EUGENE | 56 | 11.243 | 31-03 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,422.40 | 36,131.80 | 20,573.91 | 56,705.71 | 56,705.71 | 0.00 |
| 1024 | LACY | WARD | 231 | 11.701 | 38-10 | 0 | 7/1/2013 | 9/15/2013 | 5.4 | 2,632.80 | 13,890.13 | 6,680.27 | 20,570.40 | 20,570.40 | (0.00) |
| 1001 | LEDNICKY | RUDOLPH | 23 | 9.441 | 30-01 | 0 | 7/1/2013 | 12/3/2013 | 11.1 | 1,414.40 | 15,338.74 | 7,264.22 | 22,602.96 | 11,301.48 | 11,301.48 |
| 1024 | LEIGHT | JASON | 228 | 11.702 | 36-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,403.20 | 61,046.09 | 28,134.45 | 89,180.53 | 89,180.53 | 0.00 |
| 1001 | LEIGH | JEFFREY | 295 | 9.631 | 23-10 | 0 | 7/1/2013 | 8/24/2013 | 3.9 | 1,536.80 | 5,855.67 | 2,573.17 | 8,428.83 | 6,321.53 | 2,107.20 |
| 1024 | LINK | MICHAEL | 24 | 9.445 | 31-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,476.00 | 37,493.35 | 16,190.09 | 53,683.44 | 40,262.58 | 13,420.86 |
| 1001 | LUCAS | LISA | 55 | 2.212 | 25-01 | 1 | 7/1/2013 | 29,385.03 | 26 | 1,156.80 | 32,971.08 | 14,576.41 | 43,961.44 | 10,990.36 | 75% 25% |
| 1024 | MARTELE | BLAKE | 232 | 11.703 | 34-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,196.80 | 55,803.11 | 26,543.40 | 82,346.52 | 82,346.52 | (0.00) |
| 1024 | MASTEN | ANTHONY | 241 | 11.705 | 32-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,361.60 | 34,587.36 | 20,064.55 | 54,651.91 | 54,651.91 | (0.00) |
| 1001 | MCCOY | JAMES | 420 | 9.631 | 23-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,068.80 | 27,149.66 | 14,119.68 | 41,269.34 | 20,634.67 | 20,634.67 |
| 1001 | MCELROY | THOMAS | 829 | 6.763 | 38-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,632.80 | 66,878.39 | 28,334.97 | 95,213.36 | 95,213.36 | (0.00) |
| GF | MCENTEE | JENNIFER | 3 | 7.217 | 39-10 | 0 | 7/1/2013 | 10/13/2013 | 7.4 | 2,754.40 | 19,913.76 | 9,370.06 | 29,283.83 | - | 29,283.83 |
| 1003 | MCNATT | CECIL | 853 | 11.243 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,922.40 | 48,832.80 | 24,428.18 | 73,260.98 | 73,260.98 | 0.00 |
| 1024 | MELLO | JEFFREY | 229 | 11.702 | 36-10 | 0 | 7/1/2013 | 6/30/2014 | 26 | 2,403.20 | 61,046.09 | 28,134.45 | 89,180.53 | 89,180.53 | 0.00 |
| 1001 | MERRILL | FRED | 839 | 9.606 | 35-10 | 0 | 7/1/2013 | 1/10/2014 | 13.8 | 2,297.60 | 30,977.62 | 15,111.27 | 46,088.90 | 23,044.45 | 23,044.45 |
| GF | MILLER | DIANA | 44 | 7.532 | 29-06 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,635.60 | 21,030.26 | 58,665.86 | - | 58,665.86 |
| 1003 | MILLER | HAROLD | 284 | 11.243 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,922.40 | 48,832.80 | 24,428.18 | 73,260.98 | 73,260.98 | 0.00 |
| 1001 | MONTAÑA-LOPEZ | EULISEL | 27 | 9.631 | 23-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,203.20 | 30,563.69 | 14,817.23 | 45,380.92 | 34,035.69 | 11,345.23 |
| 1002 | MORALES | MARILEEN | 313 | 7.625 | 35-10 | 0 | 7/1/2013 | 4/1/2014 | 19.6 | 2,297.60 | 43,997.20 | 21,271.98 | 65,269.18 | 65,269.18 | (0.00) |
| 1002 | MORALES | MARILEEN | RECL7 | 7.625 | 36-10 | 1 | 4/1/2014 | 6/30/2014 | 6.4 | 2,403.20 | 15,026.73 | 7,369.96 | 22,396.69 | 22,396.69 | 0.00 |
| 1024 | MORRIS | DAVID | 239 | 11.705 | 32-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,616.00 | 41,049.63 | 22,066.28 | 63,115.92 | 63,115.92 | (0.00) |
| 1003 | MORRIS | ERNEST | 854 | 11.242 | 33-03 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,546.40 | 39,281.65 | 21,529.77 | 60,811.42 | 60,811.42 | 0.00 |
| 1003 | NEELY | CHRISTOPHER | 854 | 11.243 | 31-06 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,824.00 | 46,333.25 | 17,741.66 | 64,074.91 | 64,074.91 | (0.00) |
| 1001 | NELMS | KAREN | 308 | 9.631 | 23-03 | 0.51 | 7/1/2013 | 6/30/2014 | 26 | 1,156.80 | 29,385.03 | 14,423.51 | 43,808.54 | 32,856.41 | 10,952.13 |
| 1023 | NIEDZWIECKI | LORETTA | 863 | 11.243 | 31-02 | 0 | 7/1/2013 | 8/2/2013 | 2.3 | 1,536.80 | 3,453.34 | 2,082.32 | 5,535.67 | 5,535.67 | (0.00) |
| 1001 | OVERLAP | FRED | 9639 | 9.606 | 35-05 | 0 | 10/14/2013 | 1/13/2013 | 1.4 | 1,840.00 | 2,516.75 | 2,082.32 | 4,041.34 | 2,020.67 | 2,020.67 |
| 1003 | PASCUCCI | FREDERICK | 895 | 11.239 | 39-04 | 0 | 7/1/2013 | 9/30/2013 | 6.5 | 2,103.20 | 13,356.37 | 6,502.92 | 19,859.30 | 19,859.30 | (0.00) |
| 1010 | PASCUCCI | FREDERICK | 887 | 11.239 | 39-04 | 1 | 10/1/2013 | 6/30/2014 | 19.4 | 2,103.20 | 39,863.63 | 19,641.27 | 59,504.90 | 59,504.90 | (0.00) |
| 1021 | POLKE | JUSTIN | 43 | 9.631 | 23-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,068.80 | 27,149.66 | 14,119.68 | 41,269.34 | 30,952.00 | 10,317.34 |
| 1003 | POOL | ROBERT | 846 | 11.243 | 31-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,481.60 | 37,635.60 | 21,030.26 | 58,665.86 | 58,665.86 | (0.00) |
| 1001 | PRICE | DANNY | 41 | 9.634 | 21-09 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,359.20 | 34,526.40 | 15,626.89 | 50,153.29 | 25,076.64 | 25,076.64 |
| 1003 | PUTT | JOHN | 281 | 11.243 | 31-03 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,805.60 | 40,785.45 | 16,767.91 | 57,553.37 | 57,553.37 | (0.00) |
| GF | RADFORD | DAVID | 4 | 7.625 | 35-10 | 1 | 9/12/2013 | 6/30/2014 | 21.5 | 2,297.60 | 48,292.24 | 22,169.92 | 70,452.16 | - | 70,452.16 |
| 1024 | RASCHEN | VICTORIA | 233 | 11.703 | 34-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,196.80 | 55,803.11 | 26,543.40 | 82,346.52 | 82,346.52 | (0.00) |
| 1001 | RAYNER | ELMO | 9639 | 9.606 | 35-01 | 0 | 1/14/2013 | 1/13/2014 | 5 | 1,745.60 | 8,527.26 | 3,119.02 | 11,646.28 | 5,823.14 | 5,823.14 |

| Appendix | Last Name | First Name | PCN | Class | Grade-Step | FTE | Start Date (Usually Monday) | End Date (Usually Sunday) | Pay Periods Filled | GL Weekly Salary | 5100 (-2.3% & Vacancies) | Total Benefits | Total Salary + Benefits | Federal | State | % | |
|--|--|------------|------|--------|------------|-----|-----------------------------|---------------------------|--------------------|------------------|--------------------------|----------------|-------------------------|--------------|--------------|--------------|--|
| 1001 | RAYNER | ELMO | 839 | 9.606 | 35-01 | 1 | 1/13/2014 | 6/30/2014 | 12 | 1,745.60 | 20,465.41 | 7,935.37 | 28,400.79 | 14,200.39 | 14,200.40 | 50% | |
| 1001 | REHN | GERALDINE | 421 | 9.631 | 23-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 947.20 | 24,060.77 | 16,566.96 | 40,627.74 | 20,313.87 | 20,313.87 | 50% | |
| 1001 | RESLER | JEFFREY | 830 | 6.763 | 38-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,632.80 | 66,878.39 | 29,904.33 | 96,782.71 | 96,782.71 | 0.00 | 0% | |
| 1001 | RHYNO | RICHARD | 8 | 9.426 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,922.40 | 48,832.80 | 24,428.18 | 73,260.98 | 54,945.74 | 18,315.24 | 75% | |
| 1001 | RUSSELL | MICHAEL | 14 | 9.486 | 27-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,616.00 | 41,049.63 | 22,066.28 | 63,115.92 | 47,336.94 | 15,778.98 | 75% | |
| 1003 | SAYLES | GREGORY | 891 | 11.241 | 35-09 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,196.80 | 55,803.11 | 26,543.40 | 82,346.52 | 82,346.52 | (0.00) | 0% | |
| 1003 | SHAFER | TERESA | 48 | 11.243 | 31-06 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,824.00 | 46,333.25 | 17,741.66 | 64,074.91 | 64,074.91 | (0.00) | 0% | |
| 1002 | SHERMAN | MARNE | 59 | 10.525 | 36-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,169.60 | 55,112.18 | 19,282.53 | 74,394.71 | 74,394.71 | (0.00) | 0% | |
| 1001 | SILVA | DAVID | 53 | 9.606 | 35-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,593.60 | 65,882.63 | 21,172.95 | 87,055.58 | 67,910.32 | 67,910.32 | 75% | |
| 1024 | SIMONS | EMORY | 235 | 11.703 | 34-05 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,760.80 | 44,727.84 | 19,282.53 | 64,074.91 | 64,074.91 | 21,763.90 | 25% | |
| 1003 | SIMPSON | WILLIAM | 894 | 11.24 | 37-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,169.60 | 55,112.18 | 19,282.53 | 74,394.71 | 74,394.71 | (0.00) | 0% | |
| 1001 | SMITH | JULENE | 50 | 7.625 | 35-08 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,103.20 | 53,425.49 | 25,821.88 | 79,247.37 | 79,247.37 | (0.00) | 0% | |
| 1003 | SPRINGER | DEBORAH | 886 | 7.536 | 25-04 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,304.80 | 33,144.53 | 15,344.55 | 48,489.08 | 48,489.08 | (0.00) | 0% | |
| 1001 | STEVENSON | RAYMOND | 422 | 9.639 | 22-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,028.00 | 26,113.26 | 13,907.92 | 40,021.18 | 20,010.59 | 20,010.59 | 50% | |
| 1001 | THOMPSON | JB | 5 | 9.441 | 30-02 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,308.00 | 33,225.82 | 19,612.16 | 52,837.97 | 26,418.98 | 26,418.98 | 50% | |
| 1001 | THOMPSON | JOHN | 28 | 9.441 | 30-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,252.80 | 31,823.63 | 19,146.26 | 50,969.89 | 50,969.89 | (0.00) | 0% | |
| GF | TRAYERS | MICHELLE | 34 | 7.141 | 32-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,536.80 | 39,037.79 | 16,461.17 | 55,498.96 | 55,498.96 | (0.00) | 0% | |
| 1001 | TRULLIO | EDUARDO | 836 | 9.639 | 22-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,028.00 | 26,113.26 | 13,907.92 | 40,021.18 | 20,010.59 | 20,010.59 | 50% | |
| 1003 | TUCKER | ARTHUR | 890 | 11.242 | 33-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,103.20 | 53,425.49 | 25,821.88 | 79,247.37 | 79,247.37 | (0.00) | 0% | |
| 1001 | TULL | ARVIN | 295 | 9.631 | 23-10 | 1 | 9/2/2013 | 6/30/2014 | 21.5 | 1,361.60 | 28,601.09 | 16,010.43 | 44,611.51 | 33,458.64 | 11,152.87 | 75% | |
| GF | TYLER | CHERYL | 3 | 7.217 | 39-01 | 1 | 10/28/2013 | 6/30/2014 | 17.5 | 1,840.00 | 31,459.40 | 16,271.78 | 47,731.16 | - | 47,731.16 | 0% | |
| 1001 | TUTTLE | THOMAS | 265 | 9.631 | 23-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,536.80 | 39,037.79 | 16,461.17 | 55,498.96 | 55,498.96 | (0.00) | 0% | |
| 1024 | VACANT (WAS DANIELS) | | 234 | 11.703 | 34-10 | 1 | 4/1/2014 | 6/30/2014 | 6.4 | 2,196.80 | 13,736.15 | 6,941.15 | 20,677.30 | 20,677.30 | (0.00) | 0% | |
| 1024 | VACANT (WAS HIGHMAN) | | 238 | 11.705 | 32-01 | 1 | 4/1/2014 | 6/30/2014 | 6.4 | 1,361.60 | 8,513.81 | 5,205.97 | 13,719.78 | 13,719.78 | (0.00) | 0% | |
| 1003 | VACANT (WAS GANTANI) | | 275 | 11.243 | 31-03 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,605.60 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1003 | VACANT (WAS COLEMAN) - DO NOT FILL | | 277 | 11.243 | 31-01 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,476.00 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1003 | VACANT (WAS JENSEN) - DO NOT FILL | | 279 | 11.243 | 31-01 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,476.00 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1002 | VACANT (WAS SHERMAN) | | 292 | 10.536 | 35-05 | 1 | 6/30/2014 | 6/30/2014 | 0 | 2,076.80 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1001 | VACANT (CST EFF SR13 - NOT FILLING) | | 400 | 9.631 | 23-01 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,068.80 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1001 | VACANT (LVRC FMS) HIRE JAN 2014 | | 411 | 6.639 | 22-01 | 1 | 5/1/2014 | 6/30/2014 | 4.3 | 1,028.00 | 4,318.73 | 2,571.18 | 6,889.91 | 6,889.91 | (0.00) | 0% | |
| 1001 | VACANT (WAS BEAN) | | 412 | 9.421 | 32-01 | 1 | 4/1/2014 | 6/30/2014 | 6.4 | 1,536.80 | 9,609.30 | 4,340.52 | 13,949.82 | 13,949.82 | (0.00) | 0% | |
| 1001 | VACANT (WAS GIORDANO) | | 413 | 9.487 | 25-01 | 1 | 4/1/2014 | 6/30/2014 | 6.4 | 1,156.80 | 7,233.25 | 3,855.04 | 11,088.28 | 11,088.28 | (0.00) | 0% | |
| 1001 | VACANT (WAS FISHER) | | 423 | 9.487 | 25-01 | 1 | 4/1/2014 | 6/30/2014 | 6.4 | 1,156.80 | 7,233.24 | 3,855.04 | 11,088.28 | 11,088.28 | (0.00) | 0% | |
| 1003 | VACANT (M50-WAS OLIVEIRA) | | 859 | 11.243 | 31-04 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,481.60 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1003 | VACANT (WAS KOFFARNUS) - AIR M50 - DO NO | | 865 | 11.243 | 31-04 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,481.60 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1003 | VACANT (WAS GALIMBA-NOT FILLING) | | 892 | 11.241 | 35-04 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,987.20 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1003 | VACANT (WAS NIEDZIECKI) | | 863 | 11.243 | 31-02 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,536.80 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1003 | VACANT (WAS PASCUCI) | | 895 | 11.239 | 39-04 | 1 | 6/30/2014 | 6/30/2014 | 0 | 2,103.20 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1001 | VACANT (HERBERA) | | 900 | 9.421 | 32-01 | 1 | 4/1/2014 | 6/30/2014 | 6.4 | 1,536.80 | 9,609.30 | 4,340.52 | 13,949.82 | 13,949.82 | 6,974.91 | 50% | |
| 1001 | VACANT (WAS RAYNER) | | 9839 | 9.606 | 35-01 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,745.60 | | 3,120.4 | 3,120.4 | 3,120.4 | 156.02 | 50% | |
| 1003 | VACANT (M50) | | 9855 | 11.243 | 31-01 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,476.00 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1023 | VACANT (M50) | | 9870 | 11.243 | 31-01 | 1 | 6/30/2014 | 6/30/2014 | 0 | 1,476.00 | | 3,120.4 | 3,120.4 | 3,120.4 | (0.00) | 0% | |
| 1023 | VARNER | MICHAEL | 59 | 11.243 | 31-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,922.40 | 48,832.80 | 24,428.18 | 73,260.98 | 73,260.98 | (0.00) | 0% | |
| 1001 | VIGNI | RICHARD | 30 | 6.733 | 38-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,632.80 | 66,878.39 | 29,904.33 | 96,782.71 | 96,782.71 | (0.00) | 0% | |
| 1021 | VITAGLIANO | RENATO | 300 | 9.631 | 23-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,068.80 | 27,149.66 | 14,119.68 | 41,269.34 | 30,952.00 | 10,317.34 | 75% | |
| 1001 | WALKER | BENJAMIN | 47 | 9.408 | 33-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,605.60 | 40,767.91 | 16,767.91 | 57,535.37 | 43,165.02 | 14,388.35 | 25% | |
| 1003 | WATKINS | LAWRENCE | 862 | 11.243 | 31-03 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,422.40 | 36,131.80 | 20,573.91 | 56,705.71 | 56,705.71 | (0.00) | 0% | |
| 1021 | WOOD | PEGGY | 46 | 2.211 | 27-01 | 1 | 7/1/2013 | 6/30/2014 | 26 | 1,108.80 | 28,165.74 | 17,930.88 | 46,096.62 | 46,096.62 | (0.00) | 0% | |
| 1021 | WOODFORD | BRIAN | 26 | 9.408 | 33-10 | 1 | 7/1/2013 | 6/30/2014 | 26 | 2,103.20 | 53,425.49 | 25,821.88 | 79,247.37 | 59,435.53 | 19,811.84 | 75% | |
| Total Projected | | | | | | | | | | | 131.51 | 4,989,548.61 | 2,360,797.23 | 6,271,075.03 | 1,079,270.82 | | |
| Leg Approved Intermittent / Temp Chandler PCN 9075 | | | | | | | | | | | 137.51 | 5,521,741.00 | 2,675,275.00 | 7,350,345.85 | 7,229,034.00 | 1,138,291.00 | |
| Work Programs (Cumulative) | | | | | | | | | | | | | | | | | |

| Appendix Last Name | First Name | PCN | Class | Grade-Step | FTE | Start Date (usually Monday) | End Date (usually Sunday) | Pay Periods Filled | GL Bi-Weekly Salary | 5100 (-2.3% & Vacancies) | Total Benefits | Total Salary + Benefits | Federal | State |
|--------------------|--|-----|-------|------------|--------|-----------------------------|---------------------------|--------------------|---------------------|--------------------------|----------------|-------------------------|------------|-----------|
| | Unfilled PCNs, previous FYs (60, 61, 290, 859, 875, 898) | | | | (6.00) | | | | | | | | | |
| | Over (Under) | | | | | | | | | 532,192.39 | 314,477.77 | 846,670.15 | 957,958.97 | 59,020.18 |

| Nonstandard GLs: | Budgeted | GL | Actual YTD | | Projected | | NONSTANDARD GL's - TOTAL SFY14 | | | | | | | |
|-------------------------------|-------------|------|------------|------------|-----------|------------|--------------------------------|----------|------------|---------|------------|------------|---|---|
| | | | Total | Federal | State | Total | Federal | State | Total | Federal | State | | | |
| Supplemental Military Pay | | 5190 | - | - | - | - | - | - | 367,581.24 | - | - | 367,581.24 | - | - |
| Retirement Purch of Svc-State | | 5310 | - | - | - | - | - | - | 7,424.66 | - | - | 7,424.66 | - | - |
| Military Leave | | 5650 | - | - | - | - | - | - | 39,982.63 | - | - | 39,982.63 | - | - |
| Overtime | | 5810 | 142,477.48 | 138,148.41 | 4,331.05 | 101,769.61 | 98,676.01 | 3,093.61 | 244,247.07 | - | 236,822.42 | 7,424.66 | - | - |
| Holiday Pay | | 5820 | 60,709.00 | 32,713.06 | - | 7,269.57 | 7,269.57 | - | 39,982.63 | - | 39,982.63 | 2,850.19 | - | - |
| Comp Time Payoff | | 5830 | 1,843.24 | 180.63 | 1,662.61 | 1,316.60 | 129.02 | 1,187.58 | 3,159.84 | - | 309.65 | 2,850.19 | - | - |
| Shift Differential Pay | | 5880 | 64,495.00 | 42,668.27 | 0.96 | 30,478.05 | 30,477.36 | 0.69 | 73,147.32 | - | 73,145.67 | 1.65 | - | - |
| Remote Area Differential Pay | | 5881 | - | - | - | - | - | - | - | - | - | - | - | - |
| Payroll Adjustments | | 5901 | - | - | - | - | - | - | - | - | - | - | - | - |
| Vacancy Savings | (15,513.00) | 5904 | - | - | - | - | - | - | - | - | - | - | - | - |
| Standby Pay | | 5910 | 34,816.00 | 9,822.68 | 3,339.86 | 9,401.81 | 7,016.20 | 2,385.61 | 22,564.35 | - | 16,838.88 | 5,725.47 | - | - |
| Dangerous Duty Pay | | 5940 | - | 69.13 | - | 49.38 | 49.38 | - | 118.51 | - | 118.51 | - | - | - |
| Terminal Sick Leave Pay | | 5960 | - | 12,622.79 | - | 9,016.28 | 9,016.28 | - | 21,639.07 | - | 21,639.07 | - | - | - |
| Terminal Annual Leave Pay | | 5970 | - | 10,157.98 | 3.60 | 7,255.70 | 7,253.13 | 2.57 | 17,413.68 | - | 17,407.51 | 6.17 | - | - |
| Forfeited Annual Leave Payoff | | 5975 | - | 10,326.44 | - | 7,376.03 | 7,376.03 | - | 17,702.47 | - | 17,702.47 | - | - | - |
| Call Back Pay | | 5980 | - | - | - | - | - | - | - | - | - | - | - | - |
| Cloth/Uniform/Tool Allowance | 25,802.00 | 7170 | 14,038.98 | 14,038.98 | - | 11,763.02 | 11,763.02 | - | 25,802.00 | - | 25,802.00 | - | - | - |

Contingency (ie. Termination by 6/30 that hasn't been submitted)

| | | | |
|----------------------------------|--------------|--------------|--------------|
| Total Cat 01 Calculations | 7,816,122.79 | 6,720,843.84 | 1,462,860.19 |
| Total Cat 01 Projected for SFY14 | 7,816,122.79 | 6,720,843.84 | 1,462,860.19 |
| Over (Under) | 551,202.21 | 508,190.16 | (324,569.19) |

| | |
|--------------------------|--------------------|
| IFC Contingent Funds | 296,356.00 |
| Balance | (28,213.19) |
| Transfer other Cat to 01 | 9,500.00 |
| <u>Remaining Balance</u> | <u>(18,713.19)</u> |



**Nevada Department of Tourism and Cultural Affairs
DIVISION OF MUSEUMS & HISTORY**

708 North Curry Street
Carson City, Nevada 89703
(775) 687-4340 Fax (775) 687-4333

Brian Sandoval
Governor

Peter Barton
Administrator

Claudia Vecchio
Director

April 10, 2014

Memorandum

To: Katrina Nielsen, Budget Analyst
Department of Administration, Budget Division

From: Carrie Edlefsen, Administrative Services Officer *CE*
Division of Museums and History

Through: Peter Barton, Administrator
Division of Museums and History

Cc: Claudia Vecchio, Director
Kelly Williams, Operations and Finance Manager
Department of Tourism and Cultural Affairs

Subject: Fiscal Year 2014 General Fund Salary Adjustment (GFSA) Request for the Division of Museums and History for the May Board of Examiners meeting

Per Assembly Bill 511, Sections 6, 7, and 8 the Division of Museums and History is requesting the use of the FY2014 GFSA available amount for the Division of Museums and History Administration budget account (BA 2941) to assist in offsetting a Category 01 shortfall of \$9,039.

In addition to the requested GFSA amount of \$2,719 authority will be transferred out of Category 03, In-State Travel, in the amount of \$570; Category 04, Operating in the amount of \$2,485; and Category 26, Information Services, in the amount of \$546 (an additional \$200 has been calculated in to account for any possible variances in the final projection). Remaining funds needed are being requested from the Commission on Tourism as a transfer in order to fulfill the 50%/50% General Fund/Tourism Transfer funding split.

| GFSA | Transfer from Tourism | Transfer from Other Categories within B/A 2941 | Total |
|-------------|----------------------------------|---|--------------|
| \$2,719 | \$2,719 | \$3,601 | \$9,039 |

Please find the General Fund Salary Adjustment Form Showing the available amount, salary projections, budget projections, and position fund map attached to this memo.

Attachments: 4

GENERAL FUND SALARY ADJUSTMENT
FISCAL YEARS 2014 AND 2015

| Div | Division Description | BA | Budget Account Description | Fiscal Year 2014 | Fiscal Year 2015 |
|-----|---|----|---|------------------|------------------|
| 010 | GOVERNOR'S OFFICE | | 1000 OFFICE OF THE GOVERNOR | 24,561 | 24,007 |
| 010 | GOVERNOR'S OFFICE | | 1001 GOVERNOR'S MANSION MAINTENANCE | 2,343 | 2,288 |
| 012 | NUCLEAR PROJECTS OFFICE | | 1005 GOVERNOR'S OFFICE HIGH LEVEL NUCLEAR WASTE | 7,790 | 7,612 |
| 020 | LIEUTENANT GOVERNOR'S OFFICE | | 1020 LIEUTENANT GOVERNOR | 5,235 | 5,090 |
| 030 | ATTORNEY GENERAL'S OFFICE | | 1002 AG - EXTRADITION COORDINATOR | 1,864 | 1,828 |
| 030 | ATTORNEY GENERAL'S OFFICE | | 1030 AG - ADMINISTRATIVE FUND | 199,494 | 196,329 |
| 030 | ATTORNEY GENERAL'S OFFICE | | 1036 AG - CRIME PREVENTION | 4,602 | 4,587 |
| 030 | ATTORNEY GENERAL'S OFFICE | | 1038 AG - CONSUMER ADVOCATE | 21,033 | 20,810 |
| 040 | SECRETARY OF STATE'S OFFICE | | 1050 SOS - SECRETARY OF STATE | 139,690 | 139,547 |
| 040 | SECRETARY OF STATE'S OFFICE | | 1058 SOS - STATE BUSINESS PORTAL | 6,909 | 6,955 |
| 050 | TREASURER - TREASURER'S OFFICE | | 1080 TREASURER - STATE TREASURER | 16,777 | 16,613 |
| 060 | CONTROLLER'S OFFICE | | 1130 CONTROLLER - CONTROLLER'S OFFICE | 56,356 | 56,033 |
| 080 | ADMIN - DIRECTOR'S OFFICE | | 1340 ADMINISTRATION - BUDGET AND PLANNING | 47,920 | 47,187 |
| 081 | ADMIN - INTERNAL AUDITS DIVISION | | 1342 ADMINISTRATION - DIVISION OF INTERNAL AUDITS | 19,745 | 19,624 |
| 082 | ADMIN - STATE PUBLIC WORKS DIVISION | | 1560 ADMINISTRATION - SPWD - FACILITY COND & ANALYSIS | 3,364 | 3,322 |
| 332 | ADMIN - NEVADA STATE LIBRARY AND ARCHIVES | | 1052 ADMINISTRATION - NSLA - ARCHIVES AND RECORDS | 14,434 | 14,390 |
| 332 | ADMIN - NEVADA STATE LIBRARY AND ARCHIVES | | 2891 ADMINISTRATION - NSLA - NEVADA STATE LIBRARY | 17,755 | 17,656 |
| 090 | JUDICIAL BRANCH | | 1484 JUDICIAL PROGRAMS AND SERVICES DIVISION | 13,392 | 13,441 |
| 090 | JUDICIAL BRANCH | | 1494 SUPREME COURT | 150,173 | 147,402 |
| 090 | JUDICIAL BRANCH | | 1496 SENIOR JUSTICE & SENIOR JUDGE PROGRAM | 480 | 493 |
| 090 | JUDICIAL BRANCH | | 2889 LAW LIBRARY | 8,630 | 8,567 |
| 101 | DTCA - COMMISSION ON TOURISM | | 2600 TOURISM - INDIAN COMMISSION | 1,752 | 1,723 |
| 102 | GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT | | 1526 GOED - GOVERNOR'S OFFICE OF ECONOMIC DEV | 45,552 | 44,542 |
| 102 | GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT | | 1528 GOED - RURAL COMMUNITY DEVELOPMENT | 6,274 | 6,094 |
| 102 | GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT | | 4867 GOED - PROCUREMENT OUTREACH PROGRAM | 7,811 | 7,580 |
| 130 | DEPARTMENT OF TAXATION | | 2361 DEPARTMENT OF TAXATION | 343,920 | 344,172 |
| 150 | COMMISSION ON ETHICS | | 1343 COMMISSION ON ETHICS | 2,555 | 2,489 |
| 220 | JUDICIAL DISCIPLINE COMMISSION | | 1497 JUDICIAL DISCIPLINE | 5,867 | 5,723 |
| 240 | OFFICE OF VETERANS SERVICES | | 2560 NCVA - COMMISSIONER FOR VETERANS' AFFAIRS | 18,982 | 18,788 |
| 300 | NDE - DEPARTMENT OF EDUCATION | | 2673 NDE - EDUCATION STATE PROGRAMS | 33,040 | 32,832 |
| 300 | NDE - DEPARTMENT OF EDUCATION | | 2697 NDE - PROFICIENCY TESTING | 12,625 | 12,603 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | | 1350 TOURISM - MUSEUMS & HIST - LOST CITY MUSEUM | 2,237 | 2,273 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | | 2870 TOURISM - MUSEUMS & HIST-NEVADA HISTORICAL SOCIETY | 2,822 | 2,939 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | | 2940 TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, CC | 7,706 | 7,632 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | | 2941 TOURISM - MUSEUMS & HISTORY | 2,719 | 2,693 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | | 2943 TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, LV | 6,882 | 6,882 |

Payroll Report-SFY 2014BA #2941 Administrator, Division of Museums & History

| Name | Pos. | Unit | UFRLO-Jc-Ste | Ret | Pay | Hourly | PP | PP | FY 2014 | FY 2014 | Actual | Actual | Actual | Actual | Actual | Actual | Actual | Actual | |
|--------------------------------------|------|-------|--------------|------|---------|--------|----------|----------|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| | | | | Code | Policy | Rate | Rate | Rate | Work | Longevity | PF# L-1 | PF# 01 | PF# 02 | PF# 03 | PF# 04 | PF# 05 | PF# 06 | PF# 07 | |
| | | | | | | w/ ins | w/ ins | w/ ins | Program | Authority | 07/05/13 | 07/05/13 | 07/19/13 | 08/02/13 | 08/16/13 | 08/30/13 | 09/13/13 | 09/27/13 | |
| | | | | | | | | | | | Insurance | Insurance | 50% | Insurance | Assess | Assess | Insurance | | |
| Barton, Peter | 01 | 1 FTE | 48.00 | UNC | 1 XPP10 | 46.88 | 4,407.10 | 5,095.47 | 120,165.00 | 0.00 | 0.00 | 688.37 | 2,182.54 | 5,078.76 | 4,406.19 | 4,406.19 | 5,088.88 | 4,406.19 | |
| Rabe/Vacant/ Brown | 12 | 1 FTE | 48.00 | 27-9 | 1 PPR2 | 19.33 | 2,014.65 | 2,703.02 | 62,145.00 | 0.00 | 0.00 | 688.37 | 1,057.97 | 2,656.51 | 2,125.62 | 0.00 | 60.12 | 1,186.70 | 2,034.08 |
| Edelsten, Carrie | 13 | 1 FTE | 48.00 | 39-4 | 8 PPR2 | 26.29 | 2,760.05 | 3,428.42 | 79,694.00 | 0.00 | 0.00 | 688.37 | 1,375.14 | 3,464.71 | 2,518.57 | 2,733.86 | 3,421.55 | 2,730.75 | |
| Brown/Vacant | 14 | 1 FTE | 48.00 | 29-5 | 8 PPR2 | 22.01 | 2,609.12 | 2,757.49 | 49,405.00 | 0.00 | 0.00 | 688.37 | 0.00 | 0.00 | 0.00 | 2,316.08 | 2,816.24 | 2,316.08 | |
| Total Position Costs: | | | | | | | | | | | | | | | | | | | |
| Work Prg Authority Salaries | | | | | | | | | 311,409.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prog | | | | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| BD and Comm Salaries | | | | | | | | | 2,640.00 | | 0.00 | 0.00 | 38.80 | 0.00 | 38.80 | 0.00 | 0.00 | 0.00 | 38.80 |
| Salary Adjustment | | | | | | | | | 423.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| BOE Salary Need Granted | | | | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total CAT 01 Authority | | | | | | | | | <u>314,472.00</u> | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pay Period Grand Totals: | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | 0.00 | 0.00 | 2,753.48 | 4,654.45 | 11,199.98 | 9,089.18 | 9,456.13 | 303.50 | 12,513.37 | 11,525.99 | |
| Year to Date Balance: | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | 0.00 | 0.00 | 2,753.48 | 7,407.93 | 18,607.91 | 27,697.09 | 37,153.22 | 37,456.72 | 49,970.09 | 61,495.99 | |
| Budget Status Report Balance: | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | 0.00 | 0.00 | 2,753.48 | 7,407.93 | 18,607.91 | 27,697.09 | 37,153.22 | 37,456.72 | 49,970.09 | 61,495.99 | |
| Difference | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Payroll Report- SPY 2014BA #2941 Ad

| Name | Pos. | Actual | | Actual | | Actual | | Actual | | Actual | | Actual | | Actual | | Actual | | Actual | |
|--------------------------------------|------|-------------|-------------|------------------|------------------|------------------|------------------|-----------------|-------------------|-------------------|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-----------------|-----------|
| | | Furlough Q1 | Furlough Q2 | Assess Q2 | PP# 08 10/11/13 | PP# 09 10/25/13 | PP# 10 11/08/13 | PP# 11 11/22/13 | PP# L-2 12/10/13 | PP# 12 12/06/13 | PP# 13 12/20/13 | Furlough Q2 | PP# 14 01/03/14 | PP# 15 01/17/14 | PP# 16 01/31/14 | PP# 17 02/14/14 | PP# 18 02/28/14 | PP# 19 03/14/14 | Insurance |
| Barton, Peter | 01 | 0.00 | 0.00 | 117.50 | 5,088.88 | 4,015.27 | 4,406.19 | 0.00 | 5,088.87 | 4,406.20 | 0.00 | 5,186.77 | 4,103.36 | 4,504.08 | 5,186.77 | 4,504.08 | 4,786.05 | | |
| Rabe/Vacant/ Brown | 12 | 0.00 | 0.00 | 60.12 | 2,721.79 | 2,034.08 | 2,721.78 | 0.00 | 2,721.78 | 2,018.48 | 0.00 | 2,738.17 | 1,885.24 | 2,050.47 | 2,738.18 | 2,050.47 | 2,572.94 | | |
| Edleßen, Carrie | 13 | 0.00 | 0.00 | 78.09 | 3,421.56 | 2,730.75 | 2,730.75 | 0.00 | 3,421.56 | 2,730.75 | 0.00 | 3,476.44 | 2,785.65 | 2,564.03 | 3,364.09 | 2,673.28 | 3,364.09 | | |
| Brown/Vacant | 14 | 0.00 | 0.00 | 47.79 | 2,816.23 | 2,316.08 | 2,288.79 | 0.00 | 2,975.21 | 2,288.79 | 0.00 | 3,021.17 | 2,334.75 | 2,334.75 | 3,021.17 | 2,334.75 | 3,021.17 | | |
| Total Position Costs: | | 0.00 | 0.00 | 303.50 | 14,005.10 | 11,459.81 | 11,459.81 | 0.00 | 14,207.42 | 11,444.22 | 0.00 | 14,422.55 | 11,109.00 | 11,453.33 | 14,310.21 | 11,562.58 | 13,744.25 | | |
| Work Prg Authority Salaries | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Work Prog | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| BD and Comm Salaries | | 0.00 | 0.00 | 38.80 | 486.09 | 38.80 | 38.80 | 0.00 | 0.00 | 464.02 | 0.00 | 0.00 | 72.00 | 0.00 | 0.00 | 72.00 | 0.00 | | |
| Salary Adjustment | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| BOE Salary Need Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Total CAT 01 Authority | | 0.00 | 0.00 | 0.00 | 14,534.55 | 11,134.98 | 11,498.61 | 0.00 | 14,207.42 | 11,908.24 | 0.00 | 14,422.55 | 11,181.00 | 11,453.33 | 14,310.21 | 11,634.58 | 13,744.25 | | |
| Pay Period Grand Totals: | | 0.00 | 0.00 | 303.50 | 14,005.10 | 11,459.81 | 11,459.81 | 0.00 | 14,207.42 | 11,908.24 | 0.00 | 14,422.55 | 11,181.00 | 11,453.33 | 14,310.21 | 11,634.58 | 13,744.25 | | |
| Year to Date Balance: | | 0.00 | 0.00 | 87,469.02 | 76,030.54 | 87,165.52 | 87,165.52 | 0.00 | 101,474.12 | 139,088.39 | 0.00 | 153,510.94 | 164,691.94 | 176,145.27 | 190,455.48 | 202,090.06 | 215,834.31 | | |
| Budget Status Report Balance: | | 0.00 | 0.00 | 87,469.02 | 76,030.54 | 87,165.52 | 87,165.52 | 0.00 | 101,474.12 | 139,088.39 | 0.00 | 153,510.94 | 164,691.94 | 176,145.27 | 190,455.48 | 202,090.06 | 215,834.31 | | |
| Difference | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |

Payroll Report- SFY 2014BA #2941 Ad

| Name | Pos. | Actual | | Actual | | Actual | | Actual | | Projected | | Projected | | Projected | | 1st Quarter Totals PP 01 - 07 |
|--------------------------------------|------|-------------------|-------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------|----------|-------------------------------------|
| | | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | 03/28/14 | |
| Barton, Peter | 01 | 4,103.36 | 117.50 | 5,186.77 | 4,504.08 | 5,186.77 | 4,504.08 | 116.24 | (750.08) | 0.00 | 4,504.08 | 2,702.45 | 26,374.62 | | | |
| Rabe/Vacant/ Brown | 12 | 2,050.47 | 60.12 | 2,572.94 | 2,050.47 | 2,572.94 | 2,050.47 | 60.12 | (309.28) | 0.00 | 2,050.47 | 1,230.28 | 9,809.37 | | | |
| Edleßen, Carrie | 13 | 2,785.65 | 78.09 | 3,251.72 | 2,785.65 | 3,364.09 | 2,785.65 | 77.09 | (105.16) | 0.00 | 2,785.65 | 1,671.39 | 17,011.04 | | | |
| Brown/Vacant | 14 | 2,334.75 | 47.79 | 3,021.17 | 2,334.75 | 3,021.17 | 2,334.75 | 47.79 | (528.24) | 0.00 | 2,334.75 | 1,400.85 | 8,184.56 | | | |
| Total Position Costs: | | 11,274.23 | 303.50 | 14,032.60 | 11,674.95 | 14,144.97 | 11,674.95 | 301.25 | (1,692.76) | 0.00 | 11,674.95 | 7,004.97 | 61,379.59 | | | |
| Work Prg Authority Salaries | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| Work Prog | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| BD and Comm Salaries | | 558.09 | 0.00 | 73.00 | 0.00 | 73.00 | 0.00 | 0.00 | 0.00 | 0.00 | 73.00 | 0.00 | 116.40 | | | |
| Salary Adjustment | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| BOE Salary Need Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| Total CAT 01 Authority | | 11,832.32 | 303.50 | 14,105.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 61,495.99 | | | |
| Year to Date Balance: | | 227,666.63 | 227,970.13 | 227,970.13 | 242,075.73 | 242,075.73 | 242,075.73 | 242,075.73 | 242,075.73 | 242,075.73 | 242,075.73 | 242,075.73 | 242,075.73 | | | |
| Budget Status Report Balance: | | 227,666.63 | 227,970.13 | 227,970.13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| Difference | | 0.00 | 0.00 | 0.00 | (242,075.73) | (242,075.73) | (242,075.73) | (242,075.73) | (242,075.73) | (242,075.73) | (242,075.73) | (242,075.73) | (242,075.73) | | | |
| | | 0.00 | 0.00 | 0.00 | 11,674.95 | 14,217.97 | 11,674.95 | 301.25 | (1,692.76) | 0.00 | 11,747.95 | 7,004.97 | 81,235.29 | | | |

Payroll Report- SFY 2014BA #2941 Ad

| Name | Pos. | Includes Both Actuals & Estimates to End-of-Year! | | | | TOTAL | Difference By Position | |
|---------------------------------|------|---|-----------------------|-----------------------|------------|-------------------------------------|---------------------------|------------|
| | | 2nd Quarter Totals | 3rd Quarter Totals | 4th Quarter Totals | PP 21-11 | | | |
| | | PP 08-13 | PP 14-20 | PP 21-11 | | | | |
| Barton, Peter | 01 | 28,211.79 | 32,491.97 | 35,645.24 | 122,723.62 | (2,558.62) | | |
| Rabe/Vacant/ Brown | 12 | 14,312.11 | 16,146.06 | 16,901.82 | 57,169.36 | 4,975.64 | | |
| Edleßen, Carrie | 13 | 18,315.79 | 21,091.32 | 22,765.82 | 79,183.97 | 510.03 | | |
| Brown/Vacant | 14 | 15,725.00 | 18,450.30 | 19,322.91 | 61,682.77 | (12,277.77) | | |
| Total Position Costs: | | 76,564.69 | 88,179.65 | 94,635.80 | 320,759.73 | (9,350.73) | | |
| Work Prg Authority Salaries | | 0.00 | 0.00 | 0.00 | 0.00 | | Work Program | |
| Work Prog | | 0.00 | 0.00 | 0.00 | 0.00 | | Authority | |
| BD and Comm Salaries | | 1,027.71 | 702.09 | 705.09 | 2,551.29 | | Total GL 4663 | |
| Salary Adjustment | | 0.00 | 0.00 | 0.00 | 0.00 | | Less Budgeted G/L 4663 | |
| BOE Salary Need Granted | | 0.00 | 0.00 | 0.00 | 0.00 | | Less Budgeted GF | |
| Total CAT 01 Authority | | 0.00 | 0.00 | 0.00 | 0.00 | | GF Surplus/(Shortfall) | |
| Pay Period Grand Totals: | | 77,592.40 | 88,881.74 | 95,340.89 | 323,311.02 | | 314,472.00 | |
| Year to Date Balance: | | | | | | Estimated Surplus/Shortfall: | (\$8,839.02) | |
| Budget Status Report Balance | | | | | | | Budgeted Funding Surplus | (4,419.51) |
| Difference | | | | | | | General Fund | (4,419.51) |
| | | | | | | | Tourism | (8,839.02) |

| | |
|-----------------------------|------------|
| Projected Cat 01 Total | 323,311.02 |
| Total GL 4663 | 161,655.51 |
| Total GF Need | 161,655.51 |
| Less Budgeted G/L 4663 | 157,236.00 |
| Less Budgeted GF | 157,236.00 |
| GF Surplus/(Shortfall) | (4,419.51) |
| GL 4663 Surplus/(Shortfall) | (4,419.51) |

| Friday Holidays | Days 2941 in FY | Paydays | Total Salaries and Leaves | | | | | Forecast | Expended |
|-----------------|--------------------|------------|---------------------------|-------------|---------------|----------------|------------------|--------------|------------|
| | | | 5100 | 5610 | 5620 | 5630 | 5640 | | |
| | | | SALARIES | SICK LEAVES | ANNUAL LEAVES | HOLIDAY LEAVES | COMP TIME LEAVES | OTHER LEAVES | |
| | | | Expended | Expended | Expended | Expended | Expended | Expended | Forecast |
| | | 7/1/2013 | - | - | - | - | - | - | 3,751.20 |
| | | 7/19/2013 | 3,588.16 | - | 163.04 | - | - | - | 7,308.00 |
| | | 8/2/2013 | 6,677.04 | - | 630.96 | - | - | - | 7,259.28 |
| | | 8/16/2013 | 7,232.99 | - | 26.29 | - | - | - | 7,614.40 |
| | | 8/30/2013 | 6,702.72 | - | 911.68 | - | - | - | 8,056.88 |
| | | 9/13/2013 | 5,652.00 | 375.04 | 2,029.84 | - | - | - | 9,160.80 |
| | | 9/27/2013 | 8,763.12 | 11.28 | 386.40 | - | - | - | 8,984.72 |
| | | 10/11/2013 | 8,912.42 | - | 72.30 | - | - | - | 8,785.76 |
| | | 10/24/2013 | 7,754.31 | 258.65 | 772.80 | - | - | - | 8,950.48 |
| (1.00) | | 11/8/2013 | 8,423.96 | 174.36 | 352.16 | - | - | - | 9,160.80 |
| | | 11/22/2013 | 8,754.95 | 44.02 | 361.83 | - | - | - | 9,160.80 |
| | | 12/6/2013 | 8,176.23 | 146.04 | 838.53 | - | - | - | 9,160.80 |
| | | 12/20/2013 | 8,156.88 | 262.77 | 702.49 | - | 38.66 | - | 9,160.80 |
| | | 1/3/2014 | 8,265.88 | 66.03 | 828.89 | - | - | - | 9,160.80 |
| | | 1/17/2014 | 5,537.50 | 92.02 | 3,001.60 | - | - | - | 8,631.12 |
| | | 1/31/2014 | 8,950.48 | - | - | - | - | - | 8,950.48 |
| | | 2/14/2014 | 8,889.90 | 113.16 | 52.58 | - | - | - | 9,055.64 |
| | | 2/28/2014 | 8,401.94 | 615.04 | 38.66 | - | - | - | 9,055.64 |
| | | 3/14/2014 | 7,815.65 | 70.31 | 640.00 | - | - | - | 8,525.96 |
| | | 3/28/2014 | 7,797.58 | 812.10 | 176.08 | - | - | - | 8,785.76 |
| | | 4/11/2014 | 8,502.87 | 220.67 | 72.30 | - | - | - | 8,795.84 |
| | | 4/25/2014 | - | - | - | - | - | - | 8,790.80 |
| | | 5/9/2014 | - | - | - | - | - | - | 8,724.59 |
| | | 5/23/2014 | - | - | - | - | - | - | 8,774.25 |
| | | 6/6/2014 | - | - | - | - | - | - | 8,771.37 |
| | | 6/20/2014 | - | - | - | - | - | - | 8,765.25 |
| | | 7/3/2014 | - | - | - | - | - | - | 8,758.86 |
| (1.00) | | 7/18/2014 | - | - | - | - | - | - | 5,260.46 |
| | | 12/31/2014 | 152,956.58 | 3,261.49 | 12,058.43 | - | - | 38.66 | 168,315.16 |

| | | | |
|------------|---------------------------|---|------------|
| 242,002.73 | | Total Expended | 242,002.73 |
| 81,025.03 | | Total Forecast | 81,025.03 |
| 323,027.76 | | Total | 323,027.76 |
| 314,472.00 | | Current Budget | 314,472.00 |
| - | | General Fund Salary Adjustment (entered as a negative number) | - |
| WP Amount | WP Name | | |
| - | Work Programs In Progress | | |
| - | Work Programs In Progress | | |
| - | Work Programs In Progress | | |
| - | Work Programs In Progress | | |
| - | Work Programs In Progress | | |
| 314,472.00 | Revised Budget | | |
| (8,555.76) | Under (Over) Budget | | |
| -2.72% | Percent Under/Over Budget | | |

**BUDGET SUMMARY FOR: B/A # 2941 DIVISION OF MUSEUMS AND HISTORY
FISCAL YEAR 2014**

**REPORT AS OF: 4/10/2014
PERCENTAGE OF FISCAL YEAR: 77.53%**

REVENUE SCHEDULE

| CAT DESCRIPTION | REVENUE TO DATE | AGENCY PROJECTIONS | YTD ANTICIPATED | ORIGINAL AUTHORITY | APPROVED WORK PRGS | TOTAL AUTHORITY | % REALIZED | PENDING WORK PRGS | SURPLUS (SHORTFALL) |
|---|-------------------|--------------------|-------------------|--------------------|--------------------|-------------------|-------------|-------------------|---------------------|
| 2501 GENERAL FUND APPROPRIATION | 179,260.00 | 0.00 | 179,260.00 | 179,260.00 | 0.00 | 179,260.00 | 100% | 0.00 | 0.00 |
| 2511 BALANCE FORWARD FROM PRIOR YEAR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 4601 GENERAL FUND SALARY ADJUSTMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 4663 TRANSFER FROM TOURISM | 179,264.00 | 0.00 | 179,264.00 | 179,264.00 | 0.00 | 179,264.00 | 100% | 0.00 | 0.00 |
| 4665 TRANS FROM MUSEUMS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 4668 TRANSFER FR MUSEUM & HISTORY TRUST | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| TOTAL | 358,524.00 | 0.00 | 358,524.00 | 358,524.00 | 0.00 | 358,524.00 | 100% | 0.00 | 0.00 |

EXPENDITURE SCHEDULE

| CAT DESCRIPTION | EXPENDITURES TO DATE | AGENCY PROJECTIONS | YTD OBLIGATED | ORIGINAL BUDGET | APPROVED WORK PRGS | TOTAL BUDGET | % SPENT | PENDING WORK PRGS | SURPLUS (SHORTFALL) |
|--|----------------------|--------------------|-------------------|-------------------|--------------------|-------------------|-------------|-------------------|---------------------|
| 01 SALARIES TOTAL | 242,075.73 | 81,235.29 | 323,311.02 | 314,472.00 | 0.00 | 314,472.00 | 103% | 0.00 | (8,839.02) |
| 02 OUT-OF-STATE TRAVEL TOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 03 IN STATE TRAVEL TOTAL | 7,156.95 | 0.00 | 7,726.95 | 7,842.00 | 0.00 | 7,842.00 | 99% | 0.00 | 685.05 |
| 04 OPERATING TOTAL: | 6,105.80 | 1,000.85 | 9,391.65 | 11,007.00 | 0.00 | 11,007.00 | 85% | 0.00 | 3,920.00 |
| 26 INFORMATION SERVICES | 7,492.69 | 1,744.29 | 9,782.98 | 10,182.00 | 0.00 | 10,182.00 | 96% | 0.00 | 945.02 |
| 59 UTILITIES TOTAL | 2,287.26 | 793.74 | 3,081.00 | 2,689.00 | 0.00 | 2,689.00 | 115% | 0.00 | (392.00) |
| 82 DHRM COST ALLOCATION | 1,248.75 | 0.00 | 1,248.75 | 1,665.00 | 0.00 | 1,665.00 | 75% | 0.00 | 0.00 |
| 87 PURCHASING ASSESSMENT TOTAL | 93.00 | 0.00 | 93.00 | 124.00 | 0.00 | 124.00 | 75% | 0.00 | 0.00 |
| 93 AG COST ALLOCATION | 7,907.25 | 0.00 | 7,907.25 | 10,543.00 | 0.00 | 10,543.00 | 75% | 0.00 | 0.00 |
| TOTAL | 274,367.43 | 84,774.17 | 362,542.60 | 358,524.00 | 0.00 | 358,524.00 | 772% | 0.00 | (3,680.95) |
| DIFFERENCE (Revenue - Expenditures) | 84,156.57 | | (4,018.60) | 0.00 | 0.00 | 0.00 | | 0.00 | 3,680.95 |

DEPARTMENT OF TOURISM CULTURAL AFFAIRS
 DIVISION OF MUSEUMS AND HISTORY
 POSITION ROSTER BY FUNDING SOURCE
 B/A 2941

BEFORE WP# 14SA2941

FY 2014

| PC # | Position Description | Expenditures | | | Revenues | | |
|------|--------------------------|--------------|----------|---------------|--------------------------------|------------------------|---------------|
| | | Salary | Benefits | Total Request | Gen. Fund Appropriation # 2501 | Tourism Transfer #4663 | Total Request |
| 01 | Adminr Museums & History | 94,328 | 25,837 | 120,165 | 60,083 | 60,083 | 120,165 |
| 12 | Admin Assistant 3 | 40,637 | 21,508 | 62,145 | 31,073 | 31,073 | 62,145 |
| 13 | Admin Services Officer 2 | 59,690 | 20,004 | 79,694 | 39,847 | 39,847 | 79,694 |
| 14 | Admin Assistant 4 | 34,180 | 15,225 | 49,405 | 24,703 | 24,703 | 49,405 |
| 5320 | Hold Harmless | 423 | 0 | 423 | 212 | 212 | 423 |
| 5860 | Board & Commission Pay | 2,640 | 0 | 2,640 | 1,320 | 1,320 | 2,640 |
| 5960 | Terminal Sick Leave | 0 | 0 | 0 | 0 | 0 | 0 |
| 5970 | Terminal Annual Leave | 0 | 0 | 0 | 0 | 0 | 0 |
| | Total | 231,898 | 82,574 | 314,472 | 157,236 | 157,236 | 314,472 |
| | | | | 314,472 | | | 314,472 |

DEPARTMENT OF TOURISM CULTURAL AFFAIRS
 DIVISION OF MUSEUMS AND HISTORY
 POSITION ROSTER BY FUNDING SOURCE
 B/A 2941

AFTER WP# 14SA2941

FY 2014

| PC # | Position Description | Expenditures | | | Revenues | | | | | |
|------|--------------------------|----------------|---------------|----------------|--------------------------------|------------------------|--------------------------------|----------------------------|------------------------|----------------|
| | | Salary | Benefits | Total Request | Gen. Fund Appropriation # 2501 | Tourism Transfer #4663 | Gen. Fund Appropriation # 2501 | GF Salary Adjustment #4601 | Tourism Transfer #4663 | Total Request |
| 01 | Adminr Museums & History | 94,328 | 25,837 | 120,165 | 60,083 | 60,083 | 1,379 | | 1,380 | 122,924 |
| 12 | Admin Assistant 3 | 40,637 | 21,508 | 62,145 | 31,073 | 31,073 | -2,488 | | -2,488 | 57,169 |
| 13 | Admin Services Officer 2 | 59,690 | 20,004 | 79,694 | 39,847 | 39,847 | -255 | | -255 | 79,184 |
| 14 | Admin Assistant 4 | 34,180 | 15,225 | 49,405 | 24,703 | 24,703 | 3,420 | 2,719 | 6,139 | 61,683 |
| 5320 | Hold Harmless | 423 | 0 | 423 | 212 | 212 | -212 | | -212 | 0 |
| 5860 | Board & Commission Pay | 2,640 | 0 | 2,640 | 1,320 | 1,320 | -44 | | -44 | 2,552 |
| 5960 | Terminal Sick Leave | 0 | 0 | 0 | 0 | 0 | | | | 0 |
| 5970 | Terminal Annual Leave | 0 | 0 | 0 | 0 | 0 | | | | 0 |
| | Total | 231,898 | 82,574 | 314,472 | 157,236 | 157,236 | 1,800 | 2,719 | 4,520 | 323,511 |
| | | | | 314,472 | | | | | | 323,511 |



**Nevada Department of Tourism and Cultural Affairs
DIVISION OF MUSEUMS & HISTORY**

708 North Curry Street
Carson City, Nevada 89703
(775) 687-4340 Fax (775) 687-4333

Brian Sandoval
Governor

Claudia Vecchio
Director

Peter Barton
Administrator

April 23, 2014

Memorandum

To: Katrina Nielsen, Budget Analyst
Department of Administration, Budget Division

From: Carrie Edlefsen, Administrative Services Officer *CE*
Division of Museums and History

Through: Peter Barton, Administrator
Division of Museums and History

Cc: Claudia Vecchio, Director
Kelly Williams, Operations and Finance Manager
Department of Tourism and Cultural Affairs

Subject: Fiscal Year 2014 General Fund Salary Adjustment (GFSA) Request for the Division of Museums and History for the May Board of Examiners meeting

Per Assembly Bill 511, Sections 6, 7, and 8 the Division of Museums and History is requesting the use of the FY2014 GFSA available amount for the Division of Museums and History Nevada Historical Society budget account (BA 2941) to assist in offsetting a Category 01 shortfall of \$5,063.

The Division is requesting the GFSA amount of \$2,531 with remaining funds requested from the Commission on Tourism as a transfer in order to fulfill the 50%/50% General Fund/Tourism Transfer funding split (an additional \$200 has been calculated in to account for any possible variances in the final projection).

| GFSA | Transfer from Tourism | Total |
|-------------|----------------------------------|--------------|
| \$2,531 | \$2,532 | \$5,063 |

Please find the General Fund Salary Adjustment Form Showing the available amount, salary projections, budget projections, and position fund map attached to this memo.

Attachments: 4

| Name | Pos. | FY 2013 Work Program | FY 2013 Longevity Authority | Actual PP# L-1 07/05/13 | Actual PP# 01 07/19/13 | Actual PP# 02 07/19/13 | Actual PP# 03 08/02/13 | Actual PP# 04 08/16/13 | Actual PP# 05 08/30/13 | Actual Assess Q1 | Actual PP# 06 09/13/13 | Actual PP# 07 09/27/13 |
|--------------------------------------|------|----------------------------|-----------------------------------|-------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------|------------------------------|------------------------------|
| Maher, Michael | 4 | 82,847.00 | 0.00 | 0.00 | 688.37 | 1,465.38 | 3,662.79 | 2,949.69 | 2,928.88 | 129.76 | 3,598.08 | 2,652.83 |
| Hayes-Zorn, Sheryln | 6 | 73,603.00 | 0.00 | 0.00 | 688.37 | 1,282.67 | 3,292.57 | 2,581.87 | 2,582.60 | 115.28 | 3,269.57 | 2,564.83 |
| Englund, Heidi | 8 | 63,283.00 | 0.00 | 0.00 | 688.37 | 1,078.56 | 2,682.65 | 2,170.93 | 1,978.26 | 99.11 | 2,858.19 | 2,170.93 |
| Dandini, Judy | 9 | 49,405.00 | 0.00 | 0.00 | 688.37 | 803.82 | 2,320.71 | 1,546.04 | 1,546.05 | 77.38 | 2,306.29 | 1,617.93 |
| Vacant | 13 | 45,324.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Brunbaugh, Lee | 15 | 86,260.00 | 0.00 | 0.00 | 688.37 | 1,533.86 | 3,802.52 | 3,078.49 | 3,047.12 | 135.10 | 3,734.83 | 3,047.12 |
| Johnson, Christine | 16 | 51,955.00 | 0.00 | 0.00 | 688.37 | 856.05 | 2,415.42 | 1,720.49 | 1,720.48 | 81.37 | 2,401.56 | 1,720.48 |
| Total Position Costs: | | | | 0.00 | 4,130.22 | 7,020.34 | 18,176.66 | 14,047.51 | 13,803.39 | 638.00 | 18,168.52 | 13,774.12 |
| Work Prg Authority Salaries | | 452,677.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| GS5000 personnel services | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Salary Adjustment | | 600.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prg | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prg | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prg | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Longevity Authority | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Vacancy Saving | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| BOE Terminal Leave Granted | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| BOE Salary Need Granted | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total CAT 01 Authority | | 453,277.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pay Period Grand Totals: | | | | 0.00 | 4,130.22 | 7,020.34 | 18,176.66 | 14,047.51 | 13,803.39 | 638.00 | 18,168.52 | 13,774.12 |
| Year to Date Balance: | | | | 0.00 | 4,130.22 | 11,150.56 | 29,327.22 | 43,374.73 | 57,178.12 | 57,816.12 | 75,984.64 | 89,758.76 |
| Budget Status Report Balance: | | | | 0.00 | 4,130.22 | 11,150.56 | 29,327.22 | 43,374.73 | 57,178.12 | 57,816.12 | 75,984.64 | 89,758.76 |
| Difference | | | | 0.00 | 0.00 | (0.00) | (0.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Projected Totals | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| Name | Pos. | Actual | | Actual | | Actual | | Actual | | Actual | | Projected Furlough Q2 | Actual PPH 12 12/06/13 | Actual PPH 13 12/20/13 |
|--------------------------------------|------|------------|------------|------------|------------|------------|----------|------------|----------|----------|------|-----------------------|------------------------|------------------------|
| | | 10/1/13 | 10/25/13 | 11/08/13 | 11/22/13 | 12/06/13 | 12/06/13 | 12/06/13 | 12/06/13 | 12/06/13 | | | | |
| Maher, Michael | 4 | 3,598.08 | 2,911.26 | 129.76 | 3,339.65 | 2,911.26 | 0.00 | 3,598.07 | 0.00 | 0.00 | 0.00 | 0.00 | 2,911.26 | |
| Hayes-Zorn, Sheryln | 6 | 3,235.94 | 2,548.25 | 115.28 | 3,235.94 | 2,548.24 | 0.00 | 3,235.95 | 0.00 | 0.00 | 0.00 | 0.00 | 2,548.24 | |
| Englund, Heidi | 8 | 2,665.23 | 2,170.93 | 99.11 | 2,856.41 | 2,142.66 | 0.00 | 2,829.92 | 0.00 | 0.00 | 0.00 | 0.00 | 2,142.66 | |
| Dandini, Judy | 9 | 2,162.52 | 1,617.93 | 77.38 | 2,306.30 | 1,474.15 | 0.00 | 2,306.29 | 0.00 | 0.00 | 0.00 | 0.00 | 1,617.93 | |
| Vacant | 13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Brunbaugh, Lee | 15 | 3,464.48 | 3,047.12 | 135.10 | 3,464.49 | 3,047.11 | 0.00 | 3,734.84 | 0.00 | 0.00 | 0.00 | 0.00 | 3,047.12 | |
| Johnson, Christine | 16 | 2,401.55 | 1,720.49 | 81.37 | 2,263.18 | 1,720.49 | 0.00 | 2,263.18 | 0.00 | 0.00 | 0.00 | 0.00 | 1,582.12 | |
| Total Position Costs: | | 17,527.80 | 14,015.98 | 638.00 | 17,465.97 | 13,843.91 | 0.00 | 17,968.25 | 0.00 | 0.00 | 0.00 | 0.00 | 13,849.33 | |
| Work Prg Authority Salaries | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| GI5000 personnel services | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Salary Adjustment | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Longevity Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Vacancy Savng | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| BOE Terminal Leave Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| BOE Salary Need Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Total CAT 01 Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Pay Period Grand Totals: | | 17,527.80 | 14,015.98 | 638.00 | 17,465.97 | 13,843.91 | 0.00 | 17,968.25 | 0.00 | 0.00 | 0.00 | 0.00 | 13,849.33 | |
| Year to Date Balance: | | 107,286.56 | 121,302.54 | 121,940.54 | 139,406.51 | 153,250.42 | 0.00 | 171,218.67 | 0.00 | 0.00 | 0.00 | 0.00 | 185,068.00 | |
| Budget Status Report Balance: | | 107,286.56 | 121,302.54 | 121,940.54 | 139,406.51 | 153,250.42 | 0.00 | 171,218.67 | 0.00 | 0.00 | 0.00 | 0.00 | 185,068.00 | |
| Difference | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Projected Totals | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

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| Name | Poa. | Actual PP# 14 01/05/14 | Actual PP# 15 01/17/14 | Actual PP# 16 01/31/14 | Actual PP# 17 02/14/14 | Actual PP# 18 02/28/14 | Actual PP# 19 03/14/14 | Actual Assess Q3 | Projected Furlough Q3 | Actual PP# 20 03/28/14 | Actual PP# 21 04/11/14 | |
|--------------------------------------|------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------|-----------------------------|------------------------------|------------------------------|--|
| | | <i>Insurance</i> | | | | | | | | | | |
| Maher, Michael | 4 | 3,662.79 | 2,711.06 | 2,977.42 | 3,662.79 | 2,975.97 | 3,662.78 | 129.76 | 0.00 | 2,975.97 | 3,662.79 | |
| Hayes-Zorn, Sheryln | 6 | 3,292.57 | 2,604.88 | 2,373.79 | 3,292.57 | 2,373.07 | 3,292.57 | 115.28 | 0.00 | 2,373.07 | 3,292.57 | |
| Englund, Heidi | 8 | 2,877.53 | 2,190.27 | 1,995.67 | 2,682.65 | 2,190.27 | 2,877.53 | 99.11 | 0.00 | 2,190.27 | 2,682.64 | |
| Dandini, Judy | 9 | 2,320.71 | 1,632.34 | 1,632.34 | 2,320.70 | 1,632.34 | 2,320.71 | 77.38 | 0.00 | 1,632.34 | 2,175.49 | |
| Vacant | 13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Brunbaugh, Lee | 15 | 3,802.53 | 3,114.80 | 3,114.81 | 3,802.53 | 3,114.80 | 3,802.53 | 135.10 | 0.00 | 3,114.81 | 3,802.52 | |
| Johnson, Christine | 16 | 2,415.42 | 1,734.36 | 1,734.35 | 2,415.42 | 1,734.36 | 2,345.55 | 81.37 | 0.00 | 1,734.36 | 2,415.42 | |
| Total Position Costs: | | 18,371.55 | 13,987.71 | 13,828.38 | 18,176.66 | 14,020.81 | 18,301.67 | 638.00 | 0.00 | 14,020.82 | 18,031.43 | |
| | | <i>Insurance</i> | | | | | | | | | | |
| Work Prg Authority Salaries | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| GI5000 personnel services | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Salary Adjustment | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Longevity Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Vacancy Saving | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| BOE Terminal Leave Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| BOE Salary Need Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Total CAT 01 Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Pay Period Grand Totals: | | 18,371.55 | 13,987.71 | 13,828.38 | 18,176.66 | 14,020.81 | 18,301.67 | 638.00 | 0.00 | 14,020.82 | 18,031.43 | |
| Year to Date Balance: | | 203,439.55 | 217,427.26 | 231,255.64 | 249,432.30 | 263,453.11 | 281,754.78 | 282,392.78 | 0.00 | 296,413.60 | 314,445.03 | |
| Budget Status Report Balance: | | 203,439.55 | 217,427.26 | 231,255.64 | 249,432.30 | 263,453.11 | 281,754.78 | 282,392.78 | 0.00 | 296,413.60 | 314,445.03 | |
| Difference | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Projected Totals | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

Payroll Report- SFY 2014 BA #2570 NEVADA HISTORICAL SOCIETY

Attachment #2

| Name | Pos. | Actual PP# 22 04/25/14 | Projected PP# 23 05/09/14 | Projected PP# 24 05/23/14 | Projected PP# 25 06/06/14 | Projected Assess Q4 | Projected Furlough Q4 | Projected PP# 26 06/20/14 | Projected Holiday | Projected PP# 01 07/04/14 | Projected PP# 02 07/18/14 |
|--------------------------------------|------|------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------|-----------------------------|---------------------------------|----------------------|---------------------------------|---------------------------------|
| Maker, Michael | 4 | 2,975.97 | 3,662.79 | 2,975.97 | 3,662.79 | 129.76 | (743.76) | 2,975.97 | 0.00 | 2,975.97 | 1,785.58 |
| Hayes-Zorn, Sheryln | 6 | 2,373.07 | 3,292.57 | 2,373.07 | 3,292.57 | 115.28 | (433.92) | 2,373.07 | 0.00 | 2,373.07 | 1,423.84 |
| Englund, Heidi | 8 | 2,190.27 | 2,877.53 | 2,190.27 | 2,877.53 | 99.11 | 0.00 | 2,190.27 | 0.00 | 2,190.27 | 1,314.16 |
| Dandini, Judy | 9 | 1,632.33 | 2,320.71 | 1,632.33 | 2,320.71 | 77.38 | (407.76) | 1,632.33 | 0.00 | 1,632.33 | 979.40 |
| Vacant | 13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Brunbaugh, Lee | 15 | 3,114.81 | 3,802.52 | 3,114.81 | 3,802.52 | 135.10 | (1,037.44) | 3,114.81 | 0.00 | 3,114.81 | 1,868.89 |
| Johnson, Christine | 16 | 1,594.59 | 2,345.55 | 1,594.59 | 2,345.55 | 81.37 | (196.20) | 1,594.59 | 0.00 | 1,594.59 | 956.75 |
| Total Position Costs: | | 13,881.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prg Authority Salaries | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| GIS/000 personnel services | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Salary Adjustment | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Longevity Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Vacancy Saving | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| BOE Terminal Leave Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| BOE Salary Need Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total CAT 01 Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pay Period Grand Totals: | | 13,881.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Year to Date Balance: | | 328,326.07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Budget Status Report Balance: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Difference | | (328,326.07) | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Projected Totals | | 0.00 | 18,301.67 | 13,881.04 | 18,301.67 | 638.00 | (2,819.08) | 13,881.04 | 0.00 | 13,881.04 | 8,328.62 |
| | | | | | | | | | | | 84,394.00 |

Payroll Report- SFY 2014 BA #2870 NEVADA HISTORICAL SOCIETY

| Name | Pos. | Includes Both Actuals & Estimates to End-of-Year* | | | | TOTAL | Difference By Position | |
|--------------------------------------|------|---|--------------------|--------------------|--------------------|------------|------------------------|------------|
| | | 1st Quarter Totals | 2nd Quarter Totals | 3rd Quarter Totals | 4th Quarter Totals | | | |
| Maher, Michael | 4 | 18,075.78 | 19,399.34 | 22,758.54 | 24,063.33 | 84,297.49 | (1,490.49) 50%/50% | |
| Hayes-Zorn, Sheryln | 6 | 16,372.76 | 17,467.84 | 19,717.80 | 20,975.19 | 74,038.59 | (435.59) 50%/50% | |
| Englund, Heidi | 8 | 13,727.00 | 14,906.92 | 17,103.36 | 18,612.05 | 64,349.27 | (1,066.27) 50%/50% | |
| Dandini, Judy | 9 | 10,906.59 | 11,562.50 | 13,568.86 | 13,995.25 | 50,033.20 | (628.20) 50%/50% | |
| Vacant | 13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 45,324.00 100% | |
| Brunbaugh, Lee | 15 | 19,067.41 | 19,940.26 | 24,001.91 | 4,833.35 | 87,842.93 | (1,582.93) 50%/50% | |
| Johnson, Christine | 16 | 11,604.22 | 12,032.38 | 14,195.19 | 14,326.80 | 52,158.59 | (203.59) 50%/50% | |
| Total Position Costs: | | 89,758.76 | 95,309.24 | 111,345.60 | 116,306.47 | 412,720.07 | 39,956.93 | |
| Work Prg Authority Salaries | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 453,577.00 | |
| GH5000 personnel services | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 600.00 | |
| Salary Adjustment | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Work Prg | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Longevity Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Vacancy Saving | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| BOE Terminal Leave Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| BOE Salary Need Granted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Total CAT 01 Authority | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Pay Period Grand Totals: | | 75,984.64 | 109,083.36 | 111,345.60 | 31,912.47 | 412,720.07 | 453,277.00 | |
| Year to Date Balance: | | | | | | | 412,720.07 | 453,277.00 |
| Budget Status Report Balance: | | | | | | | 412,720.07 | 453,277.00 |
| Difference | | | | | | | 412,720.07 | 453,277.00 |

| | | |
|-----------------------------|------------|--------------|
| Projected Cat 01 Total | 412,720.07 | CF/Tourism |
| GL 4663 Tourism Trsf | 206,360.04 | CF/Tourism |
| GL 4665 MDTF | 600.00 | CF/Tourism |
| Total GF Need | 206,360.04 | Private |
| Less Budgeted G/L 2501 | 203,928.00 | CF/Tourism |
| Remaining GF Surplus/(Need) | (2,432.04) | CF/Tourism |
| Budgeted Funding Surplus | 453,277.00 | Private |
| Private | 45,324.00 | Tourism |
| Tourism | (2,430.04) | General Fund |
| General Fund | (2,432.04) | |
| | 40,461.93 | |

DEPARTMENT OF CULTURAL AFFAIRS
 NEVADA HISTORICAL SOCIETY
 POSITION ROSTER BY FUNDING SOURCE
 B/A 2870

Attachment #4
 Before WP# 14SA2870

FY 2014

| PC # | Position Description | Expenditures | | | | Revenues | | | | Total Request |
|------|-----------------------------|--------------|----------|-----------|---------------|--------------------------------|-----------------------------|-----------------------------------|---------------|---------------|
| | | Salary | Benefits | Longevity | Total Request | Gen. Fund Appropriation # 2501 | Transfer From Tourism #4663 | Museum Ded. Trust Transfer # 4665 | Total Request | |
| 001 | Museum Director 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 004 | Librarian 3 | 62,345 | 20,502 | 0 | 82,847 | 41,424 | 41,424 | 0 | 82,847 | 82,847 |
| 006 | Curator 3 | 54,560 | 19,043 | 0 | 73,603 | 36,802 | 36,802 | 0 | 73,603 | 73,603 |
| 008 | Library Technician 1 | 45,869 | 17,414 | 0 | 63,283 | 31,642 | 31,642 | 0 | 63,283 | 63,283 |
| 009 | Admin Assistant 3 | 34,180 | 15,225 | 0 | 49,405 | 24,703 | 24,703 | 0 | 49,405 | 49,405 |
| 013 | Admin Assistant 3 (100% PF) | 27,893 | 17,431 | 0 | 45,324 | 0 | 0 | 45,324 | 45,324 | 45,324 |
| 015 | Curator 3 | 65,222 | 21,038 | 0 | 86,260 | 43,130 | 43,130 | 0 | 86,260 | 86,260 |
| 016 | Curator 1 | 32,884 | 19,071 | 0 | 51,955 | 25,978 | 25,978 | 0 | 51,955 | 51,955 |
| 5320 | Hold Harmless | 600 | 0 | 0 | 600 | 273 | 273 | 55 | 600 | 600 |
| 5929 | Suspend Longevity | 0 | 0 | -2,050 | -2,050 | -1,025 | -1,025 | 0 | -2,050 | -2,050 |
| 5930 | Longevity | 0 | 0 | 2,050 | 2,050 | 1,025 | 1,025 | 0 | 2,050 | 2,050 |
| | Funding Adjustment | | | | | -21 | -20 | 41 | | |
| | Total | 323,553 | 129,724 | 0 | 453,277 | 203,928 | 203,930 | 45,420 | 453,277 | 453,277 |

DEPARTMENT OF CULTURAL AFFAIRS
 NEVADA HISTORICAL SOCIETY
 POSITION ROSTER BY FUNDING SOURCE
 B/A 2870

After WP# 14SA2870

FY 2014

| PC # | Position Description | Expenditures | | | | Revenues | | | | | | Total Request | |
|------|-----------------------------|--------------|----------|-----------|---------------|--------------------------------|-----------------------------|-----------------------------------|----------------------------|------------------------|---------------|---------------|---|
| | | Salary | Benefits | Longevity | Total Request | Gen. Fund Appropriation # 2501 | Transfer From Tourism #4663 | Museum Ded. Trust Transfer # 4665 | GF Salary Adjustment #4601 | Tourism Transfer #4663 | Total Request | | |
| 001 | Museum Director 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 004 | Librarian 3 | 62,345 | 20,502 | 0 | 82,847 | 41,424 | 41,424 | 0 | 725 | 726 | 84,298 | | |
| 006 | Curator 3 | 54,560 | 19,043 | 0 | 73,603 | 36,802 | 36,802 | 0 | 218 | 218 | 74,039 | | |
| 008 | Library Technician 1 | 45,869 | 17,414 | 0 | 63,283 | 31,642 | 31,642 | 0 | 533 | 533 | 64,349 | | |
| 009 | Admin Assistant 3 | 34,180 | 15,225 | 0 | 49,405 | 24,703 | 24,703 | 0 | 314 | 314 | 50,033 | | |
| 013 | Admin Assistant 3 (100% PF) | 27,893 | 17,431 | 0 | 45,324 | 0 | 0 | 45,324 | 791 | 792 | 45,324 | | |
| 015 | Curator 3 | 65,222 | 21,038 | 0 | 86,260 | 43,130 | 43,130 | 0 | 102 | 102 | 87,843 | | |
| 016 | Curator 1 | 32,884 | 19,071 | 0 | 51,955 | 25,978 | 25,978 | 0 | 102 | 102 | 52,159 | | |
| 5320 | Hold Harmless | 600 | 0 | 0 | 600 | 273 | 273 | 55 | -252 | -253 | 95 | | |
| 5929 | Suspend Longevity | 0 | 0 | -2,050 | -2,050 | -1,025 | -1,025 | 0 | 0 | 0 | -2,050 | | |
| 5930 | Longevity | 0 | 0 | 2,050 | 2,050 | 1,025 | 1,025 | 0 | 0 | 0 | 2,050 | | |
| | Funding Adjustment | | | | | -21 | -20 | 41 | | | | | |
| | Contingency | | | | | | | | 100 | 100 | | | |
| | Total | 323,553 | 129,724 | 0 | 453,277 | 203,928 | 203,930 | 45,420 | 2,531 | 2,532 | 458,140 | | |
| | | | | | 453,277 | | | | | | 453,277 | | |

GENERAL FUND SALARY ADJUSTMENT
FISCAL YEARS 2014 AND 2015

| Div | Division Description | Budget Account Description | Fiscal Year 2014 | Fiscal Year 2015 |
|-----|---|---|------------------|------------------|
| 010 | GOVERNOR'S OFFICE | 1000 OFFICE OF THE GOVERNOR | 24,561 | 24,007 |
| 010 | GOVERNOR'S OFFICE | 1001 GOVERNOR'S MANSION MAINTENANCE | 2,343 | 2,288 |
| 012 | NUCLEAR PROJECTS OFFICE | 1005 GOVERNOR'S OFFICE HIGH LEVEL NUCLEAR WASTE | 7,790 | 7,612 |
| 020 | LEUTENANT GOVERNOR'S OFFICE | 1020 LEUTENANT GOVERNOR | 5,235 | 5,090 |
| 030 | ATTORNEY GENERAL'S OFFICE | 1002 AG - EXTRADITION COORDINATOR | 1,864 | 1,828 |
| 030 | ATTORNEY GENERAL'S OFFICE | 1030 AG - ADMINISTRATIVE FUND | 199,494 | 196,329 |
| 030 | ATTORNEY GENERAL'S OFFICE | 1036 AG - CRIME PREVENTION | 4,602 | 4,587 |
| 030 | ATTORNEY GENERAL'S OFFICE | 1038 AG - CONSUMER ADVOCATE | 21,033 | 20,810 |
| 040 | SECRETARY OF STATE'S OFFICE | 1050 SOS - SECRETARY OF STATE | 139,690 | 139,547 |
| 040 | SECRETARY OF STATE'S OFFICE | 1058 SOS - STATE BUSINESS PORTAL | 6,909 | 6,955 |
| 050 | TREASURER - TREASURER'S OFFICE | 1080 TREASURER - STATE TREASURER | 16,777 | 16,613 |
| 060 | CONTROLLER'S OFFICE | 1130 CONTROLLER - CONTROLLER'S OFFICE | 56,356 | 56,033 |
| 080 | ADMIN - DIRECTOR'S OFFICE | 1340 ADMINISTRATION - BUDGET AND PLANNING | 47,920 | 47,187 |
| 081 | ADMIN - INTERNAL AUDITS DIVISION | 1342 ADMINISTRATION - DIVISION OF INTERNAL AUDITS | 19,745 | 19,624 |
| 082 | ADMIN - STATE PUBLIC WORKS DIVISION | 1560 ADMINISTRATION - SPWD - FACILITY COND & ANALYSIS | 3,364 | 3,322 |
| 332 | ADMIN - NEVADA STATE LIBRARY AND ARCHIVES | 1052 ADMINISTRATION - NSLA - ARCHIVES AND RECORDS | 14,434 | 14,390 |
| 332 | ADMIN - NEVADA STATE LIBRARY AND ARCHIVES | 2891 ADMINISTRATION - NSLA - NEVADA STATE LIBRARY | 17,755 | 17,656 |
| 090 | JUDICIAL BRANCH | 1484 JUDICIAL PROGRAMS AND SERVICES DIVISION | 13,392 | 13,441 |
| 090 | JUDICIAL BRANCH | 1494 SUPREME COURT | 150,173 | 147,402 |
| 090 | JUDICIAL BRANCH | 1496 SENIOR JUSTICE & SENIOR JUDGE PROGRAM | 480 | 493 |
| 090 | JUDICIAL BRANCH | 2889 LAW LIBRARY | 8,630 | 8,567 |
| 101 | DTCA - COMMISSION ON TOURISM | 2600 TOURISM - INDIAN COMMISSION | 1,752 | 1,723 |
| 102 | GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT | 1526 GOED - GOVERNOR'S OFFICE OF ECONOMIC DEV | 45,552 | 44,542 |
| 102 | GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT | 1528 GOED - RURAL COMMUNITY DEVELOPMENT | 6,274 | 6,094 |
| 102 | GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT | 4867 GOED - PROCUREMENT OUTREACH PROGRAM | 7,811 | 7,580 |
| 130 | DEPARTMENT OF TAXATION | 2361 DEPARTMENT OF TAXATION | 343,920 | 344,172 |
| 150 | COMMISSION ON ETHICS | 1343 COMMISSION ON ETHICS | 2,555 | 2,489 |
| 220 | JUDICIAL DISCIPLINE COMMISSION | 1497 JUDICIAL DISCIPLINE | 5,867 | 5,723 |
| 240 | OFFICE OF VETERANS SERVICES | 2560 NCVA - COMMISSIONER FOR VETERANS' AFFAIRS | 18,982 | 18,788 |
| 300 | NDE - DEPARTMENT OF EDUCATION | 2673 NDE - EDUCATION STATE PROGRAMS | 33,040 | 32,832 |
| 300 | NDE - DEPARTMENT OF EDUCATION | 2697 NDE - PROFICIENCY TESTING | 12,625 | 12,603 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | 1350 TOURISM - MUSEUMS & HIST - LOST CITY MUSEUM | 2,237 | 2,273 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | 2870 TOURISM - MUSEUMS & HIST-NEVADA HISTORICAL SOCIETY | 2,822 | 2,939 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | 2940 TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, CC | 7,706 | 7,632 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | 2941 TOURISM - MUSEUMS & HISTORY | 2,719 | 2,693 |
| 331 | DTCA - MUSEUMS AND HISTORY DIVISION | 2943 TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, LV | 6,882 | 6,882 |

Brian Sandoval
Governor



Julia Teska
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: April 7, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Brenda Berry, Budget Analyst *BB*
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 PUBLIC AND BEHAVIORAL HEALTH**

Agenda Item Write-up:

The Division of Public and Behavioral Health is requesting Board of Examiner approval for amendments made to their Supported Living Arrangement (SLA) provider agreement template. These changes will formalize the process for standardization, monitoring, oversight and accountability of the SLA residential provider service delivery system.

Additional Information:

The amendment specifically reflects the requirement for contracted providers to comply with the Mental Health Supported Living Services Standards of Services Provisions and division/agency scheduled and unscheduled visits specific to the SLA Standards of Service Provision. Other ancillary changes include clarity to unlawful discrimination, added language to include exploitation and correction to an incorrectly cited NRS.

Statutory Authority:

REVIEWED: *JB*
ACTION ITEM: _____

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**

4150 Technology Way, Suite 300

Carson City, Nevada 89706

Telephone: (775) 684-4200 · Fax: (775) 684-4211

April 1, 2014

MEMORANDUM

TO: Nevada Board of Examiners

THROUGH: Jeff Mohlenkamp, Director
Department of Administration

THROUGH: Mike Willden, Director
Department of Health and Human Services

FROM: Richard Whitley, Administrator
Division of Public and Behavioral Health

**SUBJECT: REQUEST FOR BOE ACTION ITEM – APPROVAL OF MODIFICATION TO A
STATE CONTRACT FORM**

DPBH has established a statewide standardized practice of service delivery, monitoring and oversight for individuals receiving residential services through the Supported Living Arrangement program. The agreement has been amended to specifically reflect the requirement for the contracted providers to comply with the “Mental Health Supported Living Services Standards of Service Provision” and scheduled and unscheduled visits specific to the SLA Standards of Service Provision.

Additional changes to the agreement include:
Section C10 - Clarity to protected classes;
Section G – Added language to include “exploitation”; and
Section I - Previously cited an incorrect NRS.

The benefits of these changes include a formalized process for standardization, monitoring, oversight and accountability of the SLA residential provider service delivery system.

Currently there are no NRS, NAC or SAM requirements specific to the oversight and expectations of the Mental Health SLA residential providers.

Attached is a copy of the proposed amendment to the current Supported Living Arrangement (SLA) agreement form used by the Division of Public and Behavioral Health (DPBH). All proposed changes are indicated in red.

I respectfully request your consideration to place this on the next Board of Examiners agenda for discussion and approval.

If you have any questions, please contact Lisa Sherych at (775) 684 - 5947 or via email at lsherych@health.nv.gov.

Attachment: ATTACHMENT A for Supported Living Arrangements

ATTACHMENT A for Supported Living Arrangements
CONDITIONS OF Agreement
This Agreement is authorized by NRS 433.354

NOTE: Back of SLA contract, modified for
readability.-Approved BOE 1-18-2007, updated
5/14/09

A. The Person Agrees to:

1. Do my part of the support plan. This means using the support and teaching. If I am unhappy, I will contact my service coordinator or call the appropriate agency listed on the front to use the grievance process. If I am still unhappy, I can also call the Nevada Disability Advocacy and Law Center at 1-800-992-5715 and ask them to help me.
2. Let the support staff and state staff such as my service coordinator visit my home. Their visits will check on my health and safety, see that I am getting the services I should from my support plan, and see if I am satisfied with the support services.
3. I will pay the amounts in this Agreement for my personal expenses. If I have a representative payee that is taking care of my money, they may use it as written in this plan. If my income changes, I move or change housemates, I will notify my service coordinator.
4. I agree that if I receive any retroactive benefits from Social Security, or increases in any resources, my serving State agency will use these amounts to offset current and previous SLA room and board expenses.

B. The State Agency Agrees to:

1. Provide a service coordinator for the individual.
2. Work with the Provider and the person to develop a support plan, and give a copy of that support plan to the person and the Provider.
3. Allow the individual to obtain a percentage of work earnings as identified in the Supported Living Agreement (SLA)
4. Supplement other income on behalf of the individual if needed for Room and Board as specified in the SLA.
5. Provide for other enumerated expenses related to carrying out the provisions of the Agreement as identified in writing on the face of this Agreement, if prior approval of the state agency director is secured before such expenses are incurred.
6. After the original SLA Agreement is signed by all parties, changes can occur in state funded specialized services resulting in an increase in the contract amount of up to \$500.00 per month. These changes do not require new signatures, but may be authorized by the person's service coordinator, and approved by an administrator.
7. If new rates are approved by the legislature, Division, or Medicaid, that would affect this agreement, the approved rates will be paid under the current contract based on the effective date of the changed rate. The new rates will be included in future contracts.

C. The Provider Agrees to:

1. Provide trained support staff to provide supports as specified in the Individual Support Plan (ISP). Support staff will follow the Division of Public and Behavioral Health (DPBH) rules concerning denials of rights and the reporting of abuse and/or neglect. This includes reporting to the division and the state agency.
 2. Provide notification to the state agency of any use of restrictive interventions used with individuals and comply with the rules and regulations regarding restrictive interventions as stipulated in state law and DPBH policy.
 3. Provide to the state agency a report of any instance of fraud or abuse within 24 hours.
 4. Provide to the state agency a quarterly written summary of the person's response to supports as specified in the ISP. Submit a monthly statement of supports provided for compensation under this Agreement including documentation of expenditures as required by the agency.
 5. Monitor and/or use the individual's earnings for the individual's personal needs, food, transportation and recreation as indicated on the SLA Agreement and assist the individual in meeting all his or her financial obligations incurred under this Agreement.
 6. Take all steps necessary to maintain eligibility for third party benefits. Failure to do this will result in the state agency deducting the amount of the person's loss of benefits from the state agency's reimbursement to the Provider.
 7. Prepare a monthly accounting of the individual's funds and have it available for the person and/or agency service coordinator's inspection. This monthly accounting shall include beginning balances, receipts, disbursements and ending balances.
 8. Provide receipts for any and all one-time expenditures. Provider will maintain a file of receipts for all purchases made as a representative payee on behalf of a person. Individuals are entitled. Individuals are entitled to keep personal property purchased with their personal money during the period of the Agreement.
 9. Provider will maintain the health information of the person served. Provide trained staff that is knowledgeable of state and federal law and Division Policies and Procedures regarding maintaining the privacy of protected health information and that will maintain the individual health information as required.
 10. Refrain from unlawful discrimination on the basis of race, color, national origin, creed, political or religious affiliation, sex, age, gender or disability in carrying out the performance of the services named in this Agreement.
 11. Provider agrees to meet Division requirements and to participate fully and actively in Division required performance improvement and accreditation activities. This includes reporting fiscal and non fiscal programs and individual information and data, compliance with corrective action plans issued as part of DPBH authorized performance improvement activities and any related programs.
 12. Indemnify and save and hold the Division, its agents and employees, harmless from any and all claims, causes of action or liability arising from the performance of this Agreement by the Provider or Provider's employees or agents.
- D.** The supervision of this Agreement is the responsibility of the agency Director or his/her designee. This Agreement will be reviewed as needed but at least annually.
- E.** The use and/or disclosure of any part of any information concerning the individual for any purpose not directly connected with the administration of the responsibilities of the Division, state agency or the Provider with respect to purchased services hereunder is prohibited except on written consent of the individual, his attorney or his legal representative.
- F.** This Agreement may be terminated for any reason upon prior written notice by any party to the others. In the event of termination for any reason, the Provider agrees any and all data, information, recommendations, materials and reports collected or prepared by them, pertaining to the services provided pursuant to this Agreement will be turned over to the State Agency. In the event of termination, the Provider will be paid only for actual services rendered from the time of notification until the person is moved.
- G.** This Agreement may be terminated at any time for cause, which may include abuse, neglect or exploitation by the Provider of any Division or state agency individual. At the discretion of the state agency, in lieu of termination, payment may be suspended until an investigation of the allegations is conducted. At the completion of the investigation, if no abuse, neglect or exploitation is substantiated, the Provider will be compensated for services rendered up to the time of the report of abuse, neglect or exploitation.
- H.** Neither the state agency nor the Division is liable for any debts or Agreement obligations incurred by the Provider in securing or maintaining residences to serve as individualized supported living arrangements pursuant to the terms of this Agreement.
- I.** The Provider and its employees and agents are not employees of the agency or the Division, and are not in either the classified or the unclassified service of the State of Nevada. They have none of the rights or privileges of officers or employees of the State, and the State deducts no taxes, insurance or other coverage for them from the payments it makes to the Provider. The Provider will carry Worker's Compensation insurance on all persons employed by the Provider who provide services to individuals; on all persons providing special services; and will furnish the state agency with a certificate of compliance as required by State Administrative Manual 03209 and NRS 616A to 616D inclusive.
- J.** This Agreement and its integrated attachment(s) constitute the entire Agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- K.** Providers who serve Medicaid recipients agree to comply with all Medicaid requirements and Medicaid waiver policies.
- L.** The Agreement has been approved by the Office of the Attorney General and a sample copy is on file with the Research and Fiscal Analysis Division of the Legislative Counsel Bureau and the Clerk of the State Board of Examiners.
- M.** Providers agree to comply with any Division or Agency Policies and the Mental Health Supported Living Services Standards of Service Provision
- N.** Providers agree to comply with any division or agency scheduled or unscheduled visits by the assigned Service Coordinator or quality assurance reviews specific to the Supported Living

Standards of Service Provision

MY SIGNATURE MEANS THAT I AGREE TO ALL CONDITIONS OF THIS AGREEMENT.

Signature of Provider

Date

Signature of Individual

Date

Brenda L. Berry

From: Julie A. Slabaugh <JSlabaugh@ag.nv.gov>
Sent: Monday, March 24, 2014 12:33 PM
To: Lisa Sherych
Subject: RE: SLA Contract Agreement Language - updated to reflect SLA Standards of Service Provision

I'm fine with it.

Julie A. Slabaugh
Senior Deputy Attorney General
Office of the Attorney General
Division of Health and Human Services
100 N. Carson St.
Carson City, NV 89701
(775) 684-1131 office
(775) 684-1145 fax
jslabaugh@ag.nv.gov

From: Lisa Sherych [<mailto:lsherych@health.nv.gov>]
Sent: Monday, March 24, 2014 12:06 PM
To: Linda C. Anderson
Cc: Susanne M. Sliwa; Julie A. Slabaugh
Subject: SLA Contract Agreement Language - updated to reflect SLA Standards of Service Provision

Hello everyone

Attached is the updated SLA agreement that will now reflect the standards of service provision. I did find a few other areas that needed some refinement (all changes made in RED). Please let me know if you are ok with the language. Once approved, I will ensure required steps are taken to have this agreement submitted to BOE for approval before final implementation. Thanks!

Lisa Sherych
Behavioral Health Performance Improvement
Nevada Division of Public and Behavioral Health
4150 Technology Way #300
Carson City NV 89706
Office: (775) 684-5947
Mobile: (775) 315-8079
Email: lsherych@health.nv.gov

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From: Linda C. Anderson [<mailto:LAnderson@ag.nv.gov>]
Sent: Wednesday, July 24, 2013 1:19 PM
To: Lisa Sherych
Cc: Susanne M. Sliwa; Julie A. Slabaugh
Subject: RE: Policy and Standards of Service Provision Development Question

I am include Susanne and Julie on this summary of our conversation today. I agreed that no oversight process exists in the statutes or regulations for these types of facilities. I suggested that you can use the terms in the existing agreements that require the providers to meet the requirements of the Division as the enforcement mechanism rather than developing a certification process through NRS or NAC at this time. If we develop more formalized standards, these standards could be incorporated into the agreement as an attachment and give better notice to every one of the expectations. In the future, the Division may still want to create a regulatory process but this would strengthen oversight in the interim.

We look forward to reviewing the standards that you develop. Take care.

From: Lisa Sherych [<mailto:lsherych@health.nv.gov>]
Sent: Tuesday, July 23, 2013 12:02 PM
To: Linda C. Anderson
Subject: Policy and Standards of Service Provision Development Question

Hi Linda

I currently work out of the central office (DPBH) conducting performance improvement activities and have been assigned the responsibility to standardize the Mental Health Supported Living Arrangement Residential Division Policy and Procedure Manual and for the P&P to be more aligned with the requirements that are outlined for the Developmental Services SLA residential standards of provision and certification process (which was written into law several years ago). The DS side initially started out with a policy and then developed correlating standards and eventually did a bill draft which was approved. My goal is to start with the development of formal standards and correlating policy.

Before I get too far along with this assignment, I wanted to verify if there are any parameters on what can be included in a division level policy and with developing correlating service provision standards in general and specifically that is geared for contracted providers to follow – to include whether policy and standards are enough to evoke compliance with outlined service provision expectations. Based on SNAMHS and NNAMHS agency policies/procedures – the agencies have already been implementing many of the 2007 Developmental Services standards of service provision and certification process to a certain degree and reportedly there has been no disputes/concerns brought forth by the providers.

Additionally, there is no NRS/NAC found specific to Mental Health Residential services and the only other NRS found is very vague and says “433.314 Duties. The Commission shall: 1. Establish policies to ensure adequate development and administration of services for persons with mental illness, mental retardation or co-occurring disorders and persons with related conditions, including services to prevent mental illness, mental retardation and co-occurring disorders and related conditions, and services provided without admission to a facility or institution; 2. Set policies for the care and treatment of persons with mental illness, mental retardation or co-occurring disorders and persons with related conditions provided by all state agencies”.

I have attached a copy of the current Division level policy and DS standards of service provision for your reference. Any assistance/guidance is much appreciated. Thanks so much.

Lisa Sherych
Behavioral Health Performance Improvement

Nevada Division of Public and Behavioral Health
4150 Technology Way #300
Carson City NV 89706
Office: (775) 684-5947
Mobile: (775) 315-8079
Email: lsherych@health.nv.gov

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This e-mail might contain personal opinions and statements that may not reflect official State of Nevada policy or official DPBH policy.

Brian Sandoval
Governor



Julia Teska
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: April 7, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Liz O'Brien, Budget Analyst IV *Lo*
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 OF 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 a Provider Agreement template contract for services of independent contractor for the following:

1. Specialized Foster Care services

Additional Information:

DCFS providers would access the Provider Agreement Contract 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: *MT*
ACTION ITEM: _____



**DEPARTMENT OF HEALTH and HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES**

**4126 Technology Way, 3rd Floor
Carson City, Nevada 89706
(775) 684-4400 Phone**



TO: Jeff Mohlenkamp, Director, Administration
THROUGH: Mike Willden, Director, DHHS
THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office
FROM: Amber Howell, Administrator, DCFS
DATE: February 21, 2014
SUBJECT: Requested Action Item for May 13, 2014, BOE Meeting

The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contract for Services of Independent Contractor. This contract would be used to enlist the services of providers of specialized mental health services and assessments for children and families.

The provider agreement contract would be used for the following services.

- Specialized Foster Care

Providers would be able to access the Provider Agreement Contract 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.

The Attorney General's Office has reviewed and approved this provider agreement contract as to form.

RECEIVED

MAR 05 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

**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: SPECIALIZED FOSTER CARE PROVIDER APPLICATION AND SCOPE OF WORK;
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;
- ATTACHMENT DD: RATE SCHEDULE;

3

ATTACHMENT EE: FISCAL PROCEDURES; and
ATTACHMENT FF: 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 DD. 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.

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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 sub-contractors, 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.

**ATTACHMENT AA
Specialized Foster Care
Provider Application and Scope of Work
for Specialized Foster Care Agency**

Services are to be provided upon referral by the Division of Child and Family Services (DCFS) and based upon sole discretion by DCFS for such referrals. DCFS does not guarantee provider will receive any referrals. DCFS reserves the right to withdraw youth from a Specialized Foster Care placement at any time.

Nevada Medicaid Enrollment

DCFS requires all Specialized Foster Care Agencies to be enrolled with Nevada Medicaid as a behavioral health provider type 14 or 82. Provider agencies must be qualified to provide the required Basic Skills Training, which will be reimbursed through Nevada Medicaid. Please provide your Medicaid Billing information below. If you have not enrolled with Nevada Medicaid, you must complete Nevada Medicaid enrollment before continuing this packet.

| Provider Type: 14 | | Provider Type: 82 | |
|----------------------|--|----------------------|--|
| NPI #: | | NPI #: | |
| Medicaid Provider #: | | Medicaid Provider #: | |
| Effective Date: | | Effective Date: | |

Foster Home Licensure

| | Attached |
|--|----------|
| DCFS requires current Foster Home licensure issued by a Nevada Child Welfare Agency for individual foster homes. If you do not have a current license, you must obtain proper licensure before continuing this packet. | |

Application Packet Attachment Checklist

| Attachment Label: | Content: | Attached |
|------------------------------------|---|----------|
| Section I of Application: | | |
| Attachment Section I-3 (p.4) | Resumes of each "owner, corporate officer, and/or members of the Board of Directors or governing body." | |
| Attachment Section I-5 (p.5) | Current Organization Chart which shows lines of administrative authority. | |
| Attachment Section I-6 (p.5) | Bylaws which include qualifications of governing body members and articles of incorporation. | |
| Attachment Section I-7 (p.5) | Current State of Nevada Business License. | |
| Attachment Section I-9 (p.6) | Deed(s) or Property tax bill of the agency office address. (if applicable) | |
| Attachment Section I-10 (p.6) | Lease or rental agreement and landlord approval (if applicable) | |
| Attachment Section I-13 (p.6) | Financial Business Plan and report from an independent auditor of the complete financial information for the foster agency for the immediately preceding fiscal year. | |
| Attachment Section I-15 (p. 8) | Job Descriptions | |
| Section III of Application: | | |

| | | |
|--|---|--|
| Attachment Section III-5 (p.12) | Agency Treatment Plan Template | |
| Attachment Section III-6 (p.12) | Agency Crisis Plan Template (which identifies methods to prevent the child/youth from engaging in harmful behaviors or activities). | |
| Section IV of Application: | | |
| Attachment Section IV-4 (p.13) | Agency Disaster Plan | |
| Section V of Application: | | |
| Attachment V-7 (p.15) | Pre-Service Training Curricula | |
| Section VII of Application: | | |
| Attachment P (p.18) | Placement Contract | |
| Section IX of Application: | | |
| Attachment Section IX-1 (p.24) | Agency Policy and Procedure as to how relevant statutes and administrative codes will be reviewed, trained on, and operationalized including the training curriculum. | |
| Section X of Application (Policy and Practice Standards for A-Z below): | | |
| A (p.26) | Admission and Discharge | |
| B (p.27) | Service and Treatment Philosophy and Treatment Model | |
| C (p.28) | Behavior Management | |
| D (p.29) | Case Management | |
| E (p.30) | Child and Family Team | |
| F (p.34) | Child-Family Contact and Relationships | |
| G (p.35) | Continuous Quality Improvement | |
| H (p.37) | Crisis Triage | |
| I (p.38) | Cultural Competence | |
| J (p.39) | Discipline | |
| K (p.41) | Dispute Resolution | |
| L (p.42) | Incident Reporting | |
| M (p.44) | Mandatory Reporting | |
| N (p.45) | Medication Administration and Monitoring | |
| O (p.47) | Permanency Planning | |
| P (p.48) | Placement Contracts | |
| Q (p.52) | Privacy and Confidentiality | |
| R (p.55) | Restraint and Manual Guidance | |
| S (p.57) | Rights of Child in Foster Home | |
| T (p.60) | Sharing Information and Documentation | |
| U (p.61) | Structured Therapeutic Environment | |
| V (p.62) | Suicide Awareness and Prevention | |
| W (p.63) | Transportation | |
| X (p.64) | Trauma-Focused Care | |
| Y (p.69) | Treatment Planning | |
| Z (p.71) | Well-Being | |

Specialized Foster Care
Division of Child and Family Services
Provider Application Packet

Purpose: The purpose of this Provider Application Packet is to approve Foster Care Agencies who wish to provide specialized foster care services through Specialized Foster Homes or Group Foster Homes (Specialized Foster Care Agencies). Treatment services are for youth in need of an integrated constellation of services with key interventions and supports provided by treatment foster parents or agency staff who are trained, supervised and supported by qualified program staff. Children who qualify for residence in treatment homes have received a comprehensive assessment which includes a psychiatric (DSM) diagnosis which can include any number of severely emotionally disturbed (SED) behaviors. In addition, it has been determined that these children's needs could not be met in regular family foster care. This packet is for agencies wishing to provide services to youth in DCFS Custody and Parental Custody youth. This packet contains information for agencies interested in providing care in the following categories:

Foster Care Agency: A Foster Care Agency means a business entity that recruits and enters into contracts with foster homes to assist an agency which provides child welfare services and juvenile courts in the placement of children in foster homes.

Specialized Foster Home: A Specialized Foster Home is the preferred type of home for children with SED which provides full-time care and services for one to six children who require special care for physical, mental or emotional issues. This type of foster home must have the primary caregivers living in the home as full time residents. A Specialized Foster Home will typically start at 2 beds. The increase in the number of beds licensed will depend on the caregivers experience, training and demonstrated abilities. The Foster Care Agency must have qualified staff and infrastructure to recruit, train, support and supervise these homes.

Group Foster Home: A Group Foster Home is a foster home which provides full-time care and services for 7 to 15 children. Group Foster Home applicants for Specialized Foster Care provide full-time care and services for 7 to 15 children who require special care for physical, mental or emotional issues. This type of home is operated by qualified staff that has a rotating schedule. This type of home can be licensed for up to 15 youth depending on the capacity of the facility and the agency's ability to staff according to licensing requirements.

Specialized and Group Foster Homes are typically under a Foster Care Agency. These agencies are profit or non-profit corporations that provide treatment level services and support for children with SED.

Specialized Foster Homes and Group Foster Homes provide full-time care and services for children who are:

- 1) Under 18 years of age or who remain under the jurisdiction of a court;
- 2) Not related within the first degree of consanguinity or affinity to the person or persons maintaining the home; and
- 3) Received, cared for and maintained, for compensation or otherwise, including the provision of free care.

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| Y. Policy and Practice Standards for Treatment Planning | 69 |
| Z. Policy and Practice Standards for Well-Being | 71 |

Section I Administrative

Instructions: It is important to fully outline your current program capacity to meet the needs of children your organization is designed to address. Please provide a full and clear description of agency resources that are capable to meet the needs of the children currently, and those resources your organization will have in the near future. Please ensure that each section is addressed and that they are clearly marked, using the same lettering/numbering to reflect the lettering/numbering in this application. The most common reason for returned applications is incomplete responses in this section.

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| Provide the following: | | | | |
| 1. | Agency Name (as filed with Secretary of State) | | | |
| | Agency Address | | | |
| | Name of Agency Director | | | |
| | Agency Telephone Numbers: Office: _____ Second Office: _____ Cell: _____ | | | |
| | Type of Provider: <input type="checkbox"/> Family-based <input type="checkbox"/> Group | | | |
| 2. | Type of business structure, i.e. sole proprietorship, corporation, non-profit, etc.: | | | |
| 3. | Names, addresses (business and residence), and telephone numbers of all owners, corporate officers and/or members of the Board of Directors or governing body. Use another piece of paper if necessary. Please attach the resume of each member as Attachment Section I-3. | | | |
| | Name | Business and residence addresses | Business and residence phone number | Membership Position |
| | | | | |
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| Name | Business and residence addresses | Business and residence phone number | Membership Position |
|---|----------------------------------|-------------------------------------|---------------------|
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| 4. Names and positions of any paid staff that are board members or related to board members, if applicable. | | | |
| Name | | Position | |
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| 5. A current organizational chart which shows lines of administrative authority. Please attach as Attachment Section I-5. | | | |
| 6. Copies of bylaws which include qualifications of governing body members and articles of incorporation, if applicable. Please attach as Attachment Section I-6. | | | |
| 7. A copy of a current State of Nevada business license. Please attach as Attachment Section I-7. | | | |
| 8. Name(s) and address(es) of the property owner(s) for the central office and sub offices. | | | |
| Name | | Address | |
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| 9. | A copy of the Deed(s) or Property Tax bill of the agency office address as proof of property ownership. Please attach as Attachment Section I-9. |
| 10. | If property is leased or rented, provide a copy of the lease or rental agreement and landlord approval. Please attach as Attachment Section I-10. |
| 11. | <p>A statement concerning staffing pattern (NAC 424.250). Group Foster Homes complete Staff Work Schedule—page 7 of this application.</p> <p>For Specialized Foster Homes, discuss how you will ensure minimum staffing pattern is met, for example: when one parent takes a child to an appointment, when a parent becomes ill, when children are placed in respite care, etc.</p> |
| 12. | Job Descriptions for each classification to be used by the agency. Use page 8 of this application for each job description. |
| 13. | Attach a copy of the financial business plan and a report from an independent auditor of the complete financial information for the foster care agency for the immediately preceding fiscal year as Attachment I-13. |

Staff Work Schedule - Section I-14

Instructions: Complete the information below for each administrative office for Specialized Foster Care Agencies and/or Group Foster Home. Include provisions for 24-hour emergency services to include:

- 1. A schedule for when the Director of the agency will be present and available on site, provisions for supervision and compliance when Director is absent, as well as when/how the Director will be available when away from the agency; and**
- 2. A schedule for the licensed clinical Mental Health professional that will be responsible for the clinical oversight of the program.**

Administrative Office Address:

Group Home Address:

| NAME | CLASSIFICATION | Specify Days and Hours on Duty | | |
|------|----------------|--------------------------------|----|------|
| | | Days | To | From |
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Job Description - Section I-15

Provide Job Descriptions for each classification to be used by the agency, including the Director, caseworker, and clinical/treatment staff. For each job description include:

Job Classification:

Duties and responsibilities:

Minimum qualifications (Please attach resumes for the director, program supervisors and caseworkers as Attachment I-15):

Special skills needed to perform the job:

Lines of supervision:

Section II
Agency Description

Outline the history, purpose, methods, and services, of the agency. Include an overview of the agency's services and programs.

1. Outline the agency's history.

2. Describe the agency's philosophy, goals and objectives (including the purpose and motivation for providing specialized foster care).

3. Describe the agency's admission policy and intake procedures. Include reasons that the program might decline referrals based on the mission, capacity, service contract/limitations or specialized population. Also, describe how the agency will:

1. Notify the licensing authority before authorizing a placement for a child not under the jurisdiction of the licensing authority or juvenile court.
2. Seek approval of the licensing authority before placing a child from another state to in order to determine the provisions of the Interstate Compact on the Placement of Children.
3. Give priority to the child welfare agency or juvenile court in assisting with the placement of a child.

4. What population is the program designed to service including age, gender, and specialized population.

5. How will children be assessed according to Medicaid State Manual Chapter 400 assessment process?

Section III
Treatment Philosophy and Approach

| | |
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| 1. | Describe the agency's treatment philosophy. (See Section B Policy and Practice Standards for Service and Treatment Philosophy and Treatment Model). |
| 2. | Describe the services the agency will provide (behavioral, clinical and rehabilitative). |

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| 3. | Describe a typical target period by which a child is expected to complete the program. |
| 4. | Describe the treatment planning process used by the agency. |
| 5. | Include a template of the agency's treatment plan. Please attach as Attachment Section III-5. |
| 6. | Include a template of the agency's crisis plan document, which identifies methods to prevent the child/youth from engaging in harmful behavior or activities, as Attachment III-6. |

Section IV
Facility – Disaster Plan

| Describe the agency's plan for responding to disasters, i.e., floods, fires, etc: | |
|--|---|
| 1. | Protocol for notifying the child's legal custodian of the child's whereabouts and condition. |
| 2. | Communications protocol among agency staff and local fire, law enforcement, civil defense and other disaster authorities. |
| 3. | Training for agency staff and licensed foster parents in their duties and responsibilities under the disaster plan. |
| 4. | Include a copy of the Agency's disaster plan. Please attach as Attachment Section IV-4. |

Section V
Selection, Qualification, and Pre-Service Training for
Licensing Foster Parents and Agency Staff

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|----|---|
| 1. | Describe the recruitment plan and selection criteria for prospective foster parents. |
| 2. | Describe the qualifications for prospective foster parents. |
| 3. | Describe the plan for providing the required minimum 40 hours of pre-service training to foster parents and agency staff. Refer to NAC 424 (section 47) for training requirements. Be sure to delineate which agency staff positions will be required to obtain the 40 hours of pre-service training. |

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| 4. | Describe your plan for complying with the initial training requirements as set forth in NRS 424.0365. |
| 5. | How will the training be documented? |
| 6. | Describe how you will train on agency policies. |
| 7. | Provide a copy of your pre-service curricula as Attachment V-7. |
| 8. | Describe how the foster care agency will conduct an evaluation (at least annually) of each foster home with which the foster care agency has a contract for the placement of children. Refer to AB 348 Section 21.5. |

Section VI
Continuing Training and Education for
Foster Parents and Agency Staff

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| 1. | Describe the plan for providing the required minimum of 20 hours of continuing/advanced training to foster parents and agency staff. Refer to NAC 424 (section 49) for training requirements. Be sure to delineate which agency staff will be required to complete the 20 hours of continuing training. |
| 2. | Describe the plan for complying with the annual training requirements as set forth in NRS 424.0365. |

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| 3. | How will advanced training needs be identified and met? |
| 4. | What additional/specialized topics will the agency train foster parents on that is beyond what is required or is unique to your program? |
| 5. | How will recipients of training be given the opportunity to evaluate the training? |
| 6. | How will the training be documented? |

Section VII
Services Offered
Placement Support and Services to Foster Parents

1. Describe the agency's services to licensed foster parents. Please include:

a. Orientation for foster parent applicants. What support, supervision and case management services will the agency provide?

b. Each agency must implement a Placement Contract with each family. Please provide a template of your Placement Contract. See Attachment P-Placement Contracts.

c. Describe your respite program and how you will implement it.

2. Describe the procedures for an emergency discharge or removal from the home. (The agency must notify the placing agency 10 or more working days prior to the date of removal.)

3. Provide written protocols for the following:

1. In the event of an emergency disruption, what will the agency do to find a placement or support the placement?

2. In the event of a short-term emergency, what will the agency do to support the family and provide supervision for the child?

Section VIII
Adherence to Requirements for: Child Eligibility Criteria, Home Passes, and Participation in Performance and Quality Improvement with the Division of Child and Family Services

The contracting agency, Division of Child and Family Services and the Specialized Foster Care Agency agree to adhere to the requirements of Child Eligibility Criteria, Home Passes and Performance and Quality Improvement with the Division of Child and Family Services

Child Eligibility Criteria

A. Child Eligibility Criteria – Admission, Must meet All of the following

1. Child is Fee for Service Medicaid eligible, and
2. Level IV or above on Intensity of Needs per Medicaid Services Manual Chapter 400, and
3. Conditions are directly attributed to a mental disorder as the primary need for professional attention, and
4. It has been determined that the current disabling symptoms cannot be managed, or are not manageable in a less intensive treatment program and there is evidence that the child's presenting emotional and/or behavioral problems prohibit full integration in a family/home setting without the availability of a 24 hour crisis triage, behavior management and intensive clinical interventions from professional staff, and
5. The child is medically stable and not actively suicidal or homicidal, and not in need of chemical dependency detoxification services, and
6. The legal guardian or custodian of the child agrees to participate in the treatment planning and service delivery, and
7. Child has Rehabilitative Mental Health Services on a Rehabilitation Plan developed by the Child and Family Team and authorized by the Division of Health Care Financing and Policy's QIO-like vendor which includes Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/staff.

B. Child Eligibility Criteria – Continuing Stay, Must Meet All of the Following:

1. Child is Fee for Service Medicaid eligible, and
2. Level IV or above on Intensity of Needs per Medicaid Services Manual Chapter 400, and
3. Documentation describes the child's progress toward related goals in the Rehabilitation Plan, but these goals have not yet been achieved, and
4. The child continues to meet the admission criteria, or the emergence of additional problems that meet the admission criteria, and
5. With the retention of this service, relapse of identified problem behaviors can be prevented, and
6. The child's progress confirms that the presenting or newly defined problem(s) will respond to the current treatment OR, if the child is making minimal progress, the Rehabilitative Plan has been revised by the Child and Family Team, and
7. Progress in relation to specific symptoms or impairments is clearly documented, and
8. The legal guardian or custodian of the child agrees to participate in the treatment planning and service delivery, and
9. Child has Rehabilitative Mental Health Services on an updated Rehabilitation Plan developed by the Child and Family Team and authorized by the Division of Health Care Financing and Policy QIO-

like vendor which includes continued Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/ staff.

C. Child Eligibility Criteria – Continuing Stay for Child whose CASII Score is at Level III

1. Child is Fee for Service Medicaid eligible, and
2. Clinical justification by QMHP that child's needs are higher than a CASII Level III and approved by the Division of Health Care Financing and Policy's QIO-like vendor, and
3. Documentation describes the child's progress toward related goals in the Rehabilitation Plan, but these goals have not yet been achieved, and
4. The child continues to meet the admission criteria, or the emergence of additional problems that meet the admission criteria, and
5. With the retention of this service, child can prevent relapse of identified problem behaviors can be prevented, and
6. The child's progress confirms that the presenting or newly defined problem will respond to the current treatment OR, if the child is making minimal progress, the Rehabilitation Plan has been revised by the Child and Family Team, and
7. Progress in relation to specific symptoms or impairments is clearly documented, and
8. The legal guardian or custodian of the child agrees to participate in the treatment planning and service delivery, and
9. Child has Rehabilitative Mental Health Services on an updated Rehabilitation Plan developed by the Child and Family Team and authorized by the Division of Health Care Financing and Policy QIO-like vendor which includes continued Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/staff.

D. Child Criteria for Ineligibility

1. Child does not meet eligibility criteria under A, B or C. above, or
2. Child does not receive Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/staff.

Home Passes

Home Passes Must Meet the Following Requirements

- A. Must be approved by the placing agency;
- B. The limit of home pass days during a single calendar year across all treatment home agencies serving that child is 25 days;
- C. Are limited to 72 hours per pass;
- D. Are for overnight visits with family for reunification/permanency or for transition to step down lower level placement;
- E. Are not for acute hospitalization;
- F. The treatment home agency is available to respond to circumstances that may necessitate the early immediate return of a child from a home pass;
- G. If a child moves to another treatment home agency during the calendar year, the discharging treatment home agency must notify the new admitting treatment home agency of the number of the home pass days used by the child in the calendar year to date;
- H. The treatment home agency will report the number of home pass days used by each child in the previous month and in the calendar year to date monthly to the contracting agency;

I. Home passes are to be documented in each child's treatment home agency record. Documentation must include purpose, dates, times, family member taking child on pass and placing agency approval.

Performance Quality Improvement with the Division of Child and Family Services

The Division of Child and Family Services shall evaluate the treatment home agency in the areas of:

- A. Child safety;
- B. Movement toward a stable, less intensive level of care or independence;
- C. Measurable skills;
- D. Pro-social behavior;
- E. Improved functioning;
- F. Client, family and stakeholder involvement; and
- G. Reporting and compliance.

The Specialized Foster Care Agency and any and all Specialized Foster Care providers will work in compliance with the Division of Child and Family Services' performance and quality improvement system, which includes but is not limited to:

- risk measures and departure conditions
- site reviews
- case record reviews
- client, family and stakeholder satisfaction
- the ongoing monitoring and evaluation of performance

I understand and agree to comply with all the requirements described in Section VIII - Child Eligibility Criteria, Home Passes, and Participation in Performance and Quality Improvement with the Division of Child and Family Services.

Signature

Title

Date

Section IX Policy and Practice Standards

| | |
|----|---|
| 1. | <p>Submit the agency's policy and procedures as to how relevant statutes and administrative codes (NAC 424-Foster Care Regulations or NAC 432 A-Child Care Licensing Regulations, and NRS 424 Foster Homes for Children or NRS 432 A Services and Facilities for Care of Children) will be reviewed, trained on, and operationalized. Include a copy of the training curriculum. Please attach as Attachment Section IX-1.</p> |
| 2. | <p>Guidance for Developing Policy and Procedures from the Practice Standards</p> <p>The Policy and Practice Standards were created to help provider agencies develop policies and procedures on topics required in the Nevada Revised Statutes or that are standard practices outlined in the Program Standards for Treatment Foster Care published by the Foster Family-based Treatment Association. An agency policy for each Policy and Practice Standard must be submitted with the Specialized Foster Care application.</p> <p>Agency policies and procedures must include the following components.</p> <ol style="list-style-type: none"> 1. Purpose of the policy: A concise statement of the rationale for the policy. A summary of the important policy content. A description of who the policy applies to within the agency and the consequences for non-compliance, if applicable. 2. Policy authority: The highest administrative officer authorizing the policy. If appropriate, what is the next required review date. 3. Definitions of terms 4. Implementation procedures: A description of the procedures that are recommended in order to carry out the intent of the policy. Provide the necessary procedural and "how to" information. This can be done in an outline format of each step required, a checklist of what needs to be done, an explanation of how to complete the necessary forms, etc. 5. Staff understanding of the policy: Describe a process of how staff indicated reading and understanding the policy. A sign-off procedure for policy and procedure implementation. 6. Attachments: A collection of the documents, forms, checklists, screens, etc. needed to implement the policy. 7. Training on policies and procedures: Described how training is conducted and how often. How is the training and staff participation documented? <p>Submit the agency's policies and procedures on the following topics. Please attach as Attachment Sections X: A-Z.</p> <ol style="list-style-type: none"> A. Admission and Discharge B. Service and Treatment Philosophy and Treatment Model C. Behavior Management D. Case Management E. Child and Family Team F. Child-Family Contact and Relationships G. Continuous Quality Improvement H. Crisis Triage I. Cultural Competence J. Discipline K. Dispute Resolution L. Incident Reporting |

- M. Mandatory Reporting
- N. Medication Administration and Monitoring
- O. Permanency Planning
- P. Placement Contracts
- Q. Privacy and Confidentiality
- R. Restraint and Manual Guidance
- S. Rights of Child in Foster Home
- T. Sharing Information and Documentation
- U. Structured Therapeutic Environment
- V. Suicide Awareness and Prevention
- W. Transportation
- X. Trauma-Focused Care
- Y. Treatment Planning
- Z. Well-Being

Section X Attachments

Attachment A: Policy and Practice Standards for Admission and Discharge

Admission

The Program's admission criteria and intake policies and procedures shall provide for timely processing of referrals and notification to the referral source, and outline the steps and necessary requirements for admission. An admission policy will clearly state which children will be admitted, and what is needed in order to admit a child. It will also prohibit discriminatory selection processes while delineating reasons that the program might decline referrals based on the mission, capacity, and service contract requirements/limitations.

Admission policies and procedures shall include efforts to adequately prepare children and youth for placement. Guided by the child or youth's needs, policies must include whenever possible activities to allow the child and potential treatment family to become familiar with each other. Also as appropriate, children, youth and families shall be consulted as to their preference for placement with specific treatment families. Their preferences should be considered as major factors in placement decisions whenever possible. Matching shall include careful consideration as to the child's needs and preferences and the ability and willingness of the treatment family to meet the child's needs and to accommodate his/her preferences.

Admission decisions shall be based on a comprehensive review of the case materials which include:

- Current case plan (s)
- Social history information
- Psychological assessments
- School information
- Medical information
- Previous placement history and outcomes
- Potential problems
- Information on the child's/youth's skills, interests, talents and other assets.

In addition to the record review, the clinician must assess the child through a personal interview to begin the process of treatment planning. Included in the assessment shall be the children/youths' preferences, strengths, and capabilities.

The Children's Uniform Mental Health Assessment (CUMHA) is the recommended tool to utilize in completing a comprehensive assessment. The CUMHA was developed to be used across child serving agencies so that information can be shared in a standardized format. A detailed and complete assessment provides the foundation for understanding and addressing the needs of the child and developing an effective treatment plan.

Discharge

Discharge planning shall begin at the time of placement. Discharge planning shall occur ongoing and be reviewed during each treatment planning meeting. Discharge planning shall include preparing youth and family for transitions to enhance the child's opportunities for success and well-being in the new environment.

At least a 10 working days' notice of any request for the removal of the child from the home is required unless there is a written agreement to the contrary or an immediate and unanticipated danger to the foster child or another person if the child is not removed before that notice can be given. A discharge summary which includes a description of the course of treatment, major treatment or aftercare recommendations and outcomes shall be provided.

**Attachment B: Policy and Practice Standards for Service and Treatment Philosophy
and Treatment Model**

The Specialized Foster Care Agency will have a policy on Service and Treatment Philosophy and on the Program's Treatment Model.

A policy on service and treatment philosophy is a statement describing a system of beliefs, values or principles guiding the Program's practice. The service and treatment philosophy should affirm a focus on all aspects of the child's development, including physical, social, emotional, cognitive, cultural, and spiritual within a strength-based approach to treatment.¹ The service and treatment philosophy statement will focus on children with physical, mental, emotional, or behavioral issues.

A policy on a Program's treatment model is a statement articulating the treatment model or approach consistent with the Program's service and philosophy policy that is evidence-based or evidence-informed. The policy describes the core components of the treatment intervention, how staff is trained, and how the model is sustained within the Program.

A policy on the Program's treatment model will include a description of the staffing patterns that allows for the intensity of service required in Specialized Foster Care and for implementation of the treatment model.

¹ Foster Family-based Treatment Association (2013). *Program Standards for Treatment Foster Care (4th ed.)*. Hackensack, NJ: Author

Attachment C: Policy and Practice Standards for Behavior Management

The Specialized Foster Care Agency will have a policy on Behavior Management.

Implement a standardized curriculum that targets the emotional and behavioral issues of children in specialized foster care within each Specialized Foster Care Agency. The curriculum will increase and enhance the knowledge and skills of specialized foster care staff and parents in addressing emotional and behavioral issues, to include addressing trauma related to multiple placements.

Each provider agency will maintain a current written policy for behavior management provisions. The policy will include:

- a) The goal and purpose of the agency's discipline and behavior management program;
- b) Approved methods of discipline;
- c) Behavior management strategies for children with physical, mental or emotional issues;
- d) The agency's method of monitoring and documenting implementation of the policy.

Training

- The provider agency will require staff to have ongoing education, training and demonstrated knowledge of behavioral management techniques. Staff should be able to identify behavioral and environmental triggers that may cause emergency safety situations.
- Staff training should be provided by qualified individuals who possess expertise, education and experience in behavioral management intervention techniques. The techniques taught to staff should include exercises that allow participants to demonstrate competence in the acquired skills they have learned.
- Provider agencies will document in personnel records that training and demonstration of competency were successfully completed. Documentation must include the date training was completed and person certifying competency.
- Every provider agency will ensure that every new staff person successfully completes training in behavior management interventions prior to working directly with children.
- It is the responsibility of the provider agency to ensure that all staff members working with children, including part-time and on-call personnel utilized by the facility and who may not be regular employees have successfully completed the same training required of the regular staff for the agency.

Supervision

- Each provider agency must ensure that a process is in place to ensure that the use of behavior management techniques is routinely addressed in individual and/or group supervision with all direct service and clinical staff. Such supervision will focus on analyzing individual interventions and patterns of intervention to identify ways to increase the effective use of prevention methods.
- Provider agencies also will institute provisions to ensure that employee annual performance evaluations include an assessment of the staff member's effective use of authorized behavior management techniques.
- Provider agencies will have a policy that outlines procedures for the discipline and/or discharge of personnel who violate the facility's policies and procedures on the use of behavior management.

Foster Care Regulations prohibit the use of any activities that infringe on the civil rights of children to be included in a facility's discipline or behavior management program.

Attachment D: Policy and Practice Standards for Case Management

The Specialized Foster Care Agency will have a policy on Case Management.

Children and youth shall receive case management services to ensure that multiple services are delivered in a coordinated and therapeutic manner and that the child/youth can move through the system of services in accordance with their changing needs.

In collaboration with the Child and Family Team, assist with identifying, implementing, and monitoring of applicable educational, medical, and behavioral health services in relation to the treatment home environment.

Attachment E: Policy and Practice Standards for Child and Family Teams

The Specialized Foster Care Agency will have a policy and procedure to inform staff and treatment parents about their role in Child and Family Teams. Staff and treatment parents providing specialized foster care shall:

- Have knowledge and understanding of the Child and Family Team (CFT) meeting process and systems of care (SOC) values and principles;
- Have an understanding of their role as not only caregivers but as active agents of planned change and invaluable member of the treatment team;
- Attend CFTs and participate in developing the treatment plan and reviewing progress in order to provide information about the child or youth's functioning in the specialized foster care setting;
- Assume primary responsibility for implementing the in-home treatment strategies specified in the treatment plan;
- Be informed that any team members may request a CFT meeting in order to address concerns and modify the plan if needed in order to meet the needs of the child;
- Keep detailed records of the child's behavior and progress.

Child and Family Team Meeting Process and Systems of Care Values and Principles

To help ensure fidelity to the process and model which promotes individualized and integrated services, the following information shall be shared with all members of the child or youth's team:

A **Child and Family Team** shall be defined as:

A family-driven, child-centered, collaborative service team focused on the strengths and needs of the child and family. The team consists of the child recipient (as appropriate), parents, service professionals and may also consist of family members, care providers, and other individuals identified as being integral to the child's environment or mental health rehabilitation.

A **Facilitator** shall be defined as:

A person who ensures that the values and steps of the process are delivered with the highest possible fidelity to the national best practices as possible (resource-dependent), while still allowing for local individualization of the process.

Service providers shall develop and monitor treatment plans / plans of care in a CFT incorporating systems of care values and principles.

Providers must be committed to the provision of high quality services and should promote utilization of high fidelity wraparound principles. Providers shall strive to incorporate the core elements of a CFT. While providers may develop specific policies focusing special attention on matters of process and timeliness, core elements will remain uniform.

Core elements include the following:

Family Driven: Families have a key-decision role in the care of their own children. This includes: choosing supports, services, and providers; setting goals; designing and implementing programs; monitoring outcomes.

Example: A family may choose a regular weekly bonding activity instead of “classes”. Such activities can be monitored and outcomes measured by workers.

Youth Guided/Youth Directed/Youth Driven: Youth must be heard and listened to. In order to obtain their full, authentic involvement we must provide them with tools and opportunities to participate in the process. Youth must be asked for their input at the CFT and that input needs to be taken into consideration when making the plan. If the youth is unable to attend, their input needs to be taken into consideration by the team when making the plan.

Example: Johnny enjoys working with cars with his dad and thinks this would be a good activity for spending time together.

Strengths-based: The plan recognizes and builds upon each family’s unique strengths which are the cornerstone for immediate and future success.

Example: If a family likes to listen to music, then make that a bonding or visitation part of the plan as a family activity.

Comprehensive Array of Traditional and Non-traditional Services: Includes the full range of services and supports from public and private agencies as well as the community. Non-traditional services can include, but are not limited to, recreation, faith-based activities, and the performing arts. These services should be accessible in a timely and meaningful manner to support positive outcomes for families.

Example: If there is no waiting list at a faith based support the family is interested in going to and becoming involved in, encourage them to attend the same.

Common Intake and Assessment: Strengths, needs and cultural discovery Commitment by all partners to the collection of common information in the assessment. Information collected, with proper consent, can be shared across systems. Service providers from each agency should be using the strengths, needs and cultural discovery assessment whenever possible. Using this document of the family’s strengths and what they’re good at, their needs and what they see will help them, and matching that with what will work in their culture.

Example: Rurally acculturated Nevadans may have a unique cultural viewpoint which should be assessed and, where applicable, included in the plan.

Outcomes, Evaluation, and Quality Improvement: Outcomes are evaluated at the individual level to measure the quality of care. Follow up occurs at each CFT to see if the goals have been met and brainstorming on changes if they have not. When goals have been met, the team moves forward with the plan. Results from evaluation and quality improvement processes are used to make decisions and to guide the CFT. Evaluation and quality improvement activities include:

- How to best meet the needs of children, youth and family;
- Determining if services and supports are working and used;
- Determining the cost of services and supports;
- Assessing the need for additional resources and services;
- Providing feedback to those who provide services and information.

Workforce Practices: The intention is to facilitate family and youth choice in achieving positive outcomes for children and families, and to support the service delivery system. When legally and ethically allowed, collaboration should occur across agencies. When possible, support and training is advisable across agencies so providers 1) know the roles of each professional and 2) an atmosphere of mutual respect exists.

Example: Mental health professional puts ideas on the table that juvenile justice representatives may not be able to follow because of court mandates. All ideas are listened to and respected although alternative reasons why some cannot be done are also respected. When necessary, barriers need to be analyzed and removed wherever possible.

Culturally and Linguistically Competent/Responsive: Recognizes that every family has individual cultural values. Services are responsive with an awareness and respect of the importance of values, beliefs, traditions, customs, and parenting styles of families. Nevada consists of a widely diverse population, including tracts or with anti-regulatory sentiment. The possibility of encountering highly distinctive cultural, religious, political, and ethical beliefs is significant. There can be wide gaps in these areas between urban and rural communities. Services also take into account the varying linguistic needs of individuals who speak different languages, have varying literacy skills, and who need a variety of communication formats.

Example 1: Group discussion and practice may be different in rural areas where anonymity is unlikely. Rural staff may need to flexibly adapt the process consistent with family concerns.

Example 2: Make sure there are interpreters when needed for people who speak a different language or may need services in different format, e.g. sign interpreters etc.

Example 3: Additionally, recognize that culture is not about color; there is a family that is very vocal and loud because of their culture and background. Some people may interpret this as abusive. When you have seen the family function as a whole and know that is their background you can be more responsive to that culture.

Community-based Services and Supports: Afford families early intervention and services in the communities where they live. Such services and supports allow families to remain intact and recognizes that children, youth and families thrive in the context of their homes, communities and schools.

Example: A family is told that their child is out of control and would be better in foster care. That family would rather have the supports to keep that child in the home and wonders why they would put the supports in the foster care environment and not the family environment.

Recommended Child and Family Team Process

Specific CFT meeting procedures will vary depending on workforce availability and other resources such as flexible spending pools. While Wraparound in Nevada (WIN) is a best practice for child and family teams in the State of Nevada, legislatively mandated caseload considerations, rural distance considerations, or other specific factors may prevent implementation of full fidelity CFT meetings. The following are recommended practices within a CFT meeting:

1. **Family Engagement** – meeting with the family, getting to know them. Letting them get to trust you. Telling them what you are there for. Explain the process of CFT and the role they will play in their own service delivery.

2. **Stabilize Crisis** – If there is an immediate crisis, handle it now. (power is off, getting evicted right away, severe illness)
3. **Strength Needs and Culture Discovery** - This will be done over a few visits. Talk to the child(ren) and the family. Find out what the strengths are, what things looked like when they were good. What makes them happy?
Find out the needs: for example, what would make them happy at this time? What they see as their problems? What they would like to change?
The culture of the family: for example, how were the adults raised? How are the children being raised? How do they celebrate holidays? What do they do on the weekends? Do they belong to a spiritual/religious/faith group? What kind of food do they eat?
 All this information is put in a document. The family will get to read and approve it first. Then copies will be made for the team at the first CFT. This document can be added to as time goes on.
4. **Who gets invited?** Family, friends and relatives the family feels are supportive. Providers that may be mandated by the court and other providers that work with the family are invited. Providers that might work with the family in the future are invited to offer their services if appropriate. Informal supports, i.e. minister, coach, etc. are invited to give input and offer support.

CFT Meeting

1. **Agenda** is created by the family, facilitator and other team members before the meeting
2. **Meeting Rules** are created by the family, facilitator and other team members at the first meeting. Go over the rules at the beginning of each meeting. (how long the meetings will last, no blame no shame, etc)
3. Base the substance of the meeting on the strengths and needs, any court mandates, and a long range vision.
4. **Select short term goals** usually 2 or 3 to start with. The family chooses which ones are their highest priority, taking into consideration court mandates.
5. **Develop Plan of Care/Case Plan** The team comes up with ways to meet those needs, be it services or informal supports. The family and other team members take a responsibility for steps to take before the next meeting to meet the goals to be achieved. (The team brainstorms, based on the strengths, needs and culture of the family, what can best help the family reach those goals. (meet the needs)
6. **Develop a detailed Crisis/Safety Plan** to keep the family safe; what steps will they take to prevent a crisis? What steps will they take if a crisis happens? This is done at each meeting for any perceived crisis that may come up. Taking steps to preventing a crisis and knowing what to do if it happens is much better than responding to an unplanned crisis.
7. **The next CFT date is set** Anyone can call a CFT at any time if things are not working and a new plan needs to be made. The person calling the CFT would have to reach the Facilitator to get one planned.

Attachment F: Policy and Practice Standards for Child-Family Contact/Relationships

The Specialized Foster Care Agency shall have a policy regarding child-family contact/relationships. Staff and treatment parents shall be informed of the agency's policy requirements.

Children/youth shall have access to and shall be assisted in maintaining regular contact with their families as described in their treatment plan. The opportunity to visit with a parent or guardian must not be denied unless the court or agency placing the child has determined that such visitation would be detrimental to the welfare of the child.

Providers shall work actively to support and enhance child-family relationships to include the child's parents, siblings, extended family members and significant others in the child's community.

Attachment G: Policy and Practice Standards for Continuous Quality Improvement

The Specialized Foster Care Agency will have a policy and a plan for continuous quality improvement (CQI) which includes a commitment to identification and achievement of quality outcomes for the children and families served. CQI involves analyzing service and outcome data to improve processes. Per AB 348, agencies must comply with the following annual descriptive report requirement and development of a quality improvement plan:

AB 348 Sec. 15.

1. A foster care agency shall create and maintain an annual report concerning each program or service provided by the foster care agency.
2. The report must include, without limitation, a description of each program or service provided by the foster care agency, the goals for the program or service relating to family foster homes, specialized foster homes, independent living foster homes and group foster homes and information relating to any special populations of children served, including, without limitation, children who require special care for physical, mental or emotional issues or who were placed in a foster home by a juvenile court.

AB 348 Sec. 25.

1. Each foster care agency shall develop and carry out a written plan to monitor and evaluate the quality and effectiveness of its programs and services on a systemic and ongoing basis.
2. The written plan must describe the methods for the collection, summarization and analysis of data and information and include factors defined by the licensing authority for assessing the effectiveness of the programs and services provided.
3. If the findings of an evaluation suggest that improvements to its programs and services should be made, the foster care agency shall implement any necessary improvements.

The National Child Welfare Resource Center for Organizational Improvement (NCWRCOI) has created a QA framework to reflect the current focus on developing more comprehensive and effective quality improvement systems. The framework consists of the five following main steps:

- Step 1: Adopt outcomes and standards
- Step 2: Incorporate QA throughout the agency
- Step 3: Gather data and information
- Step 4: Analyze data and information
- Step 5: Use analyses and information to make improvements

A written CQI plan should include the following components (Foster Family-based Treatment Association):

- A clear shared vision for the Program that is endorsed by agency leadership and communicated to staff and treatment parent;
- A view of the program as a dynamic system that continuously adjusts to its internal and external environment;
- A description of the role of Program leaders in implementing the plan;
- Identification of the Program's clients/customers;
- A description and stated commitment to what clients/customers and other stakeholders need, expect, want and value;
- A process for assessing the degree to which the Program is meeting those needs;
- Identification of tools and data that measure performance and quality of the Program's processes and services;

- Mechanisms for staff and clients/customers to assess the quality of the Program's processes and services;
- Description of staff involvement in generating ideas for improvement and on implementation of the CQI plan;
- Requirements for sequential steps that lead to the development of specific descriptions of problems and plans for solving those problems and include factors defined by the licensing authority for assessing the effectiveness of the programs and services provided;
- Specification of a feedback loop that provides for monitoring and assessing the success of problem-solving efforts.

Attachment H: Policy and Practice Standards for Crisis Triage and Emergency Response

The Crisis Triage policy shall include a stated commitment to screen and respond to crises and emergencies twenty-four hours a day seven days a week. Crises and emergencies include, but are not limited to; children at risk or currently experiencing:

- a. Runaway;
- b. Acute psychiatric episodes;
- c. Suicidal ideation or attempts;
- d. Missing;
- e. Injured;
- f. Seriously ill and/or in need of hospitalization and/or;
- g. Placement disruption;
- h. Treatment home provider/caregiver crisis/emergency.

Crisis triage response types include:

- a. Face-to-face with child;
- b. Telephone support to treatment home provider; and
- c. Transportation.

Crisis triage will result in de-escalation, stabilization and/or referral and linkage to appropriate community resource(s).

The policy shall include procedures to notify the legal guardian/custodian and the placing agency immediately but not to exceed 24 hours of the crisis event. The crisis triage response and the outcome will be documented in an incident report.

The policy shall include instructions to staff regarding the required documentation of every crisis event and the response in the child's record. This policy will include how emergencies will be handled during and outside regular business hours.

The policy shall include how employees that provide crisis intervention and crisis triage will be trained and demonstrate competency to handle crisis situations. This policy will include how crisis intervention and crisis triage techniques and services will ensure child safety, permanency, and well-being.

The policy shall include a written plan for alternative care in the event of an emergency if the placement of a child disrupts a Specialized Foster Care home.

Attachment I: Policy and Practice Standards for Cultural Competence

The Specialized Foster Care Agency policy on Cultural Competence will address cultural diversity and cultural sensitivity. The policy shall include a plan for developing and maintaining cultural competence. The program acknowledges and values diversity with respect to race, ethnicity, national origin, color, sex, sexual orientation, age, religion and disability. Treatment parents and staff shall be trained in and be able to demonstrate cultural competence consistent with the needs of children, youth and families served to include the following abilities:

- acknowledge cultural differences
- understand your own culture (encourage staff to increase awareness of how their own personal and cultural values and beliefs affect their work with treatment parents and with the children in care.)
- recognize the dynamics of difference
- acquire cultural knowledge
- view behavior within a cultural context
- modify approaches to service delivery as needed (use treatment approaches and models that are compatible with the values and cultural styles of the populations served.)

(Adapted from the National Center for Cultural Competence, Georgetown University Center for Child and Human Development materials on cultural competence.)

Additionally, staff and treatment parent recruitment plans should be targeted to identify candidates for positions who share or have knowledge of the cultural background of children in care.

Agency training in cultural competence and culturally responsive services shall include strategies to address language barriers. Training must also include knowledge and understanding of the history, traditions, language and communication styles, values, family and social systems and social customs of the populations served.

Attachment J: Policy and Practice Standards for Discipline

The policy on discipline shall include information on both positive forms and prohibited forms of discipline. Treatment home parents and staff shall discuss disciplinary techniques with the child's legal guardian/custodian upon admission to the program and as needed during the course of treatment.

Discipline actually means to teach or instruct. Through discipline, children are taught responsible behavior. When developing a disciplinary response to a child's behavior, the question before us is, "What do I want this child to learn and how can I best teach this child?" The specialized foster care provider is really a teacher, a guide, and a counselor who helps the child learn. Foster parents and specialized foster care providers have the critical role of helping a child adjust to a new environment and teaching the child new ways to cope. The goal of discipline in a specialized foster care setting is to provide alternate, positive, and pro-social discipline that demonstrates patience, understanding, and love which will help the child assume responsibility for his/her actions and to learn to correct behavior.

General Considerations

Discipline must be:

- Individualized, developmentally appropriate and consistent for each child;
- Appropriate to the child's level of understanding; and
- Directed toward teaching the child acceptable behavior and self-control.

When deciding on rules in the specialized foster home, consider these key questions:

- Does this disciplinary action protect and nurture the child's physical and psychological well-being?
- Does the action allow the child to meet their needs in a more appropriate fashion?
- Does it advance the child's development by promoting self-control and responsibility while teaching the child ways to prevent and appropriately solve problems?
- Is the intervention designed to elicit the desired behavior?
- Is it necessary to protect the child's health and safety?
- Is it necessary to protect the rights or property of others?

If the answer to any of the questions is "yes," then a rule should be established which:

- Is specific as to the desired behavior
- Includes alternatives or choices, and rewards
- Includes logical consequences
- Concerns behaviors under the control of the child
- Concerns behaviors which can be monitored
- Is stated positively whenever possible
- Ensures greater effectiveness by allowing the child to have a part in setting them

A specialized foster care provider may only use methods of discipline and guidance that encourage self-esteem, self-control, and self-direction, such as:

- Discussion: Communicate needs and expectation.
- Modeling: Demonstrate and model the behavior that you want the child to learn or strengthen.
- Reinforcing Good Behavior: "Catch" the child being good; providing positive reinforcements such as money or extra treats, social rewards (compliments, smiles, attention, and approval) or special privileges.

- **Natural Consequences:** Natural consequences are those that occur without the foster parents' intervention, such as the child is late for school after oversleeping because of staying up too late.
- **Logical Consequences:** Logical consequences are those that the parents set which are directly connected to the behavior, such as the child washes the wall after writing on it.
- **Planned Ignoring:** This should be used only for a behavior that does not pose a safety risk for the child, other people, or property.
- Setting Rules.
- Loss of Privileges.
- Establishing routines.
- Setting reasonable limits.
- Offering choices.
- Giving explanations.
- Repeating instructions.

Disciplinary Restrictions

The following are unacceptable disciplinary techniques. This list is not exhaustive. Parents and staff providing Specialized Foster Care shall not:

- a. Subject a child to verbal abuse, humiliate the child, threaten the child or make derogatory remarks about the child or his or her family;
- b. Threaten to subject or subject a child to pushing, punching, shaking, rough handling, force feeding, biting, spanking, hitting of any kind including with an implement, isolation in a closed space such as a closet or unlit or unventilated space, or any other corporal punishment or other extreme discipline;
- c. Threaten to remove the child from the foster home;
- d. Threaten a child with the loss of love of any person;
- e. Threaten a child with punishment by a deity;
- f. Threaten to deny or deny food, shelter, medication or rest, or threaten to restrict or restrict the use of a toilet or other bathroom fixture as punishment;
- g. Threaten to subject or subject the child to any form of punishment by other children;
- h. Threaten to subject or subject the child to excessive withdrawal of positive reinforcement for inappropriate behavior, including, without limitation, removal from participation in the normal routine or activities of the foster home or requiring the child to be alone in a room for an extended period of time;
- i. Threaten to wash or wash a child's mouth out with soap or detergent or any similar threats or acts.
- j. Threaten to tape or tape the mouth of a child or any similar threats or acts;
- k. Threaten to place or place a sauce made from hot peppers or other pungent condiment sauce in the mouth of a child or any similar threats or acts;
- l. Threaten to deprive or deprive a child of visits with significant others in the child's life as a form of punishment when the agency placing the child has identified the visitation as appropriate;
- m. Threaten to withhold or withhold the allowance of a child provided by the agency which provides child welfare services or provided by the parent(s) of a child in custody of their family, and;
- n. Subject a child to work that does not have a purpose as a means of punishment, including, without limitation, scrubbing the floor with a toothbrush, writing repetitive phrases, pulling weeds in a field of weeds, excessive exercise, or any similar acts.

Attachment K: Policy and Practice Standards for Dispute Resolution

The Specialized Foster Care Agency will have a written policy and procedure for receiving, resolving, and documenting disputes and/or complaints from children, youth, families, and/or stakeholders. The legal guardian/custodian will be informed of all disputes, complaints, and the resolution. The contracting agency and licensing authority will have access to review all complaints, disputes, and resolutions. If a dispute or complaint warrants a report to Child Protective Services, agency staff shall follow mandated reporter requirements pursuant to NRS 432B.220. Should a dispute or complaint indicate a violation of licensing regulations, agency staff must inform the licensing authority.

Each child and legal guardian shall receive a statement of their rights and responsibilities at the time of placement with the specialized foster care provider.

Providers shall indicate the manner in which the child's rights and responsibilities are to be conveyed to each child and/or legal guardian which is consistent with the child's and/or legal guardian's level of understanding.

Rights and responsibilities are to be reviewed with the child and/or legal guardian at admission and on an annual basis.

Each child and/or legal guardian will receive written information about the specialized foster care provider's grievance and dispute resolution procedures. The policy shall further indicate that such information shall be provided to the child and/or legal guardian which is consistent with the child's and/or legal guardian's level of understanding.

Designated staff (other than the treatment home parents and/or the case worker) is tasked with investigating any grievances. Timelines for investigating and resolving complaints shall be established and adhered to.

Staff and treatment parents are required to receive annual training in the provider's dispute resolution process.

Continuous Quality Improvement:

Providers shall indicate how grievances and investigations are tracked and how records are maintained as part of the provider's internal auditing/quality assurance protocols and risk management review.

Staff shall receive additional training and corrective action plans shall be developed and implemented to prevent or decrease grievances or complaints.

Attachment L: Policy and Practice Standards for Incident Reporting

The Specialized Foster Care Agency will have a policy on Incident Reporting.

Incident reports serve as a permanent record of incidents, events, or problems. Well-written reports are essential to communicating what occurred and may assist in preventing future incidents. The following are characteristics of a good incident report:

- Accurate and specific
- Factual
- Objective
- Clear
- Complete
- Concise
- Well-organized
- Grammatically correct
- Light on abbreviations and acronyms

Incident Reporting Requirements

A foster care agency shall notify the licensing authority or its designee when any serious incident, accident or injury occurs to a child in its care within 24 hours after the incident, accident or injury. The foster care agency shall provide a written report to the licensing authority or its designee as soon as practicable after notifying the licensing authority or its designee. The written report must include, without limitation, the date and time of the incident, accident or injury, any action taken as a result of the incident, accident or injury, the name of the employee of the foster care agency who completed the written report and the name of the employee of the licensing authority or its designee who was notified. Serious, incidents, accidents or injuries include but are not limited to the following:

- a. The death of a child;
- b. An attempted suicide by a child;
- c. The ingestion of a poison or a drug overdose by a child;
- d. A traumatic event involving a child, including, without limitation, near drowning, suffocation or shock;
or
- e. The abduction of a child*
- f. Any injury or trauma to a child which requires the services of a licensed medical professional or an injury or trauma which requires hospitalization or emergency medical attention.

The licensee is required to give **verbal notice within 24 hours and written notice within 2 business days** if the significant event involved:

- a. An error in the administration of medication to a child;
- b. An occurrence of a communicable disease in the foster home;
- c. Any condition or situation that causes the foster home to close and requires a child to be moved out of the foster home;
- d. Any physical damage to or failure of a necessary electrical, heating, cooling, smoke- or fire- detection system, or any physical damage to or failure of any plumbing on the premises of the foster home, which may affect the safety of a child or the habitability of the foster home and which cannot be repaired within 24 hours after the damage or failure is discovered;
- e. A fire on the premises of the foster home which requires a response by a fire-fighting agency;

- f. A motor vehicle accident if a foster child was in the vehicle**;
- g. Any change in the foster home which affects compliance with any licensing requirement, including any member of the household or staff who suffers a major illness or injury or who is arrested;
- h. A child who has run away from the foster home*; or
- i. Any other significant event that may affect the safety, health or well-being of a child or any other person in the foster home.

NAC 424 Restraint Incident Reporting Requirements

Subsection 2. If a member of the direct care staff in a specialized foster home, a group foster home or a foster home operated by a foster care agency uses or witnesses the use of physical restraint on a child placed in the specialized foster home, group foster home or foster home operated by a foster care agency, the member of the direct care staff must, within 24 hours after the incident, provide the Director of the specialized foster home, group foster home or foster care agency, as applicable, with a written report describing the incident.

If the Director of a specialized foster home or foster care agency receives a report pursuant to subsection 2, the Director or the Director’s designee must:

- a. Orally notify the caseworker of the child not later than 24 hours after receiving the report; and
- b. Provide a copy of the report to the caseworker and the licensing authority not later than 7 calendar days after the date of the incident.

*It the incident is a missing child, an abducted child or a child who has run away from the foster home, the licensee shall in addition to providing the incident report, immediately notify the appropriate law enforcement agency and , if applicable, the natural parent or legal guardian of the child.

**If the incident is a motor vehicle accident, the licensee shall submit a copy of the accident report, if available, with the written incident report.

In addition to any other review that a foster care agency performs of a foster home with which the foster care agency has a contract for the placement of children, a foster care agency shall conduct a review of the foster home any time a critical event occurs in that home and report the event to the licensing authority. A “critical event” includes, without limitation:

- (a) The death or disability of a family member;
- (b) The sudden onset of a health condition that may impair the ability of a provider of foster care to care for the child;
- (c) A change in marital status;
- (d) A change in home address;
- (e) A sudden or substantial loss of income; and
- (f) The birth of a child.

Attachment M: Policy and Practice Standards for Mandatory Reporting

The Specialized Foster Care Agency is required to have a policy and procedure which explains mandatory reporting requirements to staff and treatment parents. Agencies are required to train staff and treatment parents in the reporting requirements and information concerning the manner in which to identify and report child abuse or neglect.

The agency shall have a policy which describes how they will fully comply with any investigation of a report of the abuse or neglect of a child pursuant to NRS 432B.220.

The agency will have a policy stating that they shall report any potential violation of the provisions of any regulation to the licensing authority within 24 hours after an employee of the foster care agency becomes aware of the potential violation. This policy will include how the foster care agency will cooperate with the licensing authority in its review of such reports and how it will support each foster home to complete any action required to correct a violation.

Nevada Revised Statutes (NRS) - Standards for Making a Report

Citation: Rev. Stat. § 432B.220, 230, 240 and 250

A report is required when:

- A reporter, in his or her professional capacity, knows or has reason to believe that a child is abused or neglected.
- A reporter has reasonable cause to believe that a child has died as a result of abuse or neglect.
- A medical services provider who delivers or provides medical services to a newborn infant, in his or her professional or occupational capacity, knows or has reasonable cause to believe that the newborn infant has been affected by prenatal illegal substance abuse or has withdrawal symptoms resulting from prenatal drug exposure.

Attachment N: Policy and Practice Standards for Medication Administration and Monitoring

Staff and treatment parents shall receive pre-service and annual training on policies and procedures for medication administration and monitoring. Medication policies and procedures shall comply with the NAC 424 requirements which are as follows:

Prescription medication must be prescribed by a licensed medical practitioner. The licensee shall request information regarding the medication from the medical practitioner as required by NRS 424.0383. Medication must be given only to the child for whom it has been prescribed and only in the prescribed dosage.

Any nonprescription medication must be administered only for the purpose indicated by the manufacturer on the label of the medication or as prescribed or recommended in writing by a licensed medical practitioner and with the consent of the personal legally responsible/guardian.

NAC Sec. 51

1. Each specialized foster home and foster care agency that operates a foster home shall adopt and enforce a policy on medication management and the administration of prescription and nonprescription medication. The licensee or person licensed to operate the foster care agency shall ensure that each employee of the foster home who will administer medication to a child receives a copy of and understands the policy.
2. The policy must include, without limitation:
 - a. Training requirements for any direct care staff who will be responsible for administering medication to a child;
 - b. Procedures for administering medication to a child, including, without limitation, documenting the administration of medication and any error in administration;
 - c. Except for medication which must be kept with a child pursuant to the instructions of a physician, provisions for storing medication, including, without limitation, a requirement that all medication be kept in a locked container or cabinet;
 - d. Provisions for a manual or other record which includes the orders of the treating physician for each child and information on the potential side effects of each medication that is administered by direct care staff;
 - e. Procedures for documenting and managing any adverse reaction to medication, including, without limitation, procedures for notifying the physician of a child in the case of a minor reaction or notifying emergency medical personnel in the case of a severe reaction;
 - f. Procedures for reporting any incident relating to the administration of medication to a child, including, without limitation, documentation and reporting to a physician any severe reaction to medication or errors in administering medication;
 - g. Procedures for the handling and disposing of medication that comply with any standards for the disposal of medication or drugs required by law; and
 - h. Procedures for minimizing and addressing errors that occur in the administration of medication.

Sec. 52

1. A specialized foster home or a foster home operated by a foster care agency that administers any prescription and nonprescription medication to a child shall maintain a record of each medication administered to a child. The record must contain:
 - a. The name, age and any known allergies of the child;

- b. or a child to whom a psychotropic medication is administered, the written consent provided pursuant to NRS 432B.4687 by the person who is legally responsible for the psychiatric care of the child;
- c. Except for the administration of a medication governed by the specific requirements of paragraph (b), written consent provided by the parent or legal guardian of the child for the administration of any prescription or nonprescription medication, and for any change in the administration of medication to the child;
- d. Separate sections for each prescribed medication which must contain the name and dosage of the medication, the recommended schedule for administering the medication and the purpose of the medication;
- e. The date and time any medication is actually administered to the child and the initials of the member of the direct care staff who administered the medication;
- f. Documentation of any information provided to the child concerning the medication, including, without limitation, the name and dosage of the medication, the recommended schedule for administering the medication and the purpose of the medication;
- g. A notation that the member of the direct care staff observed that the medication was taken properly and was not saved by the child;
- h. A notation or other documentation of potential and anticipated effects of the medication, including, without limitation, any desired, expected or unexpected effects, as observed by the direct care staff; and
- i. Documentation of any errors related to the management or administration of the medication, including, without limitation:
 - 1) Administration of medication to the child that was not authorized;
 - 2) Administration of the incorrect medication to the child;
 - 3) Failure to provide a dose of the medication to the child;
 - 4) Administration of the incorrect dose of the medication to the child;
 - 5) Administration of the medication to the child at the incorrect time; and
 - 6) Failure to provide medication because of the refusal of the child to take the medication, including the circumstances surrounding the refusal.

Pursuant to NAC 424 Section 12: The licensee must notify the licensing authority and caseworker verbally within 24 hours and in writing within 2 business days after the medication error.

- 2. As used in this section, “person who is legally responsible for the psychiatric care of the child” means the person who is deemed to be the person legally responsible for the psychiatric care of the child pursuant to NRS 432B.4684 or is appointed by the court pursuant to NRS 432B.4685.

Attachment O: Policy and Practice Standards for Permanency Planning

Permanency planning includes assessment and treatment of the child and family with a focus on facilitating meaningful lifetime connections to family, fictive kin, relatives and community.

A permanent family is defined as a biological, adoptive or long-term foster family.

If permanency planning is not successful and independent living is planned, the staff and treatment parents shall assist the youth in preparing for independent living by developing the youth's self-sufficiency skills.

Children in care need security, stability and continuity in their living environment and relationships. Staff and treatment parents play an important role in meeting the child's permanency goals. Agencies shall have a policy defining permanency and informing staff and treatments of their role in supporting permanency planning for youth.

Treatment plans shall include a goal for achieving permanency and preserving relationships. Further, staff and treatment parents shall be trained in how to support permanency by providing interventions necessary to help the child achieve permanency.

Attachment P: Policy and Practice Standards for Placement Contracts

Please provide a copy of a Placement Contract.

Placement Contracts

The Placement Contract states the responsibilities of all parties involved in the agreement and the amount of money to be exchanged for the service. For Foster Family Based Treatment Home Agencies (Foster Care Agency) the Placement Contract serves to clarify the expectations that the Specialized Foster Care Agency has of the foster parents which should include general licensing expectations, therapeutic expectations and specific prohibitions. It also states what the home can expect from the Specialized Foster Care Agency not only regarding monetary support but also, training, supervision, respite and crisis support services.

Placement Contracts for Group Treatment Homes clarifies the expectations of DCFS with the Specialized Foster Care Agency.

Specific Child Placement Contract

Foster parents/caregivers and Provider Agencies may be required to sign a specific child Placement Contract initiated by the placing agencies when there are expectations that are not typically addressed in the Placement Contract. For example, these might include special transportation arrangements to school or to visits with siblings and/or parents, supervision of visits, or additional training to meet a child's specialized needs. The foster parent/caregiver may or may not receive additional compensation from the Provider Agency.

Specific Child Placement Contracts may also be used for youth placed in Group Treatment Homes.

Agency and Foster Parent Contract Instructions

The contract is to be reviewed and acknowledged by the foster parent and Foster Care Agency during the initial approval/licensure process. The contract is to be signed and placed in the Foster Care Agency file. A copy of the Placement Contract signed by the foster parent and the Foster Care Agency director or designee must be made available to the child welfare agency and the Division of Child and Family Services upon request. The Placement Contract must minimally include the following provisions:

I. THE FOSTER PARENTS:

1. Meet the relevant licensing requirements as contained in NAC 424 or NAC 432A. Obtain and maintain a foster care or child care license in good standing for all homes;
2. Agree to provide a pleasant, safe, and nurturing family atmosphere, nutritious meals and snacks, and an orderly daily schedule that promotes positive participation in appropriate school and community activities;
3. Promote growth and positive self-esteem in each child placed in the Specialized Foster Home by providing clear expectations, developmentally appropriate limitations, reinforcing pro-social behavior and applying appropriate consequences for maladaptive behavior, avoiding all forms of physical discipline;
4. Support and facilitate age and developmentally appropriate activities for each child placed in the Specialized Foster Home;
5. Provide or access routine and emergency medical care and services for each child placed in the Specialized Foster Home, including administration of medication per the provider agency policy;

6. Accept and meet each child's needs, including coping with separation from his/ her biological family and others in his/her life, by showing respect and nurturance for the child's family, community and cultural connection;
7. Cooperate, support and/or facilitate visiting arrangements between each child and parent(s), relatives or siblings, when such visits are included in the plan;
8. Be responsible for arranging or providing for the transportation needs of each child. This would include family visits, medical appointments, therapy and other appointments the child's plan identifies as necessary;
9. Provide care for each child placed with Specialized Foster Home agency twenty-four hours a day, seven days per week, including holidays. Be able to be contacted through designated contact numbers provided to placing agency;
10. Participate in and/or contribute knowledge and experience in implementing the child's case plan. Participate in Child and Family Team meetings. Support goals and objectives for youth who have Independent Living Transition Plans. Respect and follow through with decisions made in the Child and Family Team;
11. Maintain each child's health, medical, educational, and other records, updating them as necessary;
12. Will ensure that an inventory sheet of the child's clothing and personal possessions is completed within 5 business days of the child's placement and completed again to accompany the child when he/she leave the placement. Any additional clothing or personal items purchased or received must be added to the inventory;
13. Ensure that copies of the child's records, clothing, and other personal items accompany the child upon departure from the home;
14. Ensure each child placed has available to him or her soap and shampoo and, as appropriate to the child's age and gender, deodorant, sanitary napkins or tampons, shaving supplies, and hair spray and/or other hair products that meets the needs of the child's specific hair and skin type. The foster care parent/caregiver shall not be expected to purchase special brands desired by the child if a required personal need item is otherwise available to the child;
15. Adherence to the policy on crisis triage and emergency response;
16. Notify placing agency and legal guardian/custodian of significant changes in the child's health or behavior;
17. Notify placing agency and legal guardian/custodian of absences of the child immediately but not to exceed 24 hours when whereabouts of child are unknown. Notify law enforcement as appropriate;
18. Any allegation of abuse/neglect must be reported as soon as reasonably practicable but not later than 24 hours to the agency which provides child welfare services per NRS 432B:220. In addition, report any allegations of abuse/neglect within 24 hours of awareness of the allegations to the placing agency;
19. Waive the right to confidentiality relating to any investigations for licensing or child protective services and the child welfare agency can share information with the Foster Care Agency about an investigation once the investigation is completed.
20. Notify placing agency and legal guardian/custodian at least ten (10) or more working days prior to the date desired for the placed child's removal from the home unless the safety of circumstances prohibit this;
21. Obtain approval of placing agency and legal guardian/custodian for a request to move a child placed within the agency from one Specialized Foster Home to another Specialized Foster Home at least 10 working days prior to move unless the safety of circumstances prohibit this or placing agency and legal guardian/custodian approve move in shorter time frame;

22. In addition to meeting licensure regulation requirements, notify placing agency and legal guardian/custodian of all changes to Specialized Foster Home family situation to include but not limited to, adults leaving/moving into the home, employment changes, significant health changes, additional household members, within 72 hours;
23. Notify placing agency and legal guardian/custodian at least 30 days prior to Specialized Foster Home parents/residence moving to another residence/location;
24. Maintain the right to accept or deny Specialized Foster Home placement of a child or request that a child be removed, unless written agreement exists to the contrary;
25. Maintain confidentiality regarding information relating to the child and their families as required by applicable statutes, regulations, and provider agency policy;
26. Obtain approval from legal guardian/legal custodian by means of a formal written request prior to taking children out of state;
27. Maintain at least the minimum automobile liability insurance required by state law and regulations and comply with seat belt and car seat requirements, as well as any other applicable safety laws related to operating a motor vehicle;
28. No child shall be forced to attend religious services simply because the provider does. Activities and Supervision must be provided for those children not attending church services. Activities and Supervision must be provided for those children not attending church services;
29. Agree to a rate of reimbursement as written in the individual Placement Contract between the provider agency and the foster parent for each child placed. At a minimum, this reimbursement will cover such things as food, clothing, personal hygiene products, transportation, school fees/expenses, and other costs. If the placing agency provides a monthly personal and incidental payment (“allowance”) intended for the child’s use, this reimbursement rate excludes this payment, unless outlined in the individual Placement Contract. In the event of overpayment, the foster parent agrees to notify the provider agency when they notice an error;
30. Agree to ensure that each child attends the therapy and psychiatric services as outlined in the child’s treatment plan. If the foster parent cannot provide transportation, they will be required to notify the provider agency in advance to make appropriate alternative transportation plans;
31. Agree that all requests for respite must be made prior to the respite and approved by the provider agency; and
32. Agree to demonstrate consideration for, and sensitivity to, the racial, cultural, ethnic, and religious backgrounds of children and their families receiving agency services and to encourage and assist the child’s maintenance of documentation of significant life events through the use of scrap books, Life Books, etc.;

II. THE FOSTER CARE AGENCY:

1. Agrees to fully disclose all known information regarding a child to the foster parent(s);
2. Agrees to ensure that all foster parents understand and comply with requirements outlined in agency policies and this Placement Contract;
3. Agrees that foster parents have the right to accept or refuse any referral. However, all placement disruptions must be documented in writing;
4. Agrees to provide ongoing and consistent services to support the client and foster family, including a first contact within one week after placement;
5. Agrees to provide services to support the foster parents in reducing barriers in caring for and supporting children placed in their foster homes;
6. Ensure that foster children have visitation with their parents, family members, and siblings;

7. Ensure that foster children receive appropriate medical, dental, mental health, psychological, psychiatric treatment and medication management services;
8. Agrees to provide foster parents access to 24-hours a day seven days a week crisis triage and intervention by trained and competent staff;
9. Agrees to reimburse the foster parents the rate stated in writing on the individual Placement Contract between the provider agency and the foster parent. First payment will be within 45 days after placement with subsequent payments no later than the 15th of the month following provision of care;
10. Agrees to make available a written medical release or plan authorizing the foster parents to obtain routine and emergency medical services when appropriate. The provider agency will assist foster parents in obtaining medical and dental services as required and in obtaining prior approval from the referring agency. Will ensure that each child's medical records or related documentation are made available to the licensing authority upon request;
11. Agrees to obtain written permission from the placement agency when a child is to be taken out-of-state or out-of-county for extended periods of time according to referring agency's requirements. The agency will also ensure that the foster parents will have a written letter from the custodial agency stating that the agency has legal custody but the child(ren) is placed in the foster parent's home and the foster parent has permission to take the child(ren) out-of-state or out-of-county for vacation purposes;
12. Ensure that a packet containing the needs of the child with information necessary for effective care as well as paperwork for documentation has been given to the respite provider for each episode of respite. And to ensure the packet and the required documentation from the respite provider is returned to the foster parent or provider agency at the end of respite;
13. Allow foster parents to change their affiliation with the Specialized Foster Care agency or to terminate their affiliation with the agency and become affiliated with a different Specialized Foster Care agency.
14. Ensure cooperation between the employees of the foster care agency, the foster care parent, the child and the family of the child in meeting the goals of the child's treatment plan.
15. Ensure cooperation between employees that provide crisis intervention and crisis triage 24 hours a day 7 days a week with foster parents and staff to deescalate and stabilize crisis and emergency situations.

III. BOTH PARTIES:

1. Agree that the licensing authority maintains the responsibility to protect the best interests of each child, which may include removing a child from the placement with the foster parent if the licensing authority determines that removal is in the best interests of the child;
2. Acknowledgment of any provisions determined to be appropriate by the licensing authority.

Attachment Q: Policy and Practice Standards for Privacy and Confidentiality

Privacy is defined as the right to decide whether and to what extent the client will share thoughts, opinions, feelings and facts about his or her personal life. A person's right to privacy is supported by laws and ethical principles. Actions taken to maintain privacy are aimed at preventing harm to the individual and his or her reputation.

Confidentiality denotes restrictions imposed on how information can be transmitted. Laws prohibit disclosure of data in a manner that would allow public identification of the client. Policies and procedures must outline the steps required to release confidential information. Clients must be informed of privacy and confidentiality practices. Ensuring client privacy and confidentiality is necessary for establishing and maintaining trusting relationships with clients.

Protected Health Information (PHI) is "individually identifiable health information" that relates to health / mental health condition (past, present or future), health care for the individual, or payment for care, and can include name, address, birth date, social security number, diagnosis, medications, etc., as well as relatives, household members, or any other information that helps to identify the person or case.

Policies shall include a stated commitment to safeguard and maintain health information under legal and ethical obligations of confidentiality. A confidential and complete health record must be maintained in a manner consistent with statutory requirements and accepted standards of health care. Confidential information includes verbal, written and electronic information.

A shared responsibility of all is to ensure health data is kept secure and to make sure a child/youth's rights are maintained and access controls are followed. The goal is to maintain adequate confidentiality of records while still facilitating appropriate and timely care to those served.

The Health Insurance Portability and Accountability Act (HIPAA) set standards to protect individually identifiable health information. The rules apply to providers who conduct certain electronic transactions.

HIPAA also requires the adoption of security and privacy standards in order to protect health information.

The following practices shall minimize incidental disclosure of protected health information:

1. Clients will not be discussed in reception areas or other areas where the discussion may be overheard by other clients
2. Speaker phones will not be used in reception areas and only used with the office door closed
3. Discussions between staff and in offices will be conducted in a manner that minimizes incidental exposure of protected health information.
4. It is best practice for clients/visitors to sign in individually and in a manner that does not allow visibility of other client/visitor names. (Technically, though, under HIPAA it is allowable for clients/patients to see other names on sign-in sheets.)
5. Fax machines will be placed in locations where visitors cannot reach or read faxes that are sent or received.

At admission, the HIPAA Privacy Rule requires covered entities to provide clients with a Notice of Privacy Practices. The person legally responsible/legal guardian and the child/youth are to be given a copy of the Privacy Notice and information regarding procedures for the release of confidential information.

Authorizations for release of information shall specify the following:

1. type of information to be released
2. the agency releasing and receiving the information
3. the purpose of the release
4. expiration date
5. dated signature of the client's person legally responsible/legal guardian, patient and one witness

Documentation of all disclosures must be maintained in the medical chart.

Permitted Disclosures without client's permission are to be included in the Privacy Notice and Consent to Treat documentation. This would include:

- Limits of confidentiality when there is suspicion of abuse or neglect
- In response to the receipt of a valid court order is an exception to the aforementioned standards. (Medical, dental and psychiatric/psychological records can be released upon receipt of a court order.)
- Emergency personnel – information may be released to treating physicians or other health care professionals in an emergency situation. Telephone requests must be verified
- Reduction of risk – information may be disclosed if the clinician determines that such disclosure is necessary to protect against a substantial risk of death, disease, or injury to self or others or there is a threat to the security of a facility

HIPAA also imposes a general rule on anyone who deals with protected health information: collection, use and disclosure should be no greater than necessary to complete a work-related task. This is called the minimum necessary standard.

Provisions for written revocation of permission to disclose confidential information shall be addressed in the policy and procedure.

Provisions for addressing complaints regarding violation of privacy policies, documenting and handling complaints are addressed in the policy and procedure.

All health records must be stored in a locked and secure area. Proper methods of disposal shall be utilized when record retention requirements have expired.

In summary, all access to a child/youth's medical and/or mental health information will be in accordance with policies and procedures, state statutes, and (HIPAA) requirements.

Training and Continuous Quality Improvement:

All parents and staff are trained in Privacy and Confidentiality requirements.

Establish provisions for sanctioning specialized foster parents or staff who violate privacy policies and protecting specialized foster parents or staff that raise issues about privacy practices from retaliation.

Establish a system for documenting complaints regarding violations of privacy practices and corrective action steps taken to prevent further violations.

Attachment R: Policy and Practice Standards for Restraint and Manual Guidance

Physical restraint shall be used only in an emergency situation, when all other treatment efforts have failed, and when there is imminent danger of a child/youth harming him/her self or others to ensure the safety and appropriate treatment of all children/youth in care. Physical restraint must never be used as a means of punishment, discipline, coercion, convenience, retaliation or as a replacement for adequate levels of staff or active treatment.

Physical restraint is used only as a last resort to protect the physical safety of the child or others in the environment. Physical restraint cannot be used as a disciplinary action or for the convenience of specialized foster care parents or staff.

The use of mechanical restraints, chemical restraints, and seclusion are specifically prohibited. "Time out" should not be confused with seclusion.

Indicate compliance with all applicable laws and regulations regarding restraint and use of force.

The use of a nationally recognized model of restraint (or one approved by the licensing authority) such as:

Handle with Care

MANDT

Conflict Response Institute

Crisis Prevention Institute (CPI)

Therapeutic Crisis Intervention (TCI)

Interventions used to identify and de-escalate situations.

At admission, an initial assessment of the child/youth to obtain information that could minimize the use of restraint to include: 1) self-control techniques, methods, or tools; 2) pre-existing medical conditions or physical disabilities or limitations that would place the child/youth at greater risk during restraint; and, 3) history of traumatic experiences that would place the child/youth at greater psychological risk during restraint. Assessment information is included in the child/youth's treatment plan.

At admission, the person legally responsible/legal guardian and the child/youth are advised of the restraint policy and sign documentation acknowledging receipt of that information.

Safety procedures for monitoring children/youth in restraint: 1) assessment procedures; 2) assessment by someone not involved in the restraint; 3) release of the child/youth from the restraint; 4) assessment of injuries from restraint that are noted by foster parent/staff or reported by the child/youth.

Debriefing following each incident of restraint: 1) the child/youth is included in the debriefing, 2) debriefing within a specified time period between 24-48 hours, 3) documentation of debriefing in the child/youth's record, 4) debriefing elements include: what led to the incident and how could it have been handled differently, ascertain whether the child/youth's wellbeing and privacy were addressed, whether the child/youth's treatment plan requires modification, and whether improvement activities are needed to reduce the use of restraints.

Training in de-escalation techniques and restraint methods:

- All specialized foster parents and staff working directly with children/youth are trained in de-escalation techniques
- Only foster parents and staff trained and certified as competent in a nationally recognized model of restraint may restrain a child/youth
- Training is competency-based
- Records of foster parent/staff training are maintained
- Refresher course is given and documented annually
- Training includes recognition of medical conditions and signs of distress
- Training includes appropriate monitoring and documenting procedures for each restraint incident
- Training includes debriefing procedures

Notification requirements after a restraint incident:

- The agency director is notified of the restraint incident
- The legally responsible person/legal guardian is notified of the restraint incident
- Provide a copy of the restraint incident report to the legally responsible person/legal guardian and the licensing authority not later than 7 calendar days after the date of the incident
- Means of notification e.g. telephone, specific forms

Restraint incident documentation requirements:

- Documentation of the restraint incident in the child/youth's record and timelines for documentation
- Completion of an incident/accident form that includes a behavioral description of the incident, client behaviors leading to the incident, de-escalation techniques used, length of restraint, restraint method used, name(s) of foster parents/staff involved, report of injuries and actions taken, and debriefing activities.

Quality assurance measures:

- Tracking of the frequency of restraints on an individual child/youth to develop strategies to reduce the use of restraint.
- Tracking of the frequency of restraints on a programmatic basis to develop strategies to reduce or eliminate the use of restraint.

Attachment S: Policy and Practice Standards for Rights of Child Placed in Foster Home

Staff and treatment parents shall be trained initially and annually thereafter in the rights of a child placed in a foster home and the specialized foster care agency shall have a policy and procedure describing the manner in which a child is to be made aware of rights. The rights that every child placed in a foster home are entitled to are listed in Nevada Revised Statutes section 432.500 through 432.550 as follows:

RIGHTS OF CHILD PLACED IN FOSTER HOME BY AGENCY WHICH PROVIDES CHILD WELFARE SERVICES

NRS 432.500 Definitions. As used in NRS 432.500 to 432.550, inclusive, unless the context otherwise requires, the words and terms defined in NRS 432.505, 432.510 and 432.515 have the meanings ascribed to them in those sections.

(Added to NRS by 2011, 650)

NRS 432.505 "Foster home" defined. "Foster home" has the meaning ascribed to it in NRS 424.014.

(Added to NRS by 2011, 650)

NRS 432.510 "Group foster home" defined. "Group foster home" has the meaning ascribed to it in NRS 424.015.

(Added to NRS by 2011, 650)

NRS 432.515 "Provider of family foster care" defined. "Provider of family foster care" has the meaning ascribed to it in NRS 424.017.

(Added to NRS by 2011, 650)

NRS 432.520 Policy of State. It is the policy of this State that every child placed in a foster home by an agency which provides child welfare services have the rights set forth in NRS 432.525, 432.530 and 432.535.

(Added to NRS by 2011, 650)

NRS 432.525 Rights generally. A child placed in a foster home by an agency which provides child welfare services has the right:

16. To receive information concerning his or her rights set forth in this section and NRS 432.530 and 432.535.
17. To be treated with dignity and respect.
18. To fair and equal access to services, placement, care, treatment and benefits.
19. To receive adequate, healthy, appropriate and accessible food.
20. To receive adequate, appropriate and accessible clothing and shelter.
21. To receive appropriate medical care, including, without limitation:
 - (a) Dental, vision and mental health services;
 - (b) Medical and psychological screening, assessment and testing; and
 - (c) Referral to and receipt of medical, emotional, psychological or psychiatric evaluation and treatment as soon as practicable after the need for such services has been identified.
22. To be free from:
 - (a) Abuse or neglect, as defined in NRS 432B.020;
 - (b) Corporal punishment, as defined in NRS 388.5225;
 - (c) Unreasonable searches of his or her personal belongings or other unreasonable invasions of privacy;
 - (d) The administration of psychotropic medication unless the administration is consistent with NRS 432B.197 and the policies established pursuant thereto; and
 - (e) Discrimination or harassment on the basis of his or her actual or perceived race, ethnicity, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or exposure to the human immunodeficiency virus.
23. To attend religious services of his or her choice or to refuse to attend religious services.
24. Except for placement in a facility, as defined in NRS 432B.6072, not to be locked in any room, building or premise or to be subject to other physical restraint or isolation.
25. Except as otherwise prohibited by the agency which provides child welfare services:
 - (a) To send and receive unopened mail; and
 - (b) To maintain a bank account and manage personal income, consistent with the age and developmental level of the child.

26. To complete an identification kit, including, without limitation, photographing, and include the identification kit and his or her photograph in a file maintained by the agency which provides child welfare services and any employee thereof who provides child welfare services to the child.
27. To communicate with other persons, including, without limitation, the right:
 - (a) To communicate regularly, but not less often than once each month, with an employee of the agency which provides child welfare services who provides child welfare services to the child;
 - (b) To communicate confidentially with the agency which provides child welfare services to the child concerning his or her care;
 - (c) To report any alleged violation of his or her rights pursuant to NRS 432.550 without being threatened or punished;
 - (d) Except as otherwise prohibited by a court order, to contact a family member, social worker, attorney, advocate for children receiving foster care services or guardian ad litem appointed by a court or probation officer; and
 - (e) Except as otherwise prohibited by a court order, to contact and visit his or her siblings.
 (Added to NRS by 2011, 651)

NRS 432.530 Rights with respect to placement of child. With respect to the placement of a child in a foster home by an agency which provides child welfare services, the child has the right:

1. To live in a safe, healthy, stable and comfortable environment, including, without limitation, the right:
 - (a) If safe and appropriate, to remain in his or her home, be placed in the home of a relative or be placed in a home within his or her community;
 - (b) To be placed in an appropriate foster home best suited to meet the unique needs of the child, including, without limitation, any disability of the child;
 - (c) To be placed in a foster home where the licensee, employees and residents of the foster home who are 18 years of age or older have submitted to an investigation of their background and personal history in compliance with NRS 424.031; and
 - (d) To be placed with his or her siblings, whenever possible, and as required by law, if his or her siblings are also placed outside the home.
 2. To receive and review information concerning his or her placement, including, without limitation, the right:
 - (a) To receive information concerning any plan for his or her permanent placement adopted pursuant to NRS 432B.553;
 - (b) To receive information concerning any changes made to his or her plan for permanent placement; and
 - (c) If the child is 12 years of age or older, to review the plan for his or her permanent placement.
 3. To attend and participate in a court hearing which affects the child, to the extent authorized by law and appropriate given the age and experience of the child.
- (Added to NRS by 2011, 652)

NRS 432.535 Rights with respect to education and vocational training of child. With respect to the education and vocational training of a child placed in a foster home by an agency which provides child welfare services, the child has the right:

1. To receive fair and equal access to an education, including, without limitation, the right:
 - (a) To receive an education as required by law;
 - (b) To have stability in and minimal disruption to his or her education when the child is placed in a foster home;
 - (c) To attend the school and remain in the scholastic activities that he or she was enrolled in before placement in a foster home, to the extent practicable and if in the best interests of the child;
 - (d) To have educational records transferred in a timely manner from the school that he or she was enrolled in before placement in a foster home to a new school, if any;
 - (e) Not to be identified as a foster child to other students at his or her school by an employee of a school district, including, without limitation, a school administrator, teacher or instructional aide;
 - (f) To receive any educational screening, assessment or testing required by law;
 - (g) To be referred to and receive educational evaluation and services as soon as practicable after the need for such services has been identified, including, without limitation, access to special education and special services to meet the unique needs of a child with educational or behavioral disabilities or impairments that adversely affect the child's educational performance;
 - (h) To have access to information regarding relevant educational opportunities, including, without limitation, course work for vocational and postsecondary educational programs and financial aid for postsecondary education, once the child is 16 years of age or older; and
 - (i) To attend a class or program concerning independent living for which he or she is qualified that is offered by the agency which provides child welfare services or another agency or contractor of the State.
2. To participate in extracurricular, cultural and personal enrichment activities which are consistent with the age and developmental level of the child.

3. To work and to receive vocational training, to the extent permitted by statute and consistent with the age and developmental level of the child.
4. To have access to transportation, if practicable, to allow the child to participate in extracurricular, cultural, personal and work activities.

(Added to NRS by 2011, 652)

Attention Providers: Children in Foster Care Must be Informed of Their Rights According to the Following:

NRS 432.540 Manner in which child is to be made aware of rights.

1. A provider of family foster care that places a child in a foster home shall:
 - (a) Inform the child of his or her rights set forth in NRS 432.525, 432.530 and 432.535;
 - (b) Provide the child with a written copy of those rights; and
 - (c) Provide an additional written copy of those rights to the child upon request.
2. A group foster home shall post a written copy of the rights set forth in NRS 432.525, 432.530 and 432.535 in a conspicuous place inside the group foster home.

(Added to NRS by 2011, 653)

NRS 432.545 Provider of family foster care authorized to impose reasonable restrictions on exercise of rights in certain circumstances. A provider of foster care may impose reasonable restrictions on the time, place and manner in which a child may exercise his or her rights set forth in NRS 432.525, 432.530 and 432.535 if the provider of foster care determines that such restrictions are necessary to preserve the order, discipline or safety of the foster home.

(Added to NRS by 2011, 653)

NRS 432.550 Persons with whom child may raise and redress grievance regarding violation of rights. If a child believes that his or her rights set forth in NRS 432.525, 432.530 and 432.535 have been violated, the child may raise and redress a grievance with, without limitation:

1. A provider of foster care;
2. An employee of a foster home;
3. An agency which provides child welfare services to the child, and any employee thereof;
4. A juvenile court with jurisdiction over the child;
5. A guardian ad litem for the child; or
6. An attorney for the child.

(Added to NRS by 2011, 653)

Attachment T: Policy and Practice Standards for Sharing Information and Documentation

Staff and Treatment Parents shall be trained in the policy and procedures for documenting and sharing information about a child placed in the specialized foster home with the child's advocate and the agency which provides child welfare services or other agency or person who has placed a child in the specialized foster home.

Staff and Treatment Parents shall keep detailed/descriptive records of the child's behavior and progress in targeted areas identified in the treatment plan. Records include but are not limited to information on visits, appointments, activities, school progress, medication administration and any incidents.

Every 90 days, the provider agency shall submit a progress report on the child to the agency which provides child welfare services or other agency or person who has placed the child in the specialized foster care home.

Within 30 days of discharge, the provider agency shall provide a discharge summary in writing to the agency which provides child welfare services or other agency or person who has placed the child in the specialized foster care home.

Attachment U: Policy and Practice Standards for Structured Therapeutic Environment

A structured therapeutic environment that includes the following provisions:

1. Structured daily activities and supervision that foster development, improvement, monitoring, and reinforcement of age appropriate social, communication and behavioral skills.
2. Planned activities that are appropriate to the child/youth's development, age, and functioning such as those that provide for and stimulate social relationships, creative activities, and hobbies.
3. Individual, home, neighborhood, school, and other community group activities appropriate to each child/youth's age and needs that may include:
 - Social, friendship, school, and community activities
 - Leisure time activities
 - Self-expression and communication
 - Physical exercise to encourage gross and fine motor skill development
 - Activities to encourage mental and intellectual stimulation and development
 - Activities that foster a connection to the child/youth's culture
 - Activities geared toward the child/youth's interests
 - Indoor and outdoor recreational activities and the necessary play equipment

Attachment V: Policy and Practice Standards for Suicide Awareness and Prevention

Training staff and treatment parents initially and annually thereafter in suicide awareness and prevention is required. Staff and treatment parents are to learn the warning signs and risk factors associated with suicide. A thorough understanding of the facts and myths about suicide is crucial in the prevention of suicide. The Nevada Suicide Prevention Plan is based on the strong belief that everyone has a role to play in suicide prevention, and those individuals and groups that address the physical, emotional, psychological, and spiritual needs of individuals and communities must work together if we are to be effective.

Agency policies and procedures must clearly outline steps staff and treatment parents are to follow in responding to youth who are in crisis. Staff and treatment parents must know the warning signs and be very familiar with steps outlined in the policy and procedure regarding safety planning, interventions, increased supervision and available resources to access in order to prevent suicide and stabilize the youth. The policy must include instructions to staff and treatment parents regarding reporting requirements of incidents.

There are many sources of information in order to provide comprehensive training to staff and treatment parents and they include but are not limited to the following:

- State of Nevada Department of Health and Human Services-Office of Suicide Prevention
- Suicide Prevention Resource Center
- Substance Abuse and Mental Health Services Administration (SAMHSA)
- National Action Alliance for Suicide Prevention
- World Health Organization
- Office of the Surgeon General
- Center for Disease Control and Prevention
- American Association of Suicidology
- The Jason Foundation

Attachment W: Policy and Practice Standards for Transportation

Agencies shall have a policy which instructs staff and treatment parents in their responsibilities to safely transport children/youth in their care to include:

1. Arranging or providing for the transportation needs of each child/youth to family visits, medical appointments, therapy and other appointments the child's plan identifies as necessary; and
2. Maintain at least the minimum automobile liability insurance required by state law and regulations and comply with seat belt and car seat requirements as well as any other laws pertaining to the safe operation of a motor vehicle.

Attachment X: Policy and Practice Standard for Trauma-Focused Care

Youth in foster care have experienced many different types of trauma. These experiences can range from abuse and neglect, sexual trauma, witnessing violence in the home or neighborhood, or the loss of a loved one. It is important that those providing day-to-day support and care become more trauma informed and understand the impact trauma has on the behavior, development, and relationships of the youth we serve.

What is Trauma-Informed Care?

“Trauma-Informed Care” is a strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.”¹

Specialized Foster Care Agencies shall have a policy which provides information on trauma-focused care. The policy shall also include training requirements for staff and treatment parents aimed at providing education about the impact of trauma on the development and behavior of children in foster care. The policy and training curriculum should provide staff and specialized foster care parents with the knowledge and skills to:

- Respond appropriately to the behavioral and emotional challenges of traumatized children
- Help traumatized children develop healthy attachments
- Help traumatized children recognize and develop their strengths
- Help traumatized children develop the coping strategies needed to grow into healthy and functional adults
- Take care of themselves and seek support from others.

What are the effects of trauma?

Trauma can result in impairment in development and functioning in the areas of:

- Attachment
- Biology
- Ability to regulate their mood
- Dissociation
- Behavioral control
- Cognition
- Self-concept

In addition, without the security provided by safe and permanent connections, these youth must shift resources normally earmarked for growth and development to self-protection in order to simply survive their environments. Left unaddressed, these impairments can place young people on a trajectory of life-long risk for serious mental health concerns, substance abuse and dependence, and leave them susceptible to further traumatization.

Tips for Integrating Trauma-Informed Approaches in Programs

Increase trauma awareness within the agency by providing trauma specific trainings. Ensure your agency places an emphasis on the physical and emotional safety of the clients and providers. Increase your client’s level of self-sufficiency by assisting them to reduce feelings of being emotionally overwhelmed and to make new meaning of their trauma history and current experiences. Become skilled in providing trauma informed care using trauma specific intervention techniques that are anchored in the strengths-based perspective.

How do agencies evaluate Trauma Informed Care?

It's important to determine if your trauma-informed services are increasing your youth's safety, well-being, self-sufficiency, and ability to establish permanent connections. The best support for determining this is to utilize your available resources. Some examples of resources include publications on trauma, training and technical assistance events, e-learning trainings on trauma, and consultation and support from peers. Since providing services to youth who have experienced trauma is emotionally demanding, consultation and support from co-workers and colleagues are essential to cope with the emotional demands of providing trauma informed care to youth. After evaluating your agency's ability to provide trauma informed care, it will be beneficial to engage in a meaningful discussion on how to improve the agency's ability to provide services that are trauma informed. The amount of time you invest in these activities will have a substantial return on investment and it will have a measureable impact on your ability to provide safety, well-being, self-sufficiency, and help youth establish permanent connections.

Providers in Nevada are receiving training developed by The National Child Traumatic Stress Network entitled "Caring for Children Who Have Experienced Trauma: A Workshop for Resource Parents". Materials and information are available at www.nctsn.org.

Some other well-known trauma-focused interventions as identified by the Substance Abuse and Mental Health Services Administration (www.samhsa.gov) include:

Addiction and Trauma Recovery Integration Model (ATRIUM) www.samhsa.gov/nctic/healing.asp#atrium

Essence of Being Real

www.samhsa.gov/nctic/healing.asp#essence

Risking Connection

www.samhsa.gov/nctic/healing.asp#risking

Sanctuary Model

www.samhsa.gov/nctic/healing.asp#sanctuary

Seeking Safety

www.samhsa.gov/nctic/healing.asp#seeking

Trauma, Addictions, Mental Health, and Recovery (TAMAR) Model www.samhsa.gov/nctic/healing.asp#tamar

Trauma Affect Regulation: Guide for Education and Therapy (TARGET)

www.samhsa.gov/nctic/healing.asp#target

Trauma Recovery and Empowerment Model (TREM and M-TREM) www.samhsa.gov/nctic/healing.asp#trem

Some other models/interventions include:

Trauma Focused Cognitive Behavioral Therapy (TF-CBT)
www.musc.edu/tfcbt

Child-Parent Psychotherapy (CPP)
Child Trauma Research Project, University of California, San Francisco
E- Mail: chandra.ghosh@ucsf.edu

Prolonged Exposure Therapy for Adolescents (PE-A)
Sandy Capaldi, Psy. D.
Center for the Treatment and Study of Anxiety (CTSA) at University of Pennsylvania
Website: www.med.upenn.edu/ctsa

Parent-Child Interaction Therapy (PCIT)
www.pcit.org

Trauma Systems Therapy (TST)
Email: glenn.saxe@childrens.harvard.edu

Traumatic Incident Reduction (TIR)
Traumatic Incident Reduction Association
Applied Metapsychology
Ann Arbor, Michigan
734-761-6268

Alternatives for Families-Cognitive Behavioral Therapy (AF-CBT)
David Kolko
University of Pittsburgh
412-246-5888
kolkodj@upmc.edu

Child and Family Traumatic Stress Intervention (CFTSI)
Training Contact: Carrie Epstein, Director of Training at the Yale Childhood Violent Trauma Center
epstein.carrie@gmail.com

Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
Audra Langley
ALangley@mednet.ucla.edu
www.cbitsprogram.org.

Combined Parent-Child Cognitive Behavioral Therapy (CPC-CBT)
Training Contact: Melissa Runyon CARES Institute
runyonmk@umdnj.edu
(856) 566-7036

I Feel Better Now! Trauma Intervention Program
National Institute for Trauma and Loss in Children (TLC)
Caelan Kuban
(313) 885-0390

Eye Movement Desensitization and Reprocessing (EMDR)
Robbie Dunton, Commercial Trainings Contact
EMDR Institute
www.emdr.com
phone: (831) 761-1040
Bob Gelbach, Executive Director of EMDR HAP (for Nonprofit Trainings) www.emdrhap.org
Phone: (203) 288-4450

Real Life Heroes (RLH)
Richard Kagan, Ph.D.
Address: 60 Academy Rd. Albany, NY 12208
Phone number: (518) 426-2600 ext. 2725
Email: kaganr@parsoncenter.org
Website: www.parsoncenter.org

Dialectical Behavior Therapy (DBT)
Behavioral Tech, LLC
(206) 675-8588
information@behavioraltech.org
Kathryn E. Korlund, Ph.D., ABPP
(206) 616-7324
korlund@uw.edu

Attachment, Self-Regulation, and Competency: A Comprehensive Framework for Intervention with Complexly Traumatized Youth (ARC)
Margaret Blaustein, Ph.D.
Address: The Trauma Center at JRI, 1269 Beacon Street, Brookline, MA 02446
Phone number: (617) 232-1303, ext. 214
Email: mblaustein@jri.org
Website: www.traumacenter.org

Trauma and Grief Component Therapy for Adolescents (TGCT)
Christopher Layne, Ph.D., or Bill Saltzman, Ph.D.
Address: UCLA - National Center for Child Traumatic Stress, 11150 W. Olympic Blvd., Suite 650, Los Angeles, CA 90064
Phone number: (310) 235-2633, extension 223; fax (310) 235-2612
Email: cmlayne@mednet.ucla.edu and wsaltzman@sbcglobal.net

Assessment –Based Treatment for Traumatized Children: Trauma Assessment Pathway (TAP)

Lisa Conradi, Psy.D.

Address: Chadwick Center for Children and Families - Rady Children's Hospital,
3020 Children's Way, MC 5131, San Diego, CA 92123

Phone number: (858) 576-1700 ext. 6008

Email: lconradi@rchsd.org

Website: www.taptraining.net

¹ Hopper, E.K., Bassuk, E. L., & Olivey, J. (2010). Shelter from the storm: trauma-informed care in homelessness services settings, *The Open Health Services and Policy Journal*, 3, 80-100.



Attachment Y: Policy and Practice Standards for Treatment Planning

Agencies shall have a policy and procedure for the treatment planning process. Individualized treatment plans address the emotional, cognitive and physical needs in major developmental areas and delineate the services planned to ameliorate specific problems associated with the child or youth's placement in specialized foster care.

Staff and treatment parents shall participate with the child welfare worker or other legal guardian and other team members in the development of treatment plans for each child or youth in their care. A goal addressing permanency planning, if applicable, shall be included in the overarching treatment plan. Input from staff and treatment parents regarding the child or youth's behavior and progress is extremely valuable because it is based on the daily observations of the child or youth in the natural environment, in interactions with their parents or other family members and participation in community life.

Treatment planning is an ongoing process involving an initial plan and the development of a comprehensive plan which is updated regularly to reflect progress made on short and long term goals.

A Treatment Plan includes the child or youth and family (when applicable) strengths, assets and abilities. It builds on existing, natural supports and highlights what is working.

A Treatment Plan must contain:

- Documentation of Family (when applicable) and/or Legal Representative involvement in Treatment Planning;
- Documentation of the child or youth's involvement in Treatment Planning; and
- Service/Treatment Documentation.

Include all of the following for each service to be provided:

- Name of the service
- Provider of the service
- Proposed quantity (e.g., 5 sessions, 10 sessions)
- Proposed frequency (e.g., once per week, twice per week, once per month)
- Anticipated length of treatment (e.g., 1 month, 3 months, 6 months, 1 year)
- Treatment Approach (e.g., behavioral management model to be utilized)

Treatment Goals: Broad statements that describe the overall, long-term desired results at the end of treatment, e.g., reduce anxiety, eliminate poor self-esteem, decrease self doubt, improve social integration skills, return to previous level of functioning, develop ability to cope with depressed mood, alleviate depressed mood, improve appetite, decrease sleep, increase healthy cognitive patterns, create positive views of self and/or the world, improve communication with others, self-advocate for acceptance, increase enjoyment with family, return to previous state of functioning, decrease responsibilities for others, resume interest in hobbies, improve memory/concentration.)

Measurable Objectives: Specific, short-term, measurable, realistic, individualized and attainable steps towards accomplishing the overall treatment goal. Each objective must describe how progress will be measured, how the task will be learned/accomplished and the criteria that, when met, will indicate a change in behavior. One template of a measurable objective is, "Child or Youth will progress from <old behavior/ability> to <new behavior/ability> in <length of time> as measured by <how goal/objective will be measured>."

Discharge Criteria: Behavioral and functional indicators that verify completion of the treatment goals, e.g., reported reduced symptoms of depression, returned to previous level of effective functioning, identified negative self-talk, eliminated negative self talk, increased positive self talk, enjoyed regular social interaction with peers for at least two weeks, improved self-acceptance, completed treatment goals, demonstrated improvement in all problem areas, conquered fear of social situations, implemented coping strategies for anxiety, applied useful techniques to maintain satisfactory functioning level, reported improved mood, evident improvement in self-esteem.

Discharge Plan: Describes the steps planned for the child or youth recipient after this Treatment Plan is finished.

Attachment Z: Policy and Practice Standards for Well-Being

Child well-being includes all aspects of screening, assessing and meeting the physical, mental health, and educational needs of a child or youth. Child well-being also includes maintaining a child or youth's connectedness to family, supportive relationships, and the community (including a religious or spiritual community). Staff and treatment parents shall receive information regarding the agency policy and procedures concerning child well-being. The role of staff and treatment parents includes providing transportation to appointments and communicating with the team to ensure services are obtained as needed.

Staff and Treatment Parent's Role in Treatment Planning:

- Ensure the child or youth is afforded the opportunity to participate in treatment planning;
- Ensure the child or youth's cultural background is considered in treatment planning;
- Ensure the child or youth's needs are addressed in the services being provided;
- Ensure cooperation between the employees of the foster care agency, the foster care parent, the child and the family of the child in meeting the goals of the child's treatment plan.

Staff and Treatment Parent's Role in Child Well-Being Regarding Education:

Staff and treatment parents are a valuable and important resource in supporting the child and youth's well being and educational progress and goals as they assist with the following:

- Encourage and monitor completion of homework assignments;
- Attend parent teacher's conference (also include the biological parent whenever possible);
- Attend IEP meetings and share information including ensuring the child's educational needs are addressed in the IEP goals;
- Keep the child welfare worker apprised of the educational progress and needs of the child or youth;
- Work with the school regarding day-to-day school attendance and academic performance;
- Maintain records regarding educational progress and a copy of the current IEP.

Staff and Treatment Parent's Role in Child Well-Being Regarding Transition Planning:

- Provide life skill development opportunities in the home and support the youth in obtaining services which teach independent living skills;
- Support youth in transitioning from placement to independent living by providing information and help in developing a plan for further education, vocational schooling or employment and safe and stable housing;
- Ensure the youth is involved in developing own transition plan.

Staff and Treatment Parent's Role in Child Well-Being Regarding Permanency and Preserving Connections:

- Support the child or youth with birth family connections whenever possible;
- Support the child or youth with positive social connections including friends, community and cultural connections;
- Support the child or youth in their connection to a religious or spiritual community;
- Specialized Foster Care Agency shall provide staff and treatment parents with historical information needed to help preserve existing connections.

Staff and Treatment Parent's Role in Child Well-Being Regarding Medical, Mental Health and Dental Care:

- Ensure the child receives mental/behavioral health and trauma screening and necessary referrals for assessment and treatment;
- Staff and treatment parents will follow the prescribed directions of a qualified medical provider, who is designated by the parent and/or the child or youth's child welfare worker, when administering medication;
- Staff or treatment parents shall not discontinue or in any way change the medication provided to a child or youth unless directed to do so by a qualified medical professional;
- At all times, staff or treatment parents will keep the assigned child welfare worker apprised of the child or youth's physical needs, and of any change in medication or treatment;
- Ensure child or youth receives required screenings, immunizations, medical and dental check ups and treatment;
- Keep a record of health information, appointments and treatment received.

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 "Indemnatee") 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 Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

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 coverage for physical/sexual abuse and molestation.
- b. 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. 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

- 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, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

- a. The policy shall contain a waiver of subrogation against the State of Nevada.
- b. The 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.

4. Professional Liability (Errors and Omissions Liability)

The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

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maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- 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 | <u>Administrator, Division of Child and Family Services</u> Title |

ATTACHMENT CC
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

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

And

Hereinafter referred to as "Business Associate".

PURPOSE. In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), 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 Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and 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 HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, 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 Regulations; and

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

WHEREAS, HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information;

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.

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
2. The following terms shall have the meaning ascribed to them in this Section:
 - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 - c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
 - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, 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 HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
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 HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. 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 HIPAA Regulations.
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 HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes 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 immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted by law. 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 Regulations.
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 HIPAA Regulations, by the Business Associate or its agents or subcontractors. 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 HIPAA Regulations. 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 or its agent or subcontractor 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 or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations 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 HIPAA Regulations 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 HIPAA Regulations, 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 creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, and 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 by the Business Associate or its agents or subcontractors of HIPAA Regulations 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 HIPAA Regulations.
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 Regulations.
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 creates, receives, maintains, 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 HIPAA Regulations. 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 in HIPAA Regulations.

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; 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 who 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 HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY 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 HIPAA Regulations, if done by the Covered Entity.
- 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 HIPAA Regulations.
- 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.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

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 HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization in accordance with HIPAA Regulations 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 HIPAA Regulations, 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 Regulations, 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 HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, 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 Regulations. 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 Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations 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 by the Contract.

ATTACHMENT DD

SPECIALIZED FOSTER CARE RATE SCHEDULE EFFECTIVE: JULY 1, 2009

| Age 0-12 | | |
|-------------------------|-------------------|---------------------|
| | Daily Rate | Monthly Rate |
| Specialized Foster Care | \$ 18.10 | \$ 550.54 |
| Board and Care | \$ 20.86 | \$ 634.49 |
| Subtotal | \$ 38.96 | \$ 1,185.03 |
| Personal Incidentals | \$ 0.36 | \$ 11.00 |
| Clothing | \$ 1.23 | \$ 37.50 |
| Subtotal | \$ 1.59 | \$ 48.50 |
| Total | \$ 40.55 | \$ 1,233.53 |

| Age 13-Over | | |
|-------------------------|-------------------|---------------------|
| | Daily Rate | Monthly Rate |
| Specialized Foster Care | \$ 18.10 | \$ 550.54 |
| Board and Care | \$ 22.85 | \$ 695.02 |
| Subtotal | \$ 40.95 | \$ 1,245.56 |
| Personal Incidentals | \$ 0.72 | \$ 22.00 |
| Clothing | \$ 1.85 | \$ 56.25 |
| Subtotal | \$ 2.57 | \$ 78.25 |
| Total | \$ 43.52 | \$ 1,323.81 |

Specialized Foster Care

Administration; Case Management; Crisis Triage, Provider Competency Training; Medication Education, Administration and Monitoring.

Board and Care

Housing and Furnishings, Utilities, Food and Non-Medical Transportation

These rates may be revised upon determination by the Division of Child and Family Services and subsequent approval by the Legislature.

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DIVISION OF CHILD AND FAMILY SERVICES (DCFS)
FISCAL PROCEDURES AND BILLING INSTRUCTIONS
FOR SPECIALIZED FOSTER CARE PROVIDER AGREEMENTS
CUSTODY AND NON-CUSTODY CHILDREN

I. FISCAL INFORMATION

Custody

1. PROVIDER agrees to make immediate notification to appropriate case manager of any child that has departed or fled the providers care.
2. PROVIDER agrees to use the same name and address listed on the Provider Agreement.
3. PROVIDER agrees to notify the DCFS Contract Manager immediately, in writing, when a PROVIDER name or address change occurs.
4. PROVIDER must maintain adequate financial resources to operate all aspects of PROVIDER'S respective programs for a period of no less than sixty (60) working days.

Non-Custody

1. PROVIDER agrees to make immediate notification to the parent/guardian, placing agency case manager and the DCFS Fiscal Unit of any child that has departed or fled the providers care.
2. PROVIDER agrees to use the same name and address listed on the Provider Agreement, to prevent rejection of voucher by the DCFS Fiscal Unit.
3. PROVIDER agrees to notify the DCFS Contract Monitor immediately, in writing, when a PROVIDER name or address change occurs.
4. PROVIDER must maintain adequate financial resources to operate all aspects of PROVIDER'S respective programs for a period of no less than sixty (60) working days.

II. BILLING INFORMATION

Custody

1. No payment shall be authorized for the day a child departs except that if a child is admitted and released on the same calendar day, payment of one (1) day shall be authorized.

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Non-Custody

1. Providers will submit a monthly invoice to the DCFS Fiscal Unit for children in non-custody for all jurisdictions Statewide in paper format.
2. Providers can obtain a preferred paper billing format from the DCFS Website: <http://www.dcfstate.nv.us/> or by emailing the DCFS fiscal unit at dcfsfiscal@dcfs.nv.gov.
3. The Provider shall only be reimbursed for authorized period of time that is accompanied by an approved Behavioral Health Prior Authorization Request (FH 11-A) Form (page 6) from Nevada Medicaid.
4. No payment shall be authorized for the day a child departs except that if a child is admitted and released on the same calendar day, payment of one (1) day shall be authorized.

General

Billing format templates can be found at http://www.dcfstate.nv.us/DCFS_Forms_Providers.htm.

III. PAYMENT INFORMATION

Custody

1. The Specialized Foster Care, Board and Care along with Personal Incidentals and Clothing will be issued monthly based upon age of the child as outlined in the Rate Schedule.

Non-Custody

1. The Specialized Foster Care plus Board and Care payments will be issued on a monthly based upon age of the child as outlined in the Rate Schedule.

IV. PROVIDER BULLETINS

Custody and Non-Custody

1. DCFS will issue Provider Bulletins to outline fiscal billing procedures, informational items, technical assistance and training which will be available on the DCFS Website; <http://www.dcfstate.nv.us/>

Attachment FF
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



Julia Teska
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: April 16, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Stacey Johnson, Budget Analyst
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– VICTIMS OF CRIME

Agenda Item Write-up:

Victims of Crime FY 2014 3rd Quarter Report and FY 2014 4th Quarter Recommendation

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs a proportional decrease in claim payments.

The 3rd Quarter fiscal year 2014 Victims of Crime Program report states all approved claims were resolved totaling \$20,306,735.23, with \$4,698,362.36 paid out of the Victims of Crime Program account and \$15,608,372.87 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$8.1 million to help defray crime victims' medical costs.

Base on the projections the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 4th quarter of FY 2014.

Statutory Authority:

NRS 217.260.

REVIEWED:
ACTION ITEM:

Brian Sandoval
Governor



Julia Teska
Director

Bryan Nix, Esq.
VOCP Coordinator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Victims of Crime Program

P.O. Box 94525 | Las Vegas, Nevada 89193-4525
Southern Nevada: (702) 486-2740 | www.voc.nv.gov | Northern Nevada: (775) 688-2900

April 11, 2014

RECEIVED

APR 11 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

To: Julia Teska, Clerk, Board of Examiners
From: Bryan Nix, Coordinator, Victims of Crime Program
Re: VOCP 3rd Quarter FY 2014 Report, and 4th Quarter FY 2014 Recommendation

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

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

Claim Payments

The following chart shows claim payments made in FY 2014, by benefit type. As this chart shows the VOCP satisfied **\$20,306,735.23** in victim medical bills and claims for **\$4,698,362.36** of available funding. After bill review and application of Board Policies we have had a total savings of **\$15,608,372.87** over the billed amount in fiscal year 2014.

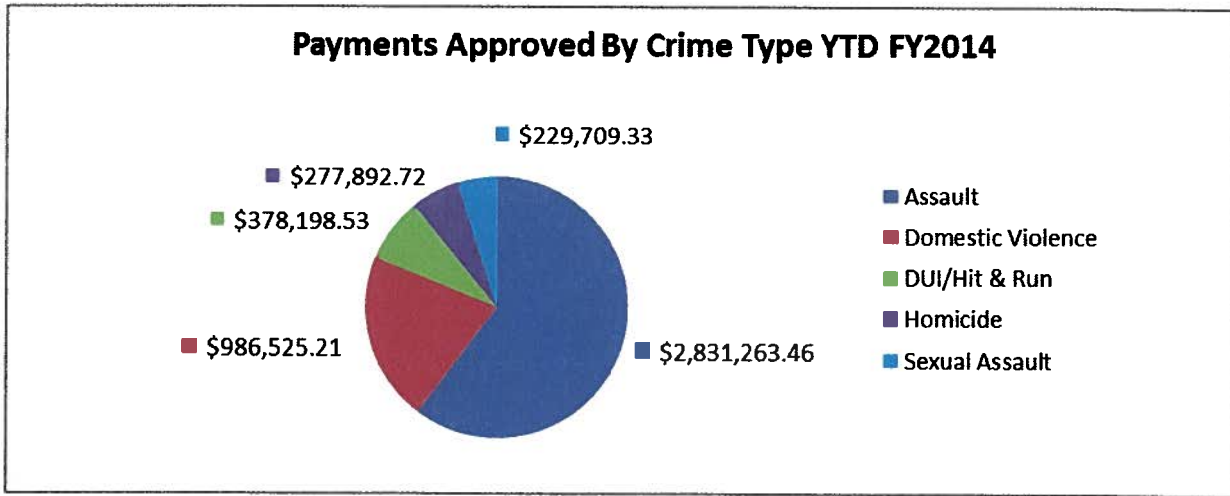
| Payment Amounts by Type Fiscal Year 2014 | | | | |
|---|------------------------|-------------------------------------|------------------------------------|---------------------------------|
| Type of Expense | Number of Bills | Total Victim Bills Submitted | Amount Saved by Bill Review | Amount Paid to Providers |
| Chiropractic | 221 | 120,761.39 | 32,137.01 | 88,624.38 |
| Counseling | 1847 | 627,707.97 | 281,042.79 | 346,665.18 |
| Survivor Benefits | 18 | 21,842.04 | 0.00 | 21,842.04 |
| Dental | 177 | 396,680.89 | 92,377.17 | 304,303.72 |
| Discretionary* | 411 | 324,190.34 | 304.96 | 323,885.38 |
| Funeral Expense | 94 | 219,249.48 | 974.71 | 218,274.77 |
| Lost Wages | 184 | 217,778.03 | 0.10 | 217,777.93 |
| Medical - Hospital | 608 | 10,868,828.49 | 9,839,883.27 | 1,028,945.22 |
| Medical - Other | 2169 | 2,295,897.55 | 1,001,609.39 | 1,294,288.16 |
| Prescription | 403 | 68,821.64 | 3,283.30 | 65,538.34 |
| Physical Therapy | 172 | 96,267.18 | 30,095.27 | 66,171.91 |
| Vision | 96 | 40,605.75 | 7,587.10 | 33,018.65 |
| Pending Priority Three Payments 3rd Quarter 2014 | 408 | 5,008,104.48 | 4,319,077.80 | 689,026.68 |
| Total Payments YTD FY2014 | 6808 | \$20,306,735.23 | \$15,608,372.87 | \$4,698,362.36 |

*Discretionary payments include: Relocations, Temporary Housing, Crime Scene Clean-up, etc.

** There are **\$5,008,104.48** in pending Priority Three Claims (hospital bills, etc), which will be paid **\$689,026.68**, which is 100% of the approved amount.

Victim Payments by Crime Type

The following pie chart shows amounts approved for payment by crime type, during Fiscal Year 2014.



Financial Review

The chart on the next page shows projected revenues and fund balances, including reserves for FY 2014, and recommendations for 4th quarter FY 2014 based on projections. These projections of revenue and anticipated expenses are used for purposes of determining compliance with NRS 217.260 and policies of the Board.

| Financial Position and Fourth Quarter 2014 Projections | |
|--|-----------------|
| Projected Funds Available for Payments FY14 Less 45 Day Reserves | \$12,806,610.90 |
| Less: 1st Quarter Payments | \$1,435,054.79 |
| Less: 2nd Quarter Payments | \$1,777,962.74 |
| 3rd Quarter Priority 1 & 2 Payments | \$796,318.15 |
| 3rd Quarter Priority 3 Payments | \$689,026.68 |
| Total 3rd Quarter Payments | \$1,485,344.83 |
| Projected Funds Available for Remainder of FY14 Less 45 Day Reserves | \$8,108,248.54 |
| Projected Payments 4th Quarter FY14* | \$1,544,738.07 |
| Projected Funds Remaining After Payments - Add to FY15 Reserves | \$6,563,510.47 |
| Recommended Priority 3 Payment Percentage 4th Quarter FY14 | 100% |
| *Average of last 6 quarters | |

As required, a 45 day operating expense reserve of \$974,549.10 is maintained to cover up to 45 days of victim's claims and administrative expenses.

The increased level of claims paid in FY 2010 resulted in a 52.8% increase in the Federal Grant awarded to Nevada in FY 2012. This allowed us to increase our reserves to an amount sufficient to see us through the current economic downturn. Our reserves for future claims stand at \$6.5 million. We expect to use these reserves over the next five years as the amount of our Federal Grant decreases.

Our current financial review shows that we have sufficient funding to cover remaining 3rd quarter Priority Three payments at 100%, and we are projecting sufficient funds to continue paying all claims at 100% in the fourth quarter of fiscal year 2014.

Recommendation

We are projecting Priority One and Two payments totaling **\$822,992.03** and projected Priority Three payments totaling **\$721,746.04**, for a total expense of **\$1,544,738.07** for the 4th quarter.

After reserving **\$974,549.10** for 45 days operating expenses, our budget shows VOCP revenues and reserves available for 4th quarter total **\$8,108,248.54**.

Based on these projections the VOCP recommends paying Priority One and Two and Three claims at **100%** of the approved amount for the 4th quarter of FY 2014.

Brian Sandoval
Governor



Julia Teska
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: April 28, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: John Borrowman, Budget Analyst *JBB*
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:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to purchase one vehicle for \$26,550 to replace a vehicle that was totaled in an accident. This unbudgeted purchase will be funded with insurance recoveries and Reserves.

Additional Information:

The department seeks approval to replace a vehicle that was involved in an accident, resulting in the vehicle being totaled. This vehicle is used by the Department of Public Safety, Parole and Probation Division.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: *JBB*
ACTION ITEM: _____

STANDARD PAGE ~ ALTERNATE FUEL 8037

(Use separate page for each package)

CARSON CITY TOYOTA
SCION

| | | |
|---|--|---------------------------------|
| Specify State's Vehicle Item Number: 1.2 | | |
| <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small> | | |
| Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: | Base Price for RENO/CARSON CITY | Base Price for LAS VEGAS |
| 2014.5 Toyota Camry Hybrid LE 2559 | \$26,073.00 | \$26,323.00 |
| State vehicle miles per gallon (MPG): 43 city / 39 highway | | |
| State manufactures warranty: 36 mo or 36,000 mile ltd comp warranty 60 mo or 60,000 miles drive train 96 mo 100,000 mile hybrid | | |
| battery, battery cont. module hybrid cont. module inverter with converter | | |
| State vehicle miles per gallon (MPG): | | |
| Specify alternate engine size and emission rating: 1.5 liter dohc vvti 4cyl elecpermanent magnetic ac synchronous motor atpzev | | |
| Includes Minimum Standard Equipment Listed: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions: | | |
| star safety system includes enhanced vehicle stability control , traction control, 4 wheel anti lock brakes, electronic brake force distribution brake assist | | |
| smart stop technology, daytime running lights, tire pressure monitor system, battery saving feature, engine immobilizer, smart key on front doors with | | |
| push button start and remote illuminated entry, power windows with driver side auto up down jam protection in all positions and retained power feature | | |
| cruise control, covered center console with sliding arm rest and storage, illuminated glove compartment, dual sun visors with sliding extensions | | |
| two front and two rear cup holders and four rear bottle holders, dual zone automatic climate control with air filter electric compressor humidity sensor | | |
| and rear seat vents washer linked intermittent windshield wipers | | |
| | | |
| Exterior Color: List available colors: | | |
| white, titanium metallic, magnetic gray desert sand Barcelona red jasper pearl, blue ribbon | | |
| | | |
| Seats, Cloth: List available colors: | | |
| bisque, ash | | |
| | | |
| GVW: | WHEELBASE: | |
| (When Applicable) | (When Applicable) | |

OPTION PACKAGE PAGE ~ ALTERNATE FUEL 8037

(Use separate page for each package)

CARSON CITY TOYOTA

Specify State's Vehicle Item Number: 1.2

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Option Package Name/Code:

\$

List Equipment Features Below:

FE 50 State Emissions: No Charge

2Q All Weather Mats: \$ 165.00

CF Carpet Floor Mats: \$ 199.00

CALL DANA WHALEY TO FIND OUT ABOUT FACTORY REBATES

4

ITEMIZED OPTION PAGE ~ ALTERNATE FUEL 8037

(Use separate page for each package)

CARSON CITY TOYOTA

| | | | DEDUCT AMOUNT |
|--|----------|----|---------------|
| ABS Brake System | standard | \$ | \$- |
| Alternate Fuel: | | \$ | |
| CNG Dedicated | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| Air Conditioning | | \$ | \$ |
| Extra Key w/Fob | | \$ | |
| Limited Slip Differential | | \$ | \$ |
| Paint, Metallic | | \$ | \$ |
| Power Mirrors | | \$ | \$ |
| Power Locks | | \$ | \$ |
| Power Seats | | \$ | \$ |
| Power Windows | | \$ | \$ |
| Radio; AM/FM Stereo, Cassette Player | | \$ | \$ |
| Radio; AM/FM Stereo, Cassette Player, CD | | \$ | \$ |
| Rear Window Wiper | | \$ | \$ |
| Seats, Vinyl | | | |
| Vinyl Colors: | | | |
| Skid Plate | | \$ | \$ |
| Tilt Steering | | \$ | \$ |
| Tire, Spare, Full Size | | \$ | \$ |
| Other: | | \$ | \$ |

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 flat fee

5



Travelers-Denver Total Loss
 PO Box 173798
 Denver, CO 80217
 800 227.1538-phone
 877 803.1405-fax

Date: January 10, 2014

Plate ID 55731

Fleet Service Division
 Attention:Lynn
 750 East King Street
 Carson City Nevada 98701

Underwriting Company: **The Travelers Home and Marine Insurance Company**
 Claim No.: HRW9059-001
 Date Of Loss: 12/30/2013
 Insured: Jayme Vines
 Vehicle: 2008 Chevy Malibu LS
 VIN: 1G1ZG57N28F188930

Dear Lynn:

We have inspected your vehicle and have determined that it is a total loss. We have enclosed a copy of the market valuation for your vehicle. The following is a breakdown of the Total Loss settlement figures regarding your property damage claim:

| | | |
|-------------------------|---|--------------------|
| Actual Cash Value | + | \$10,000.00 |
| Tax | + | \$0.00 |
| DMV Transfer Fees | + | \$0.00 |
| Settlement Total | = | \$10,000.00 |

Please use the enclosed self addressed, postage paid envelope to return your signed Certificate of Title along with any extra keys to the vehicle.

If you should have any questions regarding this total loss settlement, please call.

Sincerely,

Linda L Hailey
 (800) 227-1538, ext. 963-7159



COPART
 CAS OPERATIONS ACCOUNT 57.1120
 4810 N. LAMB BLVD.
 NORTH LAS VEGAS, NEVADA 89115

BANK OF AMERICA
 NORTHBROOK, ILLINOIS
 COMMERCIAL DISBURSEMENT ACCOUNT
 70-2328-719

580028

5800284

***** SEVEN HUNDRED 00/100 _____ DOLLAR

PAY
 TO THE
 ORDER
 OF

NEVADA STATE Motor Pool

DATE

2-7-14

AMOUNT

700.-

TWO SIGNATURES REQUIRED IF OVER \$500.00
 VOID IF OVER 6 MONTHS FROM CHECK DATE

[Signature]
Ernest W. [Signature]

FOR:

REF LOT# 13611694
2/07/14 RESCHEDULE

⑈ 5800284 ⑈ ⑆ 071923284 ⑆

8765114173⑈...

TRAVELERS - DENVER PL CLAIM
PL AUTO DAMAGE UNIT
P.O. BOX 173798
DENVER CO 80217-3798

SA06109

883H

19644322

TRAVELERS 

FLEET SERVICES DIVISION ATTN LYNN
750 E KING ST
CARSON CITY NV 89701

DATE: 01/23/14
LOSS DATE: 12/30/13
FILE NUMBER: 292 AD HRW9049 H

CLAIMANT:
/FLEET SERVICES DIVISION

ACCOUNT NAME:
JAYME VINES

THE TRAVELERS HOME AND MARINE INSURANCE COMPANY

EXPLANATION OF PAYMENT

Property Damage Liability \$10000.00
TOTAL PAID \$10000.00

2014 JAN 27 PM 11:28

CARSON CITY

TOTAL LOSS PROPRTY DAMAGE LIMITS OF POLICY ...
2008 CHEVY MALIBU LS- VIN# 188930


FOR ADDITIONAL INFORMATION, CONTACT: JENNIFER TOZIER AT (720)963-7316

023006129

DETACH CHECK

UNSHIM 2-1212
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

TRAVELERS 

883H 19644322

DATE: 01/23/14 ACCOUNT NUMBER: J98 FILE NUMBER: 292 AD HRW9049 H

TEN THOUSAND AND 00/100

PAY TO THE ORDER OF: CARSON CITY NV 89701

VOID IF NOT PRESENTED WITHIN ONE YEAR OF DATE OF ISSUE

PAY \$ 10,000.00 LH

012238 SA06109

Marla Olive
AUTHORIZED SIGNATURE

19644322

03100209

38768306

2

PROPERTY DISPOSITION REPORT

TO:
 NEVADA STATE PURCHASING DIVISION:
 EXCESS PROPERTY MANAGEMENT PROGRAM
 2250 BARNETT WAY
 RENO, NV 89502
 PH: (775) 688-1160 x.227 FAX: (775) 688-1503

FROM:
 Agency Name: Motor Pool
 Address: 750 E King St Carson City
 Phone: 775 684-1880 Fax: 775 684-1888
 Property Location: 7060 La Cienega St Las Vegas
 Contact: Lyn Phone: 775 684-1881

DISPOSITION OF EXCESS, BEYOND REPAIR, STOLEN/LOST OR TRANSFERRED/DONATED PROPERTY
 Please complete a separate report for each disposition action requested. Please provide a complete description of property including condition, State I.D. # (if applicable) and budget account from which the property was originally purchased.

- EXCESS** to the needs of this department. Request pick up of property. Point of contact and telephone number are provided.
 Please fax to (775) 688-1503
- BEYOND REPAIR:** Recommend property be junked. Provide detailed explanation as to condition. REMOVAL OF PROPERTY TO BE AT AGENCIES EXPENSE OR CONTACT BUILDINGS AND GROUNDS.
- STOLEN/LOST/MISSING:** Please attach a police report or other documentation to describe circumstances.
- DONATION:** Please provide explanation of property condition, name of organization, and proof of organization's tax-exempt status, if donating. Agency must obtain a signature from organization receiving property. **AGENCY MUST HAVE PRIOR AUTHORIZATION BEFORE DONATING PROPERTY.**
- STATE I.D. TAG REQUEST:** Duplicate _____ New _____
 If NEW, please provide the agency account coding and a copy of the invoice for all items needing a new tag.
 FUND _____ AGENCY _____ APPR UNIT _____ OBJECT _____ LOC CODE _____ COST _____
- TRANSFER:** From LOC CODE _____ To LOC CODE _____
 Signature of Receiving Agency _____ Date _____
- OTHER:** Please provide detailed explanation.

REMINDER: REMOVE ALL TAGS PRIOR TO DONATION OR DISPOSAL.

| STATE I.D. | DETAILED DESCRIPTION OF PROPERTY | OFFICE USE ONLY | |
|------------|--|-----------------|-------------|
| | | RC 62100 Doc | Warehouse # |
| 303181 | 2008 Chevy Malibu | | |
| | VIN 1G1ZG57N28F188930 | | |
| | vehicle totaled in accident received check from insurance co | | |
| | | | |
| | | | |
| | | | |

Lyn Letarti _____ Administrative Asst IV _____ 1/21/14
 Person completing this form _____ Title _____ Date _____
 _____ Administrator _____ 1/21/14
 Approving Authority _____ Title _____ Date _____

FOR PURCHASING USE ONLY

Screened By _____ Date _____ Estimated Pick Up Date _____

Rev. 10/2007



Q

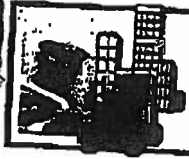
**DIVISION OF PAROLE AND PROBATION
SOUTHERN COMMAND**

MEMORANDUM

DATE: January 2, 2014
TO: Lyn Latarti- Motor Pool
FAX: (775) 684-1888 (4 pages)
FROM: B. Zana
RE: EX55731

Attached please find a Vehicle Accident Report submitted by Officer Paul Martinez. Officer Martinez reports that while working in an official capacity he parked his state vehicle in front of 1067 Deangels Dr in Las Vegas. While the vehicle was parked David Vines impacted the rear of the vehicle with his Ford Mustang. There was severe damage sustained to the vehicles drivers side rear-end necessitating the vehicle be towed to the state motor pool lot. NHP responded and furnished an accident exchange form. If you have any questions please do not hesitate to contact me at (702) 486-5223.

Thanks.
Sgt. Brian Zana CPM
DPS/Parole and Probation
Southern Command
702) 486-5223



Department of Administration RISK MANAGEMENT



VEHICLE ACCIDENT REPORT

INSTRUCTIONS:

- COMPLETE as much information as possible at the scene.
- REPORT all accidents involving third parties, whether or not there is damage or injury.
- COOPERATE with investigating officer(s) and the State's adjuster(s).

WITHIN 48 HOURS:

- ✓ Send original to AG's Office Claims Manager, 100 N. Carson St., Carson City, NV 89710
- ✓ Send copy to Risk Management Claims Manager, 201 S. Rook St., Suite 201 Carson City NV 89701

Date of Accident 12/30/12 Time 20:30

OUR INFORMATION:

Driver's Name Paul Martinez Agency DPS/DIVISION OF P+P/LAS VEGAS

Office Address 215 E. Bonanza Pl Bus. Phone 486-9727

Driver's Lic. No. 1702232333 State NV Expiration Date 11/4/16

Contact Person BRIAN ZARR Title SGT. Phone 702-486-5223

Is this a MOTOR POOL Vehicle? YES Vehicle ID No. (VIN) 1G17G57N88F188915

Plate No. EX 55731 Year 2008 Make CHEV Model MALIBU

Location of vehicle 1067 Paradise Pl, 89015

Location of Accident 1067 Paradise Pl, 89015

Describe Damage to State Vehicle: Windshield Damage only? NO If NO describe damage Major rear end damage.

Accident Reported to (NHP, Metro, Reno P.D., etc.) NHP Report # 131202721 Citations Issued? NO

If Yes, explain: PENDING REPORT FROM NHP. REPORT TAKEN 12/31/2013

| | |
|------------------------------|-----------|
| For Budget Division Use Only | |
| Reviewed by: | 2014-23-N |
| Reviewed by: | |
| Reviewed by: | |

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health & Human Services
Aging & Disability Services Division, Early Intervention Services
1020 Ruby Vista Drive, Suite 102
Elko, Nevada 89801
contact: Martha Schott-Bernius phone 775.753.1214 email mschott@adsd.nv.gov

2. Name of Landlord (Lessor): O'Flaherty Rentals, LLC

3. Address of Landlord: 965 Pioche Highway
Ely, Nevada 89301

4. Property contact: John O'Flaherty
phone 775.289.2801 fax 775.289.8183 email oflahertyph@sbcglobal.net

5. Address of Lease property: 1500 Avenue F, Suite B
Ely, Nevada 89301

a. Square Footage: Rentable Usable 728

b. Cost:

| cost per month | # of months in time frame | cost per year | time frame | cost per square foot |
|----------------|---------------------------|---------------|-----------------------------|----------------------|
| \$924.56 | 12 | \$11,094.72 | June 1, 2014 - May 31, 2015 | \$1.27 |
| 0% \$924.56 | 12 | \$11,094.72 | June 1, 2015 - May 31, 2016 | \$1.27 |
| 2% \$946.40 | 12 | \$11,356.80 | June 1, 2016 - May 31, 2017 | \$1.30 |
| 0% \$946.40 | 12 | \$11,356.80 | June 1, 2017 - May 31, 2018 | \$1.30 |
| 2% \$960.96 | 12 | \$11,531.52 | June 1, 2018 - May 31, 2019 | \$1.32 |

Increase %

c. Total Lease Consideration: 60 \$56,434.56

d. Option to renew: Yes No 90 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: 3208

6. Purpose of the lease: To house the Early Intervention Services

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 long term lease includes a space increase of 360 sq ft or 97.83% and a weighted average cost savings of \$0.07 per sq ft over the term.

Exceptions/ Special notes: This long term Lease replaces the month to month Lease, negotiated upon the receipt of a "Notice to Vacate" letter from the previous Lessor.

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APR 18 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

lease #1


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

| | | |
|---|---|-------------------|
| a. Nevada Business ID Number: | <u>NV20071746105</u> | <u>11/30/2014</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>T80682360</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 _____ Date 4/15/14
Public Works Division, Buildings and Grounds Section


Authorized Signature - Agency _____ Date 4/9/14

II
For Board of Examiners YES NO

| | | |
|------------------------------|--------------------|--------|
| For Budget Division Use Only | | |
| Reviewed by: | <i>[Signature]</i> | 4/8/14 |
| Reviewed by: | | |
| Reviewed by: | | |

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Welfare and Supportive Services
 1470 College Parkway
 Carson City, Nevada 89706
 contact Don Coston phone (775) 684-0652 fax (775) 684-0656 email dxcoston@dwss.nv.gov

2. Name of Landlord (Lessor): City of Las Vegas

3. Address of Landlord: 333 North Rancho Drive, 8th Floor
 Las Vegas, Nevada 89106

4. Property contact: Robin Yoakum
 phone (702) 229-1022 fax (702) 464-2522 email ryoakum@LasVegasNevada.gov

5. Address of Lease property: 1040 West Owens Avenue
 Las Vegas, Nevada 89106

a. Square Footage: Rentable Usable 30,840

b. Cost:

| cost per month | # of months in time frame | cost per year | time frame | Approximate cost per square foot |
|------------------|---------------------------|---------------|-----------------------------|----------------------------------|
| \$30,418.98 | 12 | \$365,027.76 | June 1, 2014 - May 31, 2015 | \$0.99 |
| \$30,418.98 | 12 | \$365,027.76 | June 1, 2015 - May 31, 2016 | \$0.99 |
| 2.5% \$31,179.45 | 12 | \$374,153.40 | June 1, 2016 - May 31, 2017 | \$1.01 |
| \$31,179.45 | 12 | \$374,153.40 | June 1, 2017 - May 31, 2018 | \$1.01 |
| 2.5% \$31,958.94 | 12 | \$383,507.28 | June 1, 2018 - May 31, 2019 | \$1.04 |

c. Total Lease Consideration: 60 \$1,861,869.60

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)

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: 3233

6. Purpose of the lease: To house the Division of Welfare and Supportive Services

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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 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET DIVISION

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This five year gross modified lease extension was negotiated to allow the agency to remain at the current location, with minimal rent increases over the term. The Tenant is responsible for the janitorial, electricity, gas, water and sewer expenses. For comparison, adding ancillary costs of \$0.31, the effective gross rental rate is \$1.30 per square foot years 1 and 2, estimated \$1.32 year 3 and \$1.35 years 4 and 5.

**Exceptions/
 Special
 notes:**

1 on sheet 2

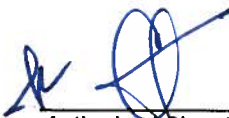
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

| | | | |
|--|---|------------------------------|--|
| a. Nevada Business ID Number: | <u>EXEMPT</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 | | | |
| 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>T40277602</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 _____ Date 1-4-14

 Public Works Division, Buildings and Grounds Section



 Authorized Signature - Agency _____ Date 3/31/14

do For Board of Examiners YES NO

| | |
|------------------------------|----------------|
| For Budget Division Use Only | |
| Reviewed by: <i>JKS</i> | <i>4/15/14</i> |
| Reviewed by: | |
| Reviewed by: | |

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Nevada Highway Patrol
For Billing: Attention Fiscal
555 Wright Way
Carson City, NV 89701
Jennifer Bauer (775) 684-4698; jbauer@dps.state.nv.us

2. Name of Landlord (Lessor): Wood, Nathan & Yuko

3. Address of Landlord: 3205 Susan Avenue, Marina, California 93933-2630
PO Box 249, Hawthorne, Nevada 89415

4. Property contact: Nathan Wood (831) 760-2940
montereybaybuilder@sbcglobal.net

5. Address of Lease property: 1085 Highway 95
Hawthorne, Nevada 89415

a. Square Footage: Rentable Usable 882

b. Cost:

| cost per month | # of in time frame | cost per time frame | time frame | aproximate cost per square foot |
|--|--|---------------------|-----------------------------|--|
| \$1,525.00 | 12 | \$18,300.00 | June 1, 2014 - May 31, 2015 | \$1.73 |
| \$1,525.00 | 12 | \$18,300.00 | June 1, 2015 - May 31, 2016 | \$1.73 |
| 2% \$1,556.00 | 12 | \$18,672.00 | June 1, 2016 - May 31, 2017 | \$1.76 |
| c. Total Lease Consideration: | | 36 | \$55,272.00 | |
| 0% \$1,556.00 | 12 | \$18,672.00 | June 1, 2017 - May 31, 2018 | \$1.76 |
| 2% \$1,587.00 | 12 | \$19,044.00 | June 1, 2018 - May 31, 2019 | \$1.80 |
| 0% \$1,587.00 | 12 | \$19,044.00 | June 1, 2019 - May 31, 2020 | \$1.80 |
| c. Option Period 1 Consideration: | | 36 | \$56,760.00 | |
| d. Option to renew: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 90 | Renewal terms: | One (1) Pre-negotiated option to renew |
| e. Holdover notice: | Yes | 30 | Holdover terms: | 5%/90 |
| f. Term: | Three (3) years | | | |
| g. Pass-thrus & CAMS: | None | | | |
| h. Utilities: | <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant | | | |
| i. Janitorial: | <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input checked="" type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see remarks) | | | |
| j. Major repairs: | <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant | | | |
| k. Minor repairs: | <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant | | | |
| l. Taxes: | <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> 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: | 4713 | | | |

6. Purpose of the lease: To house the Nevada Highway Patrol.

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: N/A Furnishings: N/A Data/Phones: N/A

Remarks: This 3 year Full Service Lease represents a minimal \$0.04 weighted average cost increase per square foot over the previous gross modified lease that did not include utilities or janitorial, and provides one option for a second 36 month term.

Exceptions/Special notes: New carpet will be installed within 6 months of commencement of this new lease. Tenant is responsible to move the furniture.

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APR 09 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

10020#3


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:


| | | | | |
|--|---|------------------|--|--|
| a. Nevada Business ID Number: | <u>NV20131488614</u> | <u>8/31/2014</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"/> | | <input type="checkbox"/> LP <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>T29005790</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 4-9-14



 Authorized Signature - Agency
 Date 4/8/14

||
 For Board of Examiners YES NO

| | |
|---------------------------------|---------|
| For Budget Division Use Only | |
| Reviewed by: <i>[Signature]</i> | 4/15/14 |
| Reviewed by: <i>[Signature]</i> | 4/16/14 |
| Reviewed by: | |

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety, Nevada Highway Patrol
555 Wright Way
Carson City, Nevada 89711
Contact: Jennifer Bauer 775.684.4698 fax 775.684.4809 jbauer@dps.state.nv.us

2. Name of Landlord (Lessor): Eureka County

3. Address of Landlord: Public Works Department
PO Box 714
Eureka, Nevada 89316

4. Property contact: Theodore Beutel, Esq
775.237.5315 fax 775.237.6005 tbeutel@eurekanv.org

5. Address of Lease property: Eureka County Administrative Facility
701 South Main Street
Eureka, Nevada 89316

a. Square Footage: Rentable
 Usable 243

b. Cost:

| cost per month | # of months in time frame | cost per year | time frame | cost per square foot |
|----------------|---------------------------|---------------|------------------------------|----------------------|
| \$304.00 | 12 | \$3,648.00 | June 1, 2014 - May 31, 2015 | \$1.25 |
| \$304.00 | 12 | \$3,648.00 | June 1, 2015 - May 31, 2016 | \$1.25 |
| \$304.00 | 12 | \$3,648.00 | June 1, 2016 - May 31, 2017 | \$1.25 |
| \$304.00 | 1 | \$304.00 | June 1, 2017 - June 30, 2017 | \$1.25 |

Increase % 0% 0% 0% 0%

c. Total Lease Consideration: 37 \$11,248.00

d. Option to renew: Yes No 90 Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Three (3) Years, One (1) Month

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: 4713

6. Purpose of the lease: To house the Nevada Highway Patrol

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: As a result of an eviction letter from the current landlord, this lease was negotiated at the current rate of \$1.25 per square foot, and includes an increase in square footage occupied.

Exceptions/ Special notes:

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APR 14 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

100.00044


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

| | | | | | |
|---|------------------|---|------------------------------|--|------------------------------|
| a. Nevada Business ID Number: | <u>EXEMPT</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 checked="" type="checkbox"/> YES | | <input 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 type="checkbox"/> YES | | <input checked="" 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>T80975988</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 |

 4-9-14
Authorized Signature Date
Public Works Division, Buildings and Grounds Section

 4/9/14
Authorized Signature - Agency Date

II
For Board of Examiners YES NO

| | |
|---------------------------------------|----------------|
| For Budget Division Use Only | |
| Reviewed by: <i>C. D. [Signature]</i> | <i>4/14/14</i> |
| Reviewed by: | |
| Reviewed by: | |

STATEWIDE LEASE INFORMATION

1. Agency: Department of Wildlife
4600 Kietzke Lane, Suite D-137
Reno, Nevada 89502
Contact: Bob Haughian 775.688.1580 fax 775.688.1207 bhaughain@ndow.org

2. Name of Landlord (Lessor): Eureka County

3. Address of Landlord: Public Works Department
PO Box 714
Eureka, Nevada 89316

4. Property contact: Theodore Beutel, Esq
775.237.5315 fax 775.237.6005 tbeutel@eurekanv.org

5. Address of Lease property: Eureka County Courthouse
10 South Main Street
Eureka, Nevada 89316

a. Square Footage: Rentable
 Usable 448

b. Cost:

| cost per month | # of months in time frame | cost per year | time frame | cost per square foot |
|----------------|---------------------------|---------------|------------------------------|----------------------|
| \$560.00 | 12 | \$6,720.00 | June 1, 2014 - May 31, 2015 | \$1.25 |
| \$560.00 | 12 | \$6,720.00 | June 1, 2015 - May 31, 2016 | \$1.25 |
| \$560.00 | 12 | \$6,720.00 | June 1, 2016 - May 31, 2017 | \$1.25 |
| \$560.00 | 1 | \$560.00 | June 1, 2017 - June 30, 2017 | \$1.25 |

Increase % 0% 0% 0% 0%

c. Total Lease Consideration: 37 \$20,720.00

d. Option to renew: Yes No 90 Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Three (3) Years, One (1) Month

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: 4461

6. Purpose of the lease: To house the Nevada Department of Wildlife

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: Due to an eviction letter from the current landlord, this lease was negotiated at a savings of \$0.10 weighted average cost per square foot (or 7.74%) over the term, and an increase in size of 138 sq ft, or 44.52%.

Exceptions/ Special notes:

RECEIVED

APR 14 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

100.00# 5

STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

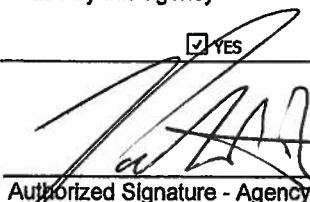
| | | | | | |
|---|---|------------------------------|-------------------------------|--|--|
| a. Nevada Business ID Number: | <u>EXEMPT</u> | | | | |
| b. The Contractor is registered with the Nevada Secretary of State's Office as a: | LLC <input type="checkbox"/> | INC <input type="checkbox"/> | CORP <input type="checkbox"/> | LLP <input type="checkbox"/> | |
| c. Is the Contractor Exempt from obtaining a Business License: | <input checked="" type="checkbox"/> YES | | | <input 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 type="checkbox"/> YES | | | <input checked="" 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>T80975988</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 |

AS

Authorized Signature _____ Date 4/19/14
Public Works Division, Buildings and Grounds Section


Authorized Signature - Agency _____ Date 4/11/14

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: **15468**

| | |
|--|--|
| Agency Name: ATTORNEY GENERAL'S OFFICE | Legal Entity Name: TECHNICAL ASSOCIATES INC |
| Agency Code: 030 | Contractor Name: TECHNICAL ASSOCIATES INC |
| Appropriation Unit: 1038-10 | Address: 9030 STONY POINT PKWY STE 580 |
| Is budget authority available?: Yes | City/State/Zip: RICHMOND, VA 23235-1967 |
| If "No" please explain: Not Applicable | Contact/Phone: null804/272-5363 |
| | Vendor No.: T81020365 |
| | NV Business ID: NV20101363660 |
| 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 % Regulatory Assessments 103800 |

Agency Reference #: **BCP Contract # 10963**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/17/2018**

Contract term: **4 years and 17 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract that provides ongoing expert witness litigation support for financing dockets related to utility company resource acquisition plans and cost recovery. It includes, but is not limited to, utility integrated resource plans, energy supply plans, purchase gas adjustments, and renewable portfolio standards dockets before the Public Utilities Commission of Nevada (PUCN), any board, commission, legislature, or court with jurisdiction over Nevada's regulated utilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$199,400.00**

Payment for services will be made at the rate of \$175.00 per hour maximum

Other basis for payment: All invoices must itemize work performed (by time and date of service) and submitted monthly.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent consumers' interests in matters before the Public Utilities Commission.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Expert assistance and advice that is not available in State agencies is required by the Bureau of Consumer Protection to adequately protect the public interest.

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 experience, expertise, availability, and reasonable rates.

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 contractor has been engaged under contract by the Bureau of Consumer Protection in 1981, 1982, 1984, 1988~2004, 2005~present and all work performed has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | hrobinso | 03/25/2014 16:12:50 PM |
| Division Approval | hrobinso | 03/25/2014 16:12:55 PM |
| Department Approval | hrobinso | 03/25/2014 16:12:59 PM |
| Contract Manager Approval | hrobinso | 04/21/2014 13:28:17 PM |
| Budget Analyst Approval | myoun3 | 04/21/2014 15:15:44 PM |
| BOE Agenda Approval | sbrown | 04/22/2014 15:34:44 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

| | |
|--|---|
| 1. Contract Number: 15155 | Amendment Number: 2 |
| Agency Name: ATTORNEY GENERAL'S OFFICE | Legal Entity Name: Bingham McCutchen LLP |
| Agency Code: 030 | Contractor Name: Bingham McCutchen LLP |
| Appropriation Unit: All Budget Accounts - Category 04 | Address: 3 Embarcadero Center |
| Is budget authority available?: Yes | City/State/Zip: San Francisco, CA 94111 |
| If "No" please explain: Not Applicable | Contact/Phone: null415-393-2000 |
| | Vendor No.: T32002651 |
| | NV Business ID: NV20131670288 |

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 % Statutory Contingency Fund |

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2013**
 Anticipated BOE meeting date **05/2014**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**
 Contract term: **1 year and 264 days**

4. Type of contract: **Contract**
 Contract description: **Outside Counsel**

5. Purpose of contract:
This is the second amendment to the original contract, which continues ongoing legal services in the defense of a lawsuit filed against the State of Nevada/Department of Health and Human Services. This amendment increases the maximum amount from \$388,000 to \$1,513,000 because the services required of this vendor in the defense of this lawsuit have exceeded what was originally requested.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$49,000.00 |
| 2. Total amount of any previous contract amendments: | \$339,000.00 |
| 3. Amount of current contract amendment: | \$1,125,000.00 |
| 4. New maximum contract amount: | \$1,513,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?
 The State of Nevada, Department of Health and Human Services was named in a lawsuit filed by the City and County of San Francisco. Pursuant to NRS 41.03435, which states in part: the Office of the Attorney General may employ special counsel subject to the approval of the State Board of Examiners, if the Attorney General determines at any time prior to trial that it is impracticable, uneconomical or could constitute a conflict of interest for the legal service to be rendered by the Attorney General or a deputy attorney general.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 The Attorney General has decided that it was impracticable and uneconomical to have State of Nevada employees defend the State in this lawsuit.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Pursuant to NAC 333.150, a contract for professional services, including the services of an attorney, do not require a solicitation.

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:
 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 | mradu | 04/02/2014 17:04:26 PM |
| Division Approval | clesli1 | 04/03/2014 08:39:40 AM |
| Department Approval | chowle | 04/03/2014 14:48:09 PM |
| Contract Manager Approval | ngarci1 | 04/03/2014 15:50:05 PM |
| Budget Analyst Approval | myoun3 | 04/18/2014 09:09:24 AM |
| BOE Agenda Approval | cwatson | 04/18/2014 09:15:09 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: **15549**

| | |
|--|--|
| Agency Name: TREASURER - TREASURER'S OFFICE | Legal Entity Name: Hawkins Delafield & Wood LLP |
| Agency Code: 050 | Contractor Name: Hawkins Delafield & Wood LLP |
| Appropriation Unit: 1082-04 | Address: One Chase Manhattan Plaza |
| Is budget authority available?: Yes | City/State/Zip: New York, NY 10005 |
| If "No" please explain: Not Applicable | Contact/Phone: Ronald Grosser 212-820-9423 |
| | Vendor No.: T29014355 |
| | NV Business ID: Pending |

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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Hawkins Delafield & Wood LLP are one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: See Attachment DD - Bond Counsel and Disclosure Counsel Cost Worksheet. (Attachment E from Contractor's Response)

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 226.110.10.b: Employ necessary legal services in connection with the issuance of debt securities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized professional expertise in the sale of securities is needed.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A pool of vendors was selected by the Solicitation evaluation committee based on the vendor's experience and qualification, from review of quantitative and qualifying criteria. Hawkins Delafield & Wood LLP was one of the firms chosen.

d. Last bid date: 02/27/2014 Anticipated re-bid date: 02/28/2018

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:

Hawkins Delafield & Wood LLP was contracted from 2010-2014 with the Treasurer's Office as Bond and/or Disclosure Counsel and has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLP

Pending

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | lchatwo | 04/14/2014 09:41:42 AM |
| Division Approval | lchatwo | 04/14/2014 09:41:46 AM |
| Department Approval | lchatwo | 04/14/2014 09:41:50 AM |
| Contract Manager Approval | jolive2 | 04/14/2014 09:42:54 AM |
| Budget Analyst Approval | sbarkdul | 04/16/2014 06:54:38 AM |
| BOE Agenda Approval | cwatson | 04/16/2014 09:10:15 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: **15543**

| | | | |
|---------------------------------|---------------------------------------|--------------------|--|
| Agency Name: | TREASURER - TREASURER'S OFFICE | Legal Entity Name: | McKenna Long & Aldridge LLP |
| Agency Code: | 050 | Contractor Name: | McKenna Long & Aldridge LLP |
| Appropriation Unit: | 1082-04 | Address: | Sun Trust Plaza, Ste 5300 303 Peachtree St NE |
| Is budget authority available?: | Yes | City/State/Zip: | Atlanta, GA 30308 |
| If "No" please explain: | Not Applicable | Contact/Phone: | Thomas P. Lauth 404-527-4000 |
| | | Vendor No.: | T81201548 |
| | | NV Business ID: | Pending |

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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years and 30 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. McKenna Long & Aldridge LLP are one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: See Attachment DD - Bond Counsel and Disclosure Counsel Cost Worksheet. (Attachment E from Contractor's Response)

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 226.110.10.b: Employ necessary legal services in connection with the issuance of debt securities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized professional expertise in the sale of securities is needed.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A pool of vendors was selected by the Solicitation evaluation committee based on the vendor's experience and qualification, from review of quantitative and qualifying criteria. McKenna Long & Aldridge was one of the firms chosen.

d. Last bid date: 02/24/2014 Anticipated re-bid date: 02/24/2018

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:

McKenna Long & Aldridge LLP was contracted from 2010-2014 with the Treasurer's Office as Bond and/or Disclosure Counsel and has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLP
Pending.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | lchatwo | 04/14/2014 09:38:37 AM |
| Division Approval | lchatwo | 04/14/2014 09:38:40 AM |
| Department Approval | lchatwo | 04/14/2014 09:38:43 AM |
| Contract Manager Approval | jolive2 | 04/14/2014 09:39:23 AM |
| Budget Analyst Approval | sbarkdul | 04/16/2014 06:53:55 AM |
| BOE Agenda Approval | cwatson | 04/16/2014 09:12:13 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: **15542**

| | |
|--|--|
| Agency Name: TREASURER - TREASURER'S OFFICE | Legal Entity Name: Orrick, Herrington & Sutcliffe LLP |
| Agency Code: 050 | Contractor Name: Orrick, Herrington & Sutcliffe LLP |
| Appropriation Unit: 1082-04 | Address: 450 Howard St |
| Is budget authority available?: Yes | City/State/Zip: San Francisco, CA 94105 |
| If "No" please explain: Not Applicable | Contact/Phone: Roger L. Davis 415-773-5758 |
| | Vendor No.: T80917349 |
| | NV Business ID: Pending |

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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Orrick, Herrington & Sutcliffe LLP are one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: See Attachment DD - Bond Counsel and Disclosure Counsel Cost Worksheet. (Attachment E from Contractor's Response)

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 226.110.10.b: Employ necessary legal services in connection with the issuance of debt securities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized professional expertise in the sale of securities is needed.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A pool of vendors was selected by the Solicitation evaluation committee based on their experience and qualification, from review of quantitative and qualifying criteria. Orrick, Herrington & Sutcliffe LLP was one of the firms chosen.

d. Last bid date: 02/27/2014 Anticipated re-bid date: 02/27/2018

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:

Orrick, Herrington & Sutcliffe LLP was contracted from 2010-2014 with the Treasurer's Office as Bond and/or Disclosure Counsel and has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLP

Pending.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | lchatwo | 04/14/2014 09:36:20 AM |
| Division Approval | lchatwo | 04/14/2014 09:36:23 AM |
| Department Approval | lchatwo | 04/14/2014 09:36:27 AM |
| Contract Manager Approval | jolive2 | 04/14/2014 09:38:43 AM |
| Budget Analyst Approval | sbarkdul | 04/16/2014 06:53:33 AM |
| BOE Agenda Approval | cwatson | 04/16/2014 09:09:10 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: **15541**

| | |
|--|---|
| Agency Name: TREASURER - TREASURER'S OFFICE | Legal Entity Name: Sherman & Howard L.L.C. |
| Agency Code: 050 | Contractor Name: Sherman & Howard L.L.C. |
| Appropriation Unit: 1082-04 | Address: 50 W Liberty St, Ste 100 |
| Is budget authority available?: Yes | City/State/Zip: Reno, NV 89501 |
| If "No" please explain: Not Applicable | Contact/Phone: John O. Swendseid 775-323-1980 |
| | Vendor No.: T81201653 |
| | NV Business ID: NV19931003394 |

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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Sherman and Howard are one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: See Attachment DD - Bond Counsel and Disclosure Counsel Cost Worksheet. (Attachment E from Contractor's Response)

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 226.110.10.b: Employ necessary legal services in connection with the issuance of debt securities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized professional expertise in the sale of securities is needed.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A pool of vendors was selected by the Solicitation evaluation committee based on the vendor's experience and qualification, from review of quantitative and qualifying criteria. Sherman & Howard was one of the firms chosen.

d. Last bid date: 02/27/2014 Anticipated re-bid date: 02/27/2018

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:

Sherman & Howard was contracted from 2010-2014 by the Treasurer's Office as Bond and/or Disclosure Counsel and 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:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | lchatwo | 04/10/2014 13:18:25 PM |
| Division Approval | lchatwo | 04/10/2014 13:18:30 PM |
| Department Approval | lchatwo | 04/10/2014 13:18:38 PM |
| Contract Manager Approval | jolive2 | 04/10/2014 13:19:54 PM |
| Budget Analyst Approval | sbarkdul | 04/16/2014 06:53:13 AM |
| BOE Agenda Approval | cwatson | 04/16/2014 09:03:26 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15544**Agency Name: **TREASURER - TREASURER'S OFFICE**Agency Code: **050**
Appropriation Unit: **1082-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Stradling Yocca Carlson & Rauth**Contractor Name: **Stradling Yocca Carlson & Rauth**Address: **275 Hill St, Ste 270**City/State/Zip: **Reno, NV 89501**Contact/Phone: **Scott W. Shaver 775-393-1950**Vendor No.: **Pending**NV Business ID: **NV20131061828**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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years and 30 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Stradling Yocca Carlson & Rauth are one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: See Attachment DD - Bond Counsel and Disclosure Counsel Cost Worksheet. (Attachment E from Contractor's Response)

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 226.110.10.b: Employ necessary legal services in connection with the issuance of debt securities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized professional expertise in the sale of securities is needed.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A pool of vendors was selected by the Solicitation evaluation committee based on the vendor's experience and qualification, from review of quantitative and qualifying criteria. Stradling Yocca Carlson & Rauth was one of the firms chosen.

d. Last bid date: 02/27/2014 Anticipated re-bid date: 02/27/2018

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 | lchatwo | 04/14/2014 09:40:10 AM |
| Division Approval | lchatwo | 04/14/2014 09:40:13 AM |
| Department Approval | lchatwo | 04/14/2014 09:40:18 AM |
| Contract Manager Approval | jolive2 | 04/14/2014 09:42:19 AM |
| Budget Analyst Approval | sbarkdul | 04/16/2014 06:54:17 AM |
| BOE Agenda Approval | cwatson | 04/16/2014 09:06:16 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: 14024 | Amendment Number: 1 |
| Agency Name: DIVISION OF HUMAN RESOURCE MANAGEMENT | Legal Entity Name: DEPARTMENT OF ADMINISTRATION |
| Agency Code: 070 | Contractor Name: DEPARTMENT OF ADMINISTRATION |
| Appropriation Unit: 1363-11 | Address: HEARINGS DIVISION 2200 S RANCHO DR STE 220 |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89102 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/486-2527 |
| | Vendor No.: D08000001 |
| | NV Business ID: Not applicable |

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 % Personnel Assessments |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2013**

Anticipated BOE meeting date 06/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2014**

Termination Date:

Contract term: **3 years and 138 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Hearing Officers**

5. Purpose of contract:

This is the first amendment to the original contract, which provides ongoing Appeals Officers to hear Executive Branch employee "Whistle Blower" complaints and appeals regarding suspensions, demotion, involuntary transfers, and terminations. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$100,000 to \$300,000 due to the continued need for these services. This amendment also revises the Scope of Work to include additional clarification.

6. CONTRACT AMENDMENT

- | | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$100,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$200,000.00 |
| 4. New maximum contract amount: | \$300,000.00 |
| and/or the termination date of the original contract has changed to: | 06/30/2016 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS employees are entitled to a hearing should they be a whistle blower and are retaliated against. Also, employees are entitled to appeal personnel decisions regarding suspensions, demotions, involuntary transfer and terminations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division employees are not qualified as hearing officers.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | csweeney | 04/04/2014 07:36:20 AM |
| Division Approval | csweeney | 04/04/2014 07:36:22 AM |
| Department Approval | csweeney | 04/04/2014 07:36:24 AM |
| Contract Manager Approval | csweeney | 04/04/2014 07:36:26 AM |
| Budget Analyst Approval | cwatson | 04/09/2014 11:52:28 AM |
| BOE Agenda Approval | cwatson | 04/09/2014 11:52:34 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: 12806 | Amendment Number: 2 |
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: TRUGREEN LANDCARE OF NEVADA |
| Agency Code: 082 | Contractor Name: TRUGREEN LANDCARE OF NEVADA |
| Appropriation Unit: 1349-12 | Address: LLC |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89118-3004 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/385-4590 |
| | Vendor No.: T29004589 |
| | NV Business ID: NV20001008059 |

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | | |
|---------------|--------|----------|---------------|---|
| General Funds | 0.00 % | 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? **No** or b. other effective date **01/01/2012**
 Anticipated BOE meeting date **05/2014**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**
 Contract term: **4 years**
 4. Type of contract: **Contract**
 Contract description: **landscaping services**

5. Purpose of contract:
This is the second amendment to the original contract, which continues ongoing landscaping services to the Department of Motor Vehicles, 8250 Flamingo; Department of Motor Vehicles, 4110 Donovan; Department of Health and Human Services, 620 & 628 Belrose; and the Sahara Complex, which consists of the Department of Motor Vehicles, 2701 E. Sahara; Bradley Building, 2501 E. Sahara; and Public Works Division-Buildings and Grounds Section, 2621 E. Sahara, Las Vegas, Nevada; and provides \$10,000 for extra services at the above mentioned buildings and various State buildings in the Las Vegas area as needed and requested and approved by the Buildings and Grounds Section designee. This amendment extends the termination date from June 30, 2014 to December 31, 2015, and increases the contract amount from \$187,096 to \$374,192, to continue ongoing needed services, which includes a corresponding increase to the extra services amount from \$10,000 to \$20,000.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$187,096.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$187,096.00 |
| 4. New maximum contract amount: | \$374,192.00 |
| 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 necessity to keep the grounds outside of State buildings in a clean and safe condition.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and equipment.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Evaluation Committee for RFP#1073 awarded TruGreen LandCare the highest overall weighted score.

d. Last bid date: 07/01/2011 Anticipated re-bid date: 07/01/2013

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:

2008-2014, Buildings & Grounds, service satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign Limited Liability Company**

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 | 03/27/2014 10:24:00 AM |
| Division Approval | csweeney | 03/27/2014 10:24:02 AM |
| Department Approval | csweeney | 03/27/2014 10:24:04 AM |
| Contract Manager Approval | mkossman | 03/27/2014 10:28:01 AM |
| Budget Analyst Approval | jrodrig9 | 03/28/2014 14:28:08 PM |
| BOE Agenda Approval | cwatson | 04/09/2014 11:01:51 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15430**

| | |
|---|---|
| Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION | Legal Entity Name: VARSITY CONTRACTORS INC |
| Agency Code: 082 | Contractor Name: VARSITY CONTRACTORS INC |
| Appropriation Unit: 1349-12 | Address: 2151 CENTURY WAY |
| Is budget authority available?: Yes | City/State/Zip: BOISE, ID 83715 |
| If "No" please explain: Not Applicable | Contact/Phone: null800/507-5084 |
| | Vendor No.: T29004070 |
| | NV Business ID: NV19771003754 |

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 % Building Rent Income Fees |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract that provides ongoing janitorial services, including semi-annual hard floor & carpet cleanings, and annual blind & window cleanings, for the Department of Wildlife and the Department of Agriculture in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$69,333.20**

Other basis for payment: Dept of Wildlife-\$9,630.02 per year; Dept of Agriculture-\$6453.28 per year; Extra Services (as needed only)-\$5,000

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings need to be cleaned.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and equipment.

9. Were quotes or proposals solicited? **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 presented the lowest bid.

d. Last bid date: 02/18/2014 Anticipated re-bid date: 02/18/2018

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:

May 2010 to May 2014 - Buildings and Grounds; Quality of Service - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|-----------|------------------------|
| Budget Account Approval | csweeney | 04/17/2014 15:27:28 PM |
| Division Approval | csweeney | 04/17/2014 15:27:31 PM |
| Department Approval | csweeney | 04/17/2014 15:27:34 PM |
| Contract Manager Approval | mkossmann | 04/17/2014 15:34:13 PM |
| Budget Analyst Approval | cwatson | 04/18/2014 07:13:29 AM |
| BOE Agenda Approval | cwatson | 04/18/2014 07:13:32 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15525**

| | | | |
|--|--|--------------------|---------------------------------------|
| Agency Name: | ADMIN - STATE PUBLIC WORKS DIVISION | Legal Entity Name: | AUSENCO PSI LLC |
| Agency Code: | 082 | Contractor Name: | AUSENCO PSI LLC |
| Appropriation Unit: | 1550-27 | Address: | 1150 Financial Blvd., Suite 10 |
| Is budget authority available?: | Yes | City/State/Zip: | Reno, NV 89502 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null775-828-9595 |
| | | Vendor No.: | |
| | | NV Business ID: | NV19921050131 |
| 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 % | X Bonds | 2.00 % |
| Highway Funds | 0.00 % | X Other funding | 98.00 % |

Transfer from Treasurer - Reallocated Bond Authority

Agency Reference #: 95758

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **60 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 upgrade door control panels at the Lovelock Correctional Center phase I; Project No. 13-M06; Contract No. 95758.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$302,858.00**

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: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | dgrimm | 04/08/2014 11:25:23 AM |
| Division Approval | dgrimm | 04/08/2014 11:25:25 AM |
| Department Approval | dgrimm | 04/08/2014 16:16:54 PM |
| Contract Manager Approval | dgrimm | 04/08/2014 16:16:56 PM |
| Budget Analyst Approval | jrodrig9 | 04/09/2014 12:25:57 PM |
| BOE Agenda Approval | cwatson | 04/11/2014 11:17:31 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15532**

| | |
|---|--|
| Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION | Legal Entity Name: Q&D CONSTRUCTION INC |
| Agency Code: 082 | Contractor Name: Q&D CONSTRUCTION INC |
| Appropriation Unit: 1567-16 | Address: 1050 S 21ST ST |
| Is budget authority available?: Yes | City/State/Zip: SPARKS, NV 89431-5596 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/786-2677 |
| | Vendor No.: T81009604 |
| | NV Business ID: NV19671000639 |
| 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. | |
| <input checked="" type="checkbox"/> General Funds 28.00 % | Fees 0.00 % |
| <input type="checkbox"/> Federal Funds 0.00 % | <input checked="" type="checkbox"/> Bonds 38.00 % |
| <input type="checkbox"/> Highway Funds 0.00 % | <input checked="" type="checkbox"/> Other funding 34.00 % |
| | Transfer from Treasurer - Reallocated Bond Authority |
| Agency Reference #: 98981 | |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**
Contract term: **4 years and 61 days**

4. Type of contract: **Contract**
Contract description: **CMAR-PRE-CON AGR**

5. Purpose of contract:
This is a new contract to provide owner Construction Manager at Risk pre-construction services for advanced planning - Northern Nevada Veterans Home, Project No. 13-P07; Contract No. 98981.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$87,103.00**
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 | 04/09/2014 13:53:00 PM |
| Division Approval | dgrimm | 04/09/2014 13:53:02 PM |
| Department Approval | dgrimm | 04/09/2014 13:53:05 PM |
| Contract Manager Approval | dgrimm | 04/09/2014 13:53:08 PM |
| Budget Analyst Approval | jrodrig9 | 04/11/2014 15:44:34 PM |
| BOE Agenda Approval | cwatson | 04/14/2014 07:40:51 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

| | |
|---|--|
| 1. Contract Number: 15022 | Amendment Number: 1 |
| Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION | Legal Entity Name: VAN WOERT BIGOTTI ARCHITECTS |
| Agency Code: 082 | Contractor Name: VAN WOERT BIGOTTI ARCHITECTS |
| Appropriation Unit: 1567-16 | Address: 1400 S VIRGINIA ST STE C |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89502-2836 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/328-1010 |
| | Vendor No.: T60080600 |
| | NV Business ID: NV19781005709 |

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 | 28.00 % | | Fees | 0.00 % |
| | Federal Funds | 0.00 % | <input checked="" type="checkbox"/> | Bonds | 38.00 % |
| | Highway Funds | 0.00 % | <input checked="" type="checkbox"/> | Other funding | 34.00 % |
| Transfer from Treasurer - Reallocated Bond Authority | | | | | |

Agency Reference #: 86741

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2013**
 Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **3 years and 230 days**

4. Type of contract: **Contract**
 Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the first amendment to the original contract, which provides advanced planning for the Northern Nevada Veterans Home; Project No. 13-P07; Contract No. 86741. This amendment increases the maximum amount from \$1,840,000 to \$1,960,000 to provide specialty consulting for programming and staffing needs for the planned home in accordance with Federal Community Living Center design requirements for federally approved veterans homes.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$1,840,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$120,000.00 |
| 4. New maximum contract amount: | \$1,960,000.00 |

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 | 04/08/2014 11:51:58 AM |
| Division Approval | dgrimm | 04/08/2014 11:52:01 AM |
| Department Approval | dgrimm | 04/08/2014 11:52:04 AM |
| Contract Manager Approval | dgrimm | 04/08/2014 16:18:37 PM |
| Budget Analyst Approval | jrodrig9 | 04/11/2014 15:41:47 PM |
| BOE Agenda Approval | cwatson | 04/14/2014 07:39:24 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15530**

| | |
|--|---|
| Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION Agency Code: 082 Appropriation Unit: 1593-19 Is budget authority available?: Yes If "No" please explain: Not Applicable | Legal Entity Name: CORE CONSTRUCTION SERVICES OF Contractor Name: CORE CONSTRUCTION SERVICES OF Address: NEVADA INC DBA CORE CONSTRUCTN 7150 CASCADE VALLEY CT LAS VEGAS, NV 89128-0455 Contact/Phone: null702/794-0550 Vendor No.: T81092744 NV Business ID: NV19861002524 |
|--|---|

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 % |
| X Highway Funds | 87.50 % | X Other funding | 12.50 % transfer from DMV |

Agency Reference #: 98979

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**
 Contract term: **4 years and 61 days**

4. Type of contract: **Contract**
 Contract description: **CMAR Pre-Con Agr**

5. Purpose of contract:

This is a new contract to provide Construction Manager at Risk pre-construction services for planning for the Sahara Department of Motor Vehicles replacement Building and planning for the Las Vegas Metro building upgrades; Projects 13-P01 and 13-P02; Contract No. 98979.

6. NEW CONTRACT
 The maximum amount of the contract for the term of the contract is: **\$90,440.00**
 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 | 04/08/2014 16:17:35 PM |
| Division Approval | dgrimm | 04/08/2014 16:17:39 PM |
| Department Approval | dgrimm | 04/08/2014 16:17:42 PM |
| Contract Manager Approval | dgrimm | 04/08/2014 16:17:44 PM |
| Budget Analyst Approval | jrodrig9 | 04/11/2014 15:26:13 PM |
| BOE Agenda Approval | cwatson | 04/14/2014 07:37:12 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15527**

| | | | |
|--|--|--------------------|--|
| Agency Name: | ADMIN - STATE PUBLIC WORKS DIVISION | Legal Entity Name: | PURCELL KROB ELECTRICAL PROF |
| Agency Code: | 082 | Contractor Name: | PURCELL KROB ELECTRICAL PROF |
| Appropriation Unit: | All Appropriations | Address: | PK ELECTRICAL INC 681 SIERRA ROSE DR STE B RENO, NV 89511 |
| Is budget authority available?: | No | City/State/Zip: | RENO, NV 89511 |
| If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will be the Account 3708, Expenditure Category 26, VLA Windows Pro 7 Upgrade; Account 3710, Category 26, Oracle application Server License; Account 3763, Category 26, Hardware Printer Network Laser Jet Mono Lite Duty. | | Contact/Phone: | null775/826-9010 |

Vendor No.: T81016802
NV Business ID: NV19961128650

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 % Agency-funded CIP |

Agency Reference #: 96993

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years and 61 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 Department of Corrections site assessments to assess the feasibility of the departments proposed kiosk installation project; Project No. 14-A024; Contract No. 96993.

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 based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

Agency 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 | 04/09/2014 13:11:21 PM |
| Division Approval | dgrimm | 04/09/2014 13:22:13 PM |
| Department Approval | dgrimm | 04/09/2014 13:22:16 PM |
| Contract Manager Approval | dgrimm | 04/09/2014 13:53:26 PM |
| Budget Analyst Approval | jrodrig9 | 04/11/2014 15:50:34 PM |
| BOE Agenda Approval | cwatson | 04/14/2014 07:42:29 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: **15508**

| | |
|--|--|
| Agency Name: DTCA - COMMISSION ON TOURISM | Legal Entity Name: TNS US, LLC |
| Agency Code: 101 | Contractor Name: TNS US, LLC |
| Appropriation Unit: 1522-31 | Address: 302 WEST THIRD ST STE 700 |
| Is budget authority available?: Yes | City/State/Zip: CINCINNATI, OH 85202 |
| If "No" please explain: Not Applicable | Contact/Phone: JOHN PACKER 513-345-2066 |
| | Vendor No.: T32002809 |
| | NV Business ID: NV20141183964 |
| To what State Fiscal Year(s) will the contract be charged? | 2015-2016 |

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 |

Agency Reference #: **RFP # 2066**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**Anticipated BOE meeting date **05/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Domestic Visitor Study**

5. Purpose of contract:

This is a new contract that continues an ongoing domestic visitor profile study allowing the Nevada Commission on Tourism (NCOT) to obtain travel related information from recent Nevada visitors from all 50 US states as identified in a syndicated (multiple partner states) tracking study. NCOT will obtain additional information on cities and attractions visited, activities experienced, along with corresponding expenditures by category (i.e. transportation within the state, gaming, lodging, food and beverage) and competitive analysis of Nevada data against other states' data sets.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$124,500.00**

Other basis for payment: Upon receipt of Vendor's invoice when each milestone is completed and upon NCOT's approval, not to exceed \$61,500 for FY 2015 of the contract (includes \$36,500 for Data Collection, \$5,000 for Data Processing, \$5,000 for Reporting, and \$15,000 for Project Management); not to exceed \$63,000 for FY 2016 of the contract (includes \$38,000 for Data Collection, \$5,000 for Data Processing, \$5,000 for Reporting and \$15,000 for Project Management).

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.260 (Section 8) requires NCOT to compile (or obtain by contract), keep current, and disseminate statistics on travel and tourism in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This study requires specialized online data collection programming/model and objective expertise not available to the agency without this contract.

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 #2066, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 01/29/2014 Anticipated re-bid date: 01/01/2016

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:

The Nevada Commission on Tourism has contracted with this vendor for over 10 years, and the quality of service has been very 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:
 LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | kwilliam | 04/01/2014 14:27:03 PM |
| Division Approval | kwilliam | 04/01/2014 14:27:05 PM |
| Department Approval | kwilliam | 04/01/2014 14:27:06 PM |
| Contract Manager Approval | kwilliam | 04/01/2014 14:27:08 PM |
| Budget Analyst Approval | knielsen | 04/10/2014 10:37:13 AM |
| BOE Agenda Approval | sbrown | 04/10/2014 11:44:46 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: **13753** Amendment Number: **3**
 Agency Name: **GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT** Legal Entity Name: **KPS 3 INC**
 Agency Code: **102** Contractor Name: **KPS 3 INC**
 Appropriation Unit: **1526-11** Address: **50 W LIBERTY ST STE 640**
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89501-1946**
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/686-7439**
 Vendor No.: **PUR0004720**
 NV Business ID: **NV19941094961**
 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.

| | | | | |
|-------------------------------------|---------------|----------------|---|--|
| <input checked="" type="checkbox"/> | General Funds | 93.00 % | Fees | 0.00 % |
| | Federal Funds | 0.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | <input checked="" type="checkbox"/> Other funding | 7.00 % Interagency Transfer from DETR |

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2012**
 Anticipated BOE meeting date 05/2014
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2016**
 Contract term: **3 years and 293 days**

4. Type of contract: **Contract**
 Contract description: **Marketing**

5. Purpose of contract:

This is the third amendment to the original contract, which provides full-service marketing of Nevada and the Governor's Office of Economic Development to local, national, and international decision-makers. Additionally, the agency handles strategy, branding, advertising, web design/development, collateral, and other marketing duties as assigned. The amendment increases the contract value by \$70,000 from \$293,000 to \$363,000 to allow for additional funding GOED received to market the new Emerging Small Business Program and meet other marketing needs through the end of FY14.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$99,000.00 |
| 2. Total amount of any previous contract amendments: | \$194,000.00 |
| 3. Amount of current contract amendment: | \$70,000.00 |
| 4. New maximum contract amount: | \$363,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 231

8. Explain why State employees in your agency or other State agencies are not able to do this work:

GOED does not have the expertise to provide this type of service

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Contracts were solicited through agency RFP#01-13. Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date: 04/01/2014

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:
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 | swoodbur | 04/01/2014 14:34:49 PM |
| Division Approval | swoodbur | 04/01/2014 14:34:52 PM |
| Department Approval | swoodbur | 04/01/2014 14:34:56 PM |
| Contract Manager Approval | ckiser | 04/01/2014 15:19:13 PM |
| Budget Analyst Approval | ekin4 | 04/07/2014 15:17:05 PM |
| BOE Agenda Approval | jborrowm | 04/07/2014 15:19:45 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: **15518**

| | |
|--|--|
| Agency Name: ADMIN - ENTERPRISE IT SERVICES | Legal Entity Name: AT&T |
| Agency Code: 180 | Contractor Name: AT&T |
| Appropriation Unit: 1386-26 | Address: 2700 Watt Ave. Room 3349 |
| Is budget authority available?: Yes | City/State/Zip: Sacramento, CA 95821 |
| If "No" please explain: Not Applicable | Contact/Phone: Michael Pfaff 916 806-4452 |
| | Vendor No.: PUR0005291 |
| | NV Business ID: NV19711002665 |
| 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 |

Agency Reference #: **5587**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/18/2018**

Contract term: **4 years and 18 days**

4. Type of contract: **Contract**

Contract description: **Managed Internet Svs**

5. Purpose of contract:

This is a new contract to provide internet service access to the division of Enterprise Information Technology Services (ETIS) for Northern Nevada EITS customers utilizing AT&T bandwidth services.

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 \$4,005.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

User Agencies must have access to the Internet to provide their clients with Federal, State and local government services throughout the Northern areas of Nevada and this contract will provide broadband services to those agencies.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not equipped to provide Internet 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?

Pursuant to RFP # 3060, 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: 07/08/2013 Anticipated re-bid date: 07/08/2017

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 | csweeney | 04/08/2014 11:27:08 AM |
| Division Approval | csweeney | 04/08/2014 11:27:12 AM |
| Department Approval | csweeney | 04/08/2014 11:27:16 AM |
| Contract Manager Approval | csweeney | 04/08/2014 11:27:22 AM |
| Budget Analyst Approval | ekin4 | 04/14/2014 15:33:10 PM |
| BOE Agenda Approval | cwatson | 04/16/2014 08:19:40 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: **13280** Amendment Number: **3**
 Agency Name: **OFFICE OF VETERAN'S SERVICES** Legal Entity Name: **Westcare Management, Inc.**
 Agency Code: **240** Contractor Name: **Westcare Management, Inc.**
 Appropriation Unit: **2561-04** Address: **3155 River Road South Suite 100**
 Is budget authority available?: **Yes** City/State/Zip: **Salem, OR 97302**
 If "No" please explain: **Not Applicable** Contact/Phone: **Jason McArthur 502-362-5235**
 Vendor No.: **T27007546**
 NV Business ID: **NV20101384894**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|------------------------|----------------|------------------------|----------------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| X Federal Funds | 50.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 50.00 % 50% Private funds |

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/08/2012**
 Anticipated BOE meeting date **05/2014**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2014**
 Contract term: **4 years and 24 days**

4. Type of contract: **Contract**
 Contract description: **Medicare Reporting**

5. Purpose of contract:
This is the third amendment to the original contract, which provides ongoing Medicare and Medicaid accounting, consulting, and billing assistance to the Nevada State Veterans Home. This amendment extends the termination date from May 31, 2014 to May 31, 2016 and increases the maximum amount from \$255,000 to \$495,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$75,000.00 |
| 2. Total amount of any previous contract amendments: | \$180,000.00 |
| 3. Amount of current contract amendment: | \$240,000.00 |
| 4. New maximum contract amount: | \$495,000.00 |
| and/or the termination date of the original contract has changed to: | 05/31/2016 |

II. JUSTIFICATION

7. What conditions require that this work be done?
NRS449.470

8. Explain why State employees in your agency or other State agencies are not able to do this work:
No State employees are able to do this work because of Medicare and Medicaid preparation experience.

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?

Familiar with NSVH; experience in Medicare/Medicaid cost reporting.

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 to Nevada State Veterans Home for the past 8 years. All 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:
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 | kmill15 | 04/15/2014 09:42:22 AM |
| Division Approval | kmill15 | 04/15/2014 09:42:29 AM |
| Department Approval | kmill15 | 04/16/2014 11:00:59 AM |
| Contract Manager Approval | mnobles | 04/16/2014 11:12:43 AM |
| Budget Analyst Approval | ekin4 | 04/16/2014 12:12:32 PM |
| BOE Agenda Approval | cwatson | 04/16/2014 13:24:52 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: **15462**

| | |
|---|--|
| Agency Name: NDE - DEPARTMENT OF EDUCATION | Legal Entity Name: Center for Innovative Technology |
| Agency Code: 300 | Contractor Name: Center for Innovative Technology |
| Appropriation Unit: 2709-56 | Address: 2214 Rock Hill Rd. Ste 600 |
| Is budget authority available?: Yes | City/State/Zip: Herndon, VA 20170-4228 |
| If "No" please explain: Not Applicable | Contact/Phone: null703-689-3044 |
| | Vendor No.: T32002795 |
| | NV Business ID: NV20141203500 |

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: RFP #2064

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/14/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **1 year and 47 days**

4. Type of contract: **Contract**

Contract description: **Nevada 2012 SLDS**

5. Purpose of contract:

This is a new contract to provide and procure, develop/customize and implement a Nevada Statewide Longitudinal Data System with the capacity to create unique state personal identifier for all students, teachers and other people who enter K-12, higher education institutions and/or the work force in Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,150,000.00**

Other basis for payment: As specified per Attachment AA - Negotiated Summary Schedule of Project Costs. Invoicing will be done on a monthly basis. (Note: Contract amount is based on a cost of \$1,969,912 plus incentive fees of \$180,088 for an amount not to exceed \$2,150,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

NDE received a federal grant for implementing Student Longitudinal Data System (SLDS) system linking P-20W in 2012. This federal grant requires the work to be done for implementing the SLDS Linking project.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The required human resources, programmers/developers required for this project may not be available in the project timeline. It would be also difficult for the State agencies to meet the estimated 12-15 months timeline to bring-to-production before the end of the grant period. Using a Vendor COTS solution that has been successfully implemented in Virginia reduces the project risk and time to complete the project.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Pursuant to RFP #2064, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 12/23/2013 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign Non-Profit 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 | lpaulino | 03/25/2014 14:44:36 PM |
| Division Approval | rpawley | 03/27/2014 15:19:42 PM |
| Department Approval | rpawley | 03/27/2014 15:19:45 PM |
| Contract Manager Approval | lpaulino | 03/27/2014 15:25:54 PM |
| DoIT Approval | bbohm | 04/15/2014 09:09:53 AM |
| Budget Analyst Approval | cwatson | 04/21/2014 07:54:08 AM |
| BOE Agenda Approval | cwatson | 04/21/2014 07:54:14 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15514**

| | | | |
|---------------------------------|--|--------------------|--------------------------------------|
| Agency Name: | STATE PUBLIC CHARTER SCHOOL AUTHORITY | Legal Entity Name: | BRUSTEIN & MANASEVIT PLLC |
| Agency Code: | 315 | Contractor Name: | BRUSTEIN & MANASEVIT PLLC |
| Appropriation Unit: | 2711-16 | Address: | 3105 SOUTH ST NW |
| Is budget authority available?: | Yes | City/State/Zip: | WASHINGTON, DC 20007-4419 |
| If "No" please explain: | Not Applicable | Contact/Phone: | Leigh Manasevit 202/965-3652 |
| | | Vendor No.: | T27009273 |
| | | NV Business ID: | NV20141168490 |

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **BRUMAN 2014-16**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **2 years and 61 days**4. Type of contract: **Contract**Contract description: **Fed Program legal sv**

5. Purpose of contract:

This is a new contract to provide legal advice, analysis, mock audits and training on federal education grants compliance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$130,600.00**

Payment for services will be made at the rate of \$300.00 per hour

Other basis for payment: plus travel and expenses

II. JUSTIFICATION

7. What conditions require that this work be done?

We recently became the LEA for 18 schools sponsored by SPCSA (NRS 386.513).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Tied to these dollars are several thousand of pages of rules and requirements that States, school districts, charter schools, postsecondary institutions, and local workforce providers must follow. In an effort to mitigate any potential audit findings from Nevada Department of Education, US Dept of Education, and Department of Justice, we have decided to use the education lawyers that are established in this realm. Brustein & Manasevit, PLLC is recognized for its federal education regulatory and legislative practice. Brustein & Manasevit, PLLC has provided legal advice regarding federal education programs such as the Elementary and Secondary Education Act (ESEA) (also known as the No Child Left Behind Act), the Individuals with Disabilities Education Act (IDEA), the Carl D. Perkins Career and Technical Education Act (CTE) and Workforce Investment Act (WIA), as well as the Higher Education Act. In addition, the firm regularly counsels clients on federal grants management requirements, such as the Education Department General Administrative Regulations (EDGAR) the Office of Management and Budget (OMB) Circulars, and the General Education Provisions Act (GEPA). The firm also assists clients in drafting, proposing and reviewing legislation affecting education.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

The U.S. Department of Education and U.S. Department of Labor currently allocate significant resources for education and workforce development. Tied to these dollars are several thousand of pages of rules and requirements that States, school districts, charter schools, postsecondary institutions, and local workforce providers must follow. The attorneys at Brustein & Manasevit, PLLC:

* Provide opinions and legal advice to help States, school districts and other entities comply with federal rules and requirements.

* Represent entities in audit resolution.

* Advise federal grant recipients on grants management systems.

* Offer legislative services.

Brustein & Manasevit, PLLC has served as legal counsel to or provided advice and opinions to the following types of educational entities:

* State Departments of Education

* Boards of Education

* State Superintendents of Public Instruction

* School Districts (Local Educational Agencies)

* Charter Schools

* Public and Private Universities and Colleges

* Community and Technical Colleges

* Private Educational Service Providers (Educational Management Organizations; Third Party Providers; and Supplemental Educational Service Providers)

* State Workforce Education Agencies

* Educational Advocacy Organizations

* Accrediting Agencies

* Private Auditing Firms

* Education Associations

* Non-profit agencies

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:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | akellog2 | 04/02/2014 15:58:27 PM |
| Division Approval | akellog2 | 04/02/2014 15:58:30 PM |
| Department Approval | akellog2 | 04/02/2014 15:58:36 PM |
| Contract Manager Approval | akellog2 | 04/02/2014 15:58:38 PM |
| Budget Analyst Approval | sbrown | 04/13/2014 08:53:22 AM |
| BOE Agenda Approval | sbrown | 04/13/2014 08:53:25 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: **15424**

| | |
|---|---|
| Agency Name: ADMIN - NEVADA STATE LIBRARY AND ARCHIVES | Legal Entity Name: CARSON CITY LIBRARY |
| Agency Code: 332 | Contractor Name: CARSON CITY LIBRARY |
| Appropriation Unit: 2895-00 | Address: 900 N ROOP ST |
| Is budget authority available?: Yes | City/State/Zip: CARSON CITY, NV 89701 |
| If "No" please explain: Not Applicable | Contact/Phone: null775-887-2244 |
| | Vendor No.: T80993395 |
| | NV Business ID: Not applicable |

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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.

| | | | | |
|---------------|--------|----------|---------------|-----------------------------|
| General Funds | 0.00 % | X | Fees | 100.00 % Member fees |
| Federal Funds | 0.00 % | | Bonds | 0.00 % |
| Highway Funds | 0.00 % | | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **5 years**

4. Type of contract: **Cooperative Agreement**

Contract description: **Network of Libraries**

5. Purpose of contract:

This is a new cooperative revenue agreement which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$341,175.00**

Payment for services will be made at the rate of \$68,235.00 per Fiscal year

Other basis for payment: Annually, the CLAN Board will approve a budget, including member accessed fees and funds to be received from the members of CLAN, which member fee will be paid annually by the Contractor, Carson City Library, to CLAN.

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 379.147-379.150 permits the parties to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

CLAN, created by an agreement under NRS 277.080-279 and NRS 379.150, is a consortium of libraries and related agencies that share vital library and technological resources. In order to meet this goal, member libraries pool their resources and make it economically feasible to do more together than one member on their own.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Not applicable.

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:

CLAN has been doing contracts through Nevada State Library and Archives using cooperative agreements since 1981. Per NRS 379.147-379.150 to permit the parties hereto to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services, which allows for the sharing of resources by all.

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 | csweeney | 03/14/2014 07:28:50 AM |
| Division Approval | csweeney | 03/14/2014 07:28:54 AM |
| Department Approval | csweeney | 03/14/2014 07:28:56 AM |
| Contract Manager Approval | csweeney | 03/14/2014 07:28:58 AM |
| Budget Analyst Approval | ekin4 | 04/03/2014 10:45:21 AM |
| BOE Agenda Approval | jborrowm | 04/07/2014 14:48:28 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15473**

| | | | |
|---------------------------------|--|--------------------|--|
| Agency Name: | ADMIN - NEVADA STATE LIBRARY AND ARCHIVES | Legal Entity Name: | HUMBOLDT, COUNTY OF |
| Agency Code: | 332 | Contractor Name: | HUMBOLDT, COUNTY OF |
| Appropriation Unit: | 2895-00 | Address: | HUMBOLDT COUNTY LIBRARY 85 E 5TH ST |
| Is budget authority available?: | Yes | City/State/Zip: | WINNEMUCCA, NV 89445 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null775-623-6388 |
| | | Vendor No.: | T40139500M |
| | | NV Business ID: | Not applicable |

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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.

| | | | | |
|---------------|--------|----------|---------------|-----------------------------|
| General Funds | 0.00 % | X | Fees | 100.00 % Member fees |
| Federal Funds | 0.00 % | | Bonds | 0.00 % |
| Highway Funds | 0.00 % | | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **5 years**4. Type of contract: **Cooperative Agreement**Contract description: **Network of Libraries**

5. Purpose of contract:

This is a new cooperative revenue agreement that continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$212,805.00**

Payment for services will be made at the rate of \$42,561.00 per Fiscal year

Other basis for payment: Annually, the CLAN Board will approve a budget, including member accessed fees and funds to be received from the members of CLAN, which member fee will be paid annually by the Contractor, Humboldt County Library, to CLAN.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 379.147-379.150 permits the parties to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

CLAN, created by an agreement under NRS 277.080-279 and NRS 379.150, is a consortium of libraries and related agencies that share vital library and technological resources. In order to meet this goal, member libraries pool their resources and make it economically feasible to do more together than one member on their own.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Not applicable.

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:

CLAN has been doing contracts through Nevada State Library and Archives using cooperative agreements since 1981. NRS 379.147-379.150 permits the parties hereto to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services, which allows for the sharing of resources by all.

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 | csweeney | 03/27/2014 16:08:03 PM |
| Division Approval | csweeney | 03/27/2014 16:08:05 PM |
| Department Approval | csweeney | 03/27/2014 16:08:07 PM |
| Contract Manager Approval | csweeney | 03/27/2014 16:08:09 PM |
| Budget Analyst Approval | ekin4 | 04/03/2014 10:41:10 AM |
| BOE Agenda Approval | jborrowm | 04/07/2014 14:49:04 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15425**

| | |
|---|--|
| Agency Name: ADMIN - NEVADA STATE LIBRARY AND ARCHIVES | Legal Entity Name: Nevada Supreme Court Library |
| Agency Code: 332 | Contractor Name: Nevada Supreme Court Library |
| Appropriation Unit: 2895-00 | Address: 201 S. Carson Street |
| Is budget authority available?: Yes | City/State/Zip: Carson City, NV 89701-1662 |
| If "No" please explain: Not Applicable | Contact/Phone: null775-684-1640 |
| | Vendor No.: |
| | NV Business ID: Not applicable |

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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.

| | | | | |
|---------------|--------|----------|---------------|-----------------------------|
| General Funds | 0.00 % | X | Fees | 100.00 % Member fees |
| Federal Funds | 0.00 % | | Bonds | 0.00 % |
| Highway Funds | 0.00 % | | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **5 years**

4. Type of contract: **Cooperative Agreement**

Contract description: **Network of Libraries**

5. Purpose of contract:

This is a new cooperative revenue agreement which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$73,575.00**

Payment for services will be made at the rate of \$14,715.00 per Fiscal year

Other basis for payment: Annually, the CLAN Board will approve a budget, including member accessed fees and funds to be received from the members of CLAN, which member fee will be paid annually by the Contractor, Nevada Supreme Court Library, to CLAN.

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 379.147-379.150 permits the parties to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

CLAN, created by an agreement under NRS 277.080-279 and NRS 379.150, is a consortium of libraries and related agencies that share vital library and technological resources. In order to meet this goal, member libraries pool their resources and make it economically feasible to do more together than one member on their own.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Not applicable

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:

CLAN has been doing contracts through Nevada State Library and Archives using cooperative agreements since 1981. Per NRS 379.147-379.150 to permit the parties hereto to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services, which allows for the sharing of resources by all.

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 | csweeney | 03/14/2014 07:30:45 AM |
| Division Approval | csweeney | 03/14/2014 07:30:47 AM |
| Department Approval | csweeney | 03/14/2014 07:30:49 AM |
| Contract Manager Approval | csweeney | 03/14/2014 07:30:50 AM |
| Budget Analyst Approval | ekin4 | 04/03/2014 10:49:09 AM |
| BOE Agenda Approval | jborrowm | 04/07/2014 14:47:50 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15382**

| | |
|---|---|
| Agency Name: DHHS - HEALTH CARE FINANCING & POLICY | Legal Entity Name: Carson City School District |
| Agency Code: 403 | Contractor Name: Carson City School District |
| Appropriation Unit: 3157-10 | Address: PO Box 603 |
| Is budget authority available?: Yes | City/State/Zip: Carson City, NV 89702 |
| If "No" please explain: Not Applicable | Contact/Phone: null7752832304 |
| | Vendor No.: |
| | NV Business ID: Governmental Entity |

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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 % IGT from City for State Share |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 06/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **School Based Service**

5. Purpose of contract:

This is a new revenue contract that is ongoing and provides for the receipt of non-federal share for school based Medicaid services, medical screening, and diagnostic services for children who are Nevada Medicaid/Checkup eligible. This contract allows the Carson City School District to make payment of the state share of school based services to the division by intergovernmental transfers.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$919,252.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

School Based Child Health Services was established to allow for Medicaid reimbursement for the medical screening and diagnostic services provided by the School District to Nevada Medicaid/Check Up eligible children and medical treatment services provided for Medicaid/Check Up eligible children who have an Individualized Education Program (IEP) and are enrolled in the School Districts Special Education Program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies do not have the expertise or availability to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **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:

Carson City has been contracted with the State for many years 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 | cmoriart | 02/27/2014 15:11:19 PM |
| Division Approval | trooker | 02/28/2014 09:44:44 AM |
| Department Approval | ecreceli | 04/04/2014 17:08:31 PM |
| Contract Manager Approval | cmoriart | 04/08/2014 13:05:02 PM |
| Budget Analyst Approval | nhovden | 04/14/2014 09:57:46 AM |
| BOE Agenda Approval | nhovden | 04/14/2014 09:57:50 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15410**

| | | | |
|---------------------------------|--|--------------------|---|
| Agency Name: | DHHS - HEALTH CARE FINANCING & POLICY | Legal Entity Name: | Division of Child and Family Services (DCFS) |
| Agency Code: | 403 | Contractor Name: | Division of Child and Family Services (DCFS) |
| Appropriation Unit: | 3158-11 | Address: | 4126 Technology Way, 3rd Floor |
| Is budget authority available?: | Yes | City/State/Zip: | Carson City, NV 89706 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null7756844400 |
| | | Vendor No.: | |
| | | NV Business ID: | Government Entity |

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 06/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Title XIX Admin**

5. Purpose of contract:

This is a new ongoing interlocal agreement to provide the Division of Child and Family Services the federal share of costs associated with the Medicaid administrative activities such as outreach, utilization review and referral services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,221,716.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

DCFS performs Medicaid administrative activities including outreach, utilization review and referrals. This contract allows DHCFFP as the "single State agency" for Medicaid, to receive and pass on federal funds to DCFS for these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are doing this work. State employees in DCFS perform duties because these are Child Welfare Medicaid recipients.

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:

DCFS has been contracted with DHC FP for many years 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 | cmoriart | 03/07/2014 09:48:27 AM |
| Division Approval | trooker | 03/07/2014 17:22:18 PM |
| Department Approval | ecreceli | 04/04/2014 16:57:53 PM |
| Contract Manager Approval | cmoriart | 04/08/2014 13:03:14 PM |
| Budget Analyst Approval | nhovden | 04/14/2014 09:52:29 AM |
| BOE Agenda Approval | nhovden | 04/14/2014 09:52:33 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15482**

| | | | |
|---------------------------------|--|--------------------|-----------------------------------|
| Agency Name: | DHHS - PUBLIC AND BEHAVIORAL HEALTH | Legal Entity Name: | CHILDRENS CABINET INC, THE |
| Agency Code: | 406 | Contractor Name: | CHILDRENS CABINET INC, THE |
| Appropriation Unit: | 3222-18 | Address: | 1090 S ROCK BLVD |
| Is budget authority available?: | Yes | City/State/Zip: | RENO, NV 89502-7116 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null775/856-0111 |
| | | Vendor No.: | T80943883 |
| | | NV Business ID: | NV19851020784 |

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 | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: C 14311

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **2 years and 141 days**

4. Type of contract: **Contract**

Contract description: **Home Visiting**

5. Purpose of contract:

This is a new contract to expand evidence-base home visiting in the state's at risk rural communities. This contract allows the division to expand the home visiting and Home Instruction for Parents of Preschool Youngsters program into rural at risk communities and target low income families with pregnant women and children up to five years old.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$263,469.00**

Payment for services will be made at the rate of \$203.09 per family per month

Other basis for payment: Up to 50 families

II. JUSTIFICATION

7. What conditions require that this work be done?

Usage of federal Early Head Start grant funds requires that these services be contracted to a domestic non-profit organization.

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 necessary to carry out this work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was not chosen in preference to others. All vendors solicited received a contract.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Health and Human Services (BA 406,408 and 305) - 1999 through present - Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | alaw1 | 03/31/2014 16:43:44 PM |
| Division Approval | alaw1 | 03/31/2014 16:43:48 PM |
| Department Approval | ecreceli | 04/04/2014 16:52:47 PM |
| Contract Manager Approval | alaw1 | 04/16/2014 09:35:28 AM |
| Budget Analyst Approval | bberry | 04/18/2014 09:43:47 AM |
| BOE Agenda Approval | nhovden | 04/18/2014 13:16:29 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15483**

| | | | |
|---------------------------------|--|--------------------|------------------------------------|
| Agency Name: | DHHS - PUBLIC AND BEHAVIORAL HEALTH | Legal Entity Name: | HEAD START OF NORTHEASTERN |
| Agency Code: | 406 | Contractor Name: | HEAD START OF NORTHEASTERN |
| Appropriation Unit: | 3222-18 | Address: | NEVADA 1280 GOLF COURSE |
| Is budget authority available?: | Yes | City/State/Zip: | ELKO, NV 89801-3465 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null775/738-5953 |
| | | Vendor No.: | T11897100 |
| | | NV Business ID: | NV19711002432 |

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 | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: C 14310

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **2 years and 141 days**

4. Type of contract: **Contract**

Contract description: **Home Visiting**

5. Purpose of contract:

This is a new contract to expand evidence-base home visiting in the state's at risk rural communities. This contract allows the division to expand the home visiting and Early Head Start programs into rural at risk communities and target low income families with pregnant women and children up to five years old.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$201,427.00**

Payment for services will be made at the rate of \$532.00 per family per month

Other basis for payment: Up to 12 families

II. JUSTIFICATION

7. What conditions require that this work be done?

Usage of federal Early Head Start grant funds requires that these services be contracted to a domestic non-profit organization.

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 necessary to carry out this work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was not chosen in preference to others. All vendors solicited received a contract.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Health and Human Services (BA 406,408 and 305) - 1999 through present - Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | alaw1 | 03/31/2014 16:43:16 PM |
| Division Approval | alaw1 | 03/31/2014 16:43:21 PM |
| Department Approval | ecreceli | 04/04/2014 16:42:05 PM |
| Contract Manager Approval | alaw1 | 04/16/2014 09:34:46 AM |
| Budget Analyst Approval | bberry | 04/16/2014 11:12:38 AM |
| BOE Agenda Approval | nhovden | 04/18/2014 13:20:26 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13346** Amendment Number: **3**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **PUBLIC CONSULTING GROUP INC**

Agency Code: **407** Contractor Name: **PUBLIC CONSULTING GROUP INC**

Appropriation Unit: **3228-50** Address: **DEPT LA 23564**

Is budget authority available?: **Yes** City/State/Zip: **PASADENA, CA 91185-3564**

If "No" please explain: **Not Applicable** Contact/Phone: **Mitch Dobbins 916/565-8090**

Vendor No.: **T32000898C**

NV Business ID: **NV20021466314**

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 | 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? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2014**

Termination Date:

Contract term: **2 years and 183 days**

4. Type of contract: **Contract**

Contract description: **IV&V**

5. Purpose of contract:

This is the third amendment to the original contract, which provides independent verification and validation services related to the design, development and implementation of the Health Care Reform Eligibility Engine. These services include planning and administration, verification, validation, and quality assurance activities related to the Eligibility Engine system requirements, computing platform, technical requirements, and security standards and requirements. This amendment increases the maximum amount from \$1,868,300.00 to \$2,469,168.76, revises Attachment AA - Deliverable Payment Schedule, revises the consideration language, and extends the termination date from June 30, 2014 to December 31, 2014 due to additional time needed to complete the requirements.

6. CONTRACT AMENDMENT

| | | |
|----|--|----------------|
| 1. | The maximum amount of the original contract: | \$1,868,300.00 |
| 2. | Total amount of any previous contract amendments: | \$0.00 |
| 3. | Amount of current contract amendment: | \$600,868.76 |
| 4. | New maximum contract amount: | \$2,469,168.76 |
| | and/or the termination date of the original contract has changed to: | 12/31/2014 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent Verification and Validation Services are required by Centers for Medicare & Medicaid Services (CMS) and Center for Consumer Information & Insurance Oversight (CCIIO) to receive federal funding associated with the Affordable Care Act.

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?

Contractor was chosen based on a weighted average of evaluation criteria. Contractor had the highest overall score as determined by an evaluation committee of three (3).

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:

Currently under contract with DHCFP and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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 | 03/20/2014 11:26:24 AM |
| Division Approval | msmit5 | 03/27/2014 07:26:58 AM |
| Department Approval | ecrecli | 03/27/2014 16:28:17 PM |
| Contract Manager Approval | ewatson | 03/28/2014 12:53:02 PM |
| Budget Analyst Approval | sjohnso9 | 04/07/2014 08:50:42 AM |
| BOE Agenda Approval | nhovden | 04/07/2014 13:46:08 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: **15353**

| | | | |
|---|--|--------------------|-------------------------------|
| Agency Name: | DHHS - WELFARE AND SUPPORT SERVICES | Legal Entity Name: | VIATRON SYSTEMS INC |
| Agency Code: | 407 | Contractor Name: | VIATRON SYSTEMS INC |
| Appropriation Unit: | 3228-50 | Address: | 18233 S HOOVER ST |
| Is budget authority available?: | Yes | City/State/Zip: | GARDENA, CA 90248-4218 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null310/892-9855 |
| | | Vendor No.: | T27027292 |
| | | NV Business ID: | NV20121661882 |
| 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 | 4.00 % | Fees | 0.00 % |
| <input checked="" type="checkbox"/> Federal Funds | 96.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |
| Agency Reference #: | 3065 | | |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date 04/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**
Contract term: **1 year and 90 days**

4. Type of contract: **Contract**
Contract description: **Document Imaging**

5. Purpose of contract:

This is a new contract to provide services for electronic scanning, digitizing and indexing all existing Medicaid paper case file (jacket) contents. Existing Medicaid case jackets must be imaged in a timely manner in order to prepare for the wave of new applicants and ongoing re-determination processing that will occur by using new Affordable Care Act rules and functionality.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$327,600.00**
Other basis for payment: Upon invoice submitted by vendor, subject to agency approval. .039 per image scanned.

II. JUSTIFICATION

7. What conditions require that this work be done?

This process must be completed by an outside vendor as the Division of Welfare Supportive Services capacity for imaging new case data will be at maximum due to the increased Medicaid caseload expected with the implementation of the Affordable Care Act (ACA).

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 time or resources.

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 #3065, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 09/20/2013 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 | 02/26/2014 14:44:46 PM |
| Division Approval | msmit5 | 03/10/2014 07:39:42 AM |
| Department Approval | ecreceli | 03/10/2014 17:05:47 PM |
| Contract Manager Approval | ewatson | 03/12/2014 08:25:21 AM |
| DoIT Approval | bbohm | 03/17/2014 06:23:30 AM |
| Budget Analyst Approval | sjohnso9 | 04/07/2014 08:44:18 AM |
| BOE Agenda Approval | nhovden | 04/07/2014 13:40:54 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15390**

| | |
|---|---|
| Agency Name: DHHS - WELFARE AND SUPPORT SERVICES | Legal Entity Name: ELKO, COUNTY OF |
| Agency Code: 407 | Contractor Name: ELKO, COUNTY OF |
| Appropriation Unit: 3238-10 | Address: ELKO COUNTY CLERK 571 IDAHO ST FL 3 |
| Is budget authority available?: Yes | City/State/Zip: ELKO, NV 89801 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/753-4600 |
| | Vendor No.: T81072742R |
| | NV Business ID: Gov't Entity |

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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 % |
| X Federal Funds | 66.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 34.00 % State Share of Collections |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 06/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Hearing Masters**

5. Purpose of contract:

This is a new interlocal agreement, which continues ongoing services to provide hearing master and court services for the Child Support Enforcement Program for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$306,454.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a function performed by the Judges/Hearing Masters in the Judicial District Courts.

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:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 03/12/2014 07:55:41 AM |
| Division Approval | msmit5 | 04/09/2014 07:47:20 AM |
| Department Approval | ecreceli | 04/14/2014 10:16:09 AM |
| Contract Manager Approval | ewatson | 04/17/2014 11:23:57 AM |
| Budget Analyst Approval | sjohnso9 | 04/21/2014 11:03:02 AM |
| BOE Agenda Approval | nhovden | 04/22/2014 17:07:55 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15396**

| | |
|---|--|
| Agency Name: DHHS - WELFARE AND SUPPORT SERVICES | Legal Entity Name: WHITE PINE, COUNTY OF |
| Agency Code: 407 | Contractor Name: WHITE PINE, COUNTY OF |
| Appropriation Unit: 3238-10 | Address: SEVENTH JUDICIAL COURT/DEPT 1 801 CLARK ST STE 7 |
| Is budget authority available?: Yes | City/State/Zip: ELY, NV 89301 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/289-4813 |
| | Vendor No.: T80971176D |
| | NV Business ID: Gov't Entity |

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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 % |
| X Federal Funds | 66.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 34.00 % State Share of Collections |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date **06/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Hearing Masters**

5. Purpose of contract:

This is a new interlocal agreement for ongoing Hearing Master and Court Services for the Child Support Enforcement Program for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$82,115.00**

Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a function performed by the Judges/Hearing Masters in the Judicial District Courts.

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:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 03/12/2014 07:56:40 AM |
| Division Approval | msmit5 | 03/24/2014 11:53:32 AM |
| Department Approval | ecreceli | 03/27/2014 14:11:25 PM |
| Contract Manager Approval | ewatson | 03/28/2014 12:46:16 PM |
| Budget Analyst Approval | sjohnso9 | 04/07/2014 08:47:57 AM |
| BOE Agenda Approval | nhovden | 04/07/2014 13:49:10 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12860** Amendment Number: **2**
 Agency Name: **DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **Cornerstone Programs**
 Agency Code: **409** Contractor Name: **Cornerstone Programs**
 Appropriation Unit: **3263-36** Address: **800 N. Avenue F**
 Is budget authority available?: **Yes** City/State/Zip: **Post, TX 79356**
 If "No" please explain: **Not Applicable** Contact/Phone: **null806-495-0266**
 Vendor No.: **T29029126**
 NV Business ID: **out of state**
 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 | 50.00 % | Fees | 0.00 % |
| | Federal Funds | 0.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | <input checked="" type="checkbox"/> Other funding | 50.00 % County Assesments |

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2012**
 Anticipated BOE meeting date **06/2014**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**
 Contract term: **4 years and 22 days**

4. Type of contract: **Contract**
 Contract description: **Juvenile Justice**

5. Purpose of contract:

This is the second amendment to the original contract, which continues ongoing delivery of required services and programs conducive to the rehabilitation needs of either male or female juvenile offenders while maintaining sight and sound separation from adult offender populations. This amendment extends the termination date from June 30, 2014, to January 31, 2016, and increases the maximum amount from \$199,260 to \$665,260 due to the continued need for these services.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$177,390.00 |
| 2. Total amount of any previous contract amendments: | \$21,870.00 |
| 3. Amount of current contract amendment: | \$466,000.00 |
| 4. New maximum contract amount: | \$665,260.00 |
| and/or the termination date of the original contract has changed to: | 01/31/2016 |

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a secure juvenile correctional facility for both male and female youth that will provide room and board, twenty four hours per day, seven days per week, including supervision, routine medical examination and treatment within the facility including an approved educational program, recreation facility, and counseling to each youth.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not offer a high security female youth correctional facility.

- 9. Were quotes or proposals solicited? No
- Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):
 Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 110916
Approval Date: 03/14/2014

c. Why was this contractor chosen in preference to other?
 This is the only vendor found who can provide secure care to out of state youth.

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:

Yes, 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 as a:
 Foreign Corporation

All services are provided in Texas.

- 15. a. Is the Contractor Name the same as the legal Entity Name?
 Yes

- 16. a. Does the contractor have a current Nevada State Business License (SBL)?
 No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?
 No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

All services are provided in Texas.

- 17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
 No b. If "NO", please explain.

All services are provided in Texas.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | jmorro5 | 04/08/2014 09:02:27 AM |
| Division Approval | jmorro5 | 04/08/2014 11:17:13 AM |
| Department Approval | ecreceli | 04/15/2014 10:51:49 AM |
| Contract Manager Approval | ihyman | 04/15/2014 15:43:25 PM |
| Budget Analyst Approval | eobrien | 04/22/2014 15:16:26 PM |
| BOE Agenda Approval | nhovden | 04/23/2014 10:28:28 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: **15417**

| | | | |
|---------------------------------|---|--------------------|---|
| Agency Name: | DHHS - DIVISION OF CHILD AND FAMILY SERVICES | Legal Entity Name: | Allpro Services LLC |
| Agency Code: | 409 | Contractor Name: | Allpro Services LLC |
| Appropriation Unit: | 3646-07 | Address: | Five Star Painting 6955 N Durango #394 |
| Is budget authority available?: | Yes | City/State/Zip: | Las Vegas, NV 89149 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null702-659-8900 |
| | | Vendor No.: | t27034427 |
| | | NV Business ID: | nv20111339463 |

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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.

| | | | | |
|-------------------------------------|---------------|----------------|---|-----------------------------|
| <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 % Rental Income |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **painting services**

5. Purpose of contract:

This is a new contract to provide exterior and interior painting service on state owned buildings located at 6171 W Charleston Blvd in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Payment for services will be made at the rate of \$45.00 per hour

Other basis for payment: plus cost of materials consumed to complete the project

II. JUSTIFICATION

7. What conditions require that this work be done?

There are 11 buildings on the W Charleston campus. It is important to maintain the finish, weather resistance, and appearance of State buildings. Not keeping buildings properly painted can cause further damage to a building's infrastructure. State Public Works has been recommending the agency paint its buildings from as far back as their facility condition and analysis reports from 1998. Even more so, studies have shown that keeping the appearance of a building in good condition can have a positive effect on the mood of clients and staff.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency has two maintenance workers and one supervisor, who are responsible for 11 buildings (over 120,000 square feet) and handling requests from four other neighborhood family service centers. Additionally, they respond to maintenance requests from the agency's 300 employees as well as county workers that are leasing space with the State. While other agencies have painter positions in their budget, budget account 3646 does not. With that said, the existing staff's workload would be over burdened with the immense time that would need to be committed to paint the aging facilities on the W Charleston campus.

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 best meets the needs of the agency.

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:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | jmorro5 | 03/10/2014 16:01:59 PM |
| Division Approval | jmorro5 | 03/10/2014 16:02:02 PM |
| Department Approval | ecreceli | 03/14/2014 09:41:10 AM |
| Contract Manager Approval | ihyman | 03/14/2014 11:38:46 AM |
| Budget Analyst Approval | eobrien | 04/02/2014 13:22:07 PM |
| BOE Agenda Approval | nhovden | 04/03/2014 10:17:36 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: **15342**

| | |
|---|---|
| Agency Name: DEPARTMENT OF CORRECTIONS | Legal Entity Name: Triangle Builders of Nevada, Inc. |
| Agency Code: 440 | Contractor Name: Triangle Builders of Nevada, Inc. |
| Appropriation Unit: 3716-95 | Address: DBA Deckade Advanced Flooring |
| Is budget authority available?: Yes | 2085 E. Greg St |
| If "No" please explain: Not Applicable | Sparks, NV 89431 |
| | Contact/Phone: Matthew J. Revak, President 775/355-0303 |
| | Vendor No.: T27030250 |
| | NV Business ID: NV19981341760 |

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 #: RFP 201409

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **1 year and 60 days**

4. Type of contract: **Contract**

Contract description: **Replace Tile Floor**

5. Purpose of contract:

This is a new contract to provide for the removal and replacement of tile flooring in the dining hall at Warm Springs Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$79,848.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The existing floor tiles are broken and some are missing. The cracks in the tiles leave areas for water born bacteria to grow in an area where food is prepared and consumed. Removal and replacement of the existing tiles is for the health and safety of NDOC staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Historically the Department has outsourced specialty services to a contractor with the required license and expertise that meets the scope of work classification requirements for the project, and will be able to complete the project in a timely professional manner.

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?

Triangle Builders of Nevada, Inc. DBA Deckade Advanced Flooring Systems was the only respondent to the RFP 201409. E-mails were sent to the approved vendor list located on State Purchasing website. The RFP was advertised in the Las Vegas Review Journal, Reno Gazette Journal and was posted to State Purchasing website "Other Agency RFP Opportunities".

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 | ssergent | 03/12/2014 11:55:05 AM |
| Division Approval | dmartine | 03/13/2014 07:35:32 AM |
| Department Approval | bfarris | 03/14/2014 12:45:50 PM |
| Contract Manager Approval | jhardy | 03/21/2014 15:29:25 PM |
| Budget Analyst Approval | cmurph3 | 03/31/2014 09:20:06 AM |
| BOE Agenda Approval | sbrown | 04/10/2014 08:09:13 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: **10742** Amendment Number: **1**
 Agency Name: **PUBLIC UTILITIES COMMISSION** Legal Entity Name: **Solix, Inc.**
 Agency Code: **580** Contractor Name: **Solix, Inc.**
 Appropriation Unit: **3920-04** Address: **30 Lanidex Plaza West**
 Is budget authority available?: **No** City/State/Zip: **Parsippany, NJ 07054**
 Contact/Phone: **Josephine Farkas 973-581-5282**
 Vendor No.:
 NV Business ID: **NV20051804228**

To what State Fiscal Year(s) will the contract be charged? **2011-2016**
 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 % Fees for services are paid directly from the Nevada Universal Service Fund. |

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**
 Anticipated BOE meeting date **05/2014**

Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**
 Contract term: **6 years and 1 day**

4. Type of contract: **Contract**
 Contract description: **Financial Services**

5. Purpose of contract:
This is the first amendment to the original contract, which continues ongoing fiscal agent duties required by NAC 704.6804 through NAC 704.68056 to administer the Nevada Universal Service Fund. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$193,000 to \$290,052.59 due to the continued need for these services.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$193,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$97,052.59 |
| 4. New maximum contract amount: | \$290,052.59 |
| and/or the termination date of the original contract has changed to: | 06/30/2016 |

II. JUSTIFICATION

7. What conditions require that this work be done?
NRS 704.040 states that an independent administrator shall administer the Nevada Universal Service Fund (NUSF).

8. Explain why State employees in your agency or other State agencies are not able to do this work:
NRS 704.040 states that an independent administrator shall administer the Nevada Universal Service Fund (NUSF).

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?

Solix, Inc. was the only vendor that responded to the RFP.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 09/17/2009 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:

Public Utilities Commission of Nevada, September 1999 - current. The quality of service provided 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 | nshafer | 03/26/2014 13:17:49 PM |
| Division Approval | nshafer | 03/26/2014 13:17:52 PM |
| Department Approval | dskau | 03/26/2014 13:25:19 PM |
| Contract Manager Approval | nshafer | 03/26/2014 13:50:48 PM |
| Budget Analyst Approval | bberry | 03/28/2014 12:46:36 PM |
| BOE Agenda Approval | nhovden | 04/03/2014 09:24:35 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15478**Agency Name: **DPS-RECORDS & TECHNOLOGY**Agency Code: **655**Appropriation Unit: **4702-50**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Goserco Inc.

Contractor Name: **Goserco Inc.**Address: **7165 E. University Dr, Ste 180**City/State/Zip: **Mesa, AZ 85207**

Contact/Phone: Shawn Andrews 480-964-8911

Vendor No.: PUR0005456

NV Business ID: NV20021411265

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 % Cost Allocation |

Agency Reference #: RFP #3097

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years and 49 days**4. Type of contract: **Contract**Contract description: **Dispatch Digital Rec**

5. Purpose of contract:

This is a new contract to provide hardware, software, installation, ongoing maintenance and 24/7 support for the provision of a Dispatch Digital Recording System installed at dispatch centers located in Carson City, Las Vegas and Elko, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$262,637.56**

Other basis for payment: Upon invoice submitted by vendor, subject to agency approval.

II. JUSTIFICATION

7. What conditions require that this work be done?

The current analog Dispatch Recording System has reached its anticipated shelf life and cannot be repaired. A new digital system is required to ensure accurate and complete the recordings of telephone and radio transmissions for the three DPS Dispatch Centers for public safety purposes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies do not have the ability or capacity to provide hardware, software, installation, ongoing maintenance and 24/7 support for the provision of a Dispatch Digital Recording System.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3097, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 01/01/2014 Anticipated re-bid date: 01/01/2018

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 | kdaly | 03/27/2014 15:48:37 PM |
| Division Approval | jdibasil | 04/10/2014 16:00:15 PM |
| Department Approval | mteska | 04/10/2014 16:19:56 PM |
| Contract Manager Approval | jbauer | 04/10/2014 17:42:36 PM |
| DoIT Approval | csweeney | 04/17/2014 15:40:14 PM |
| Budget Analyst Approval | jstrandb | 04/17/2014 15:42:21 PM |
| BOE Agenda Approval | cwatson | 04/18/2014 07:15:24 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: **15517**

| | |
|---|--|
| Agency Name: DCNR - DIVISION OF WATER RESOURCES | Legal Entity Name: Gnomon, Inc. |
| Agency Code: 705 | Contractor Name: Gnomon, Inc. |
| Appropriation Unit: 4211-10 | Address: 1601 Fairview Dr., Suite F |
| Is budget authority available?: Yes | City/State/Zip: Carson City, NV 89701 |
| If "No" please explain: Not Applicable | Contact/Phone: Eric Ingbar 775-885-2305 |
| | Vendor No.: T81005218 |
| | NV Business ID: NV19941043248 |
| To what State Fiscal Year(s) will the contract be charged? | 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. | |
| General Funds 0.00 % | Fees 0.00 % |
| X Federal Funds 100.00 % | Bonds 0.00 % |
| Highway Funds 0.00 % | Other funding 0.00 % |
| Agency Reference #: RFP #3112 | |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/14/2014**
 Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2019**

Contract term: **5 years and 18 days**

4. Type of contract: **Contract**

Contract description: **TCID Mapping Project**

5. Purpose of contract:

This is a new contract to provide a system of quality assurance/quality control review for a mapping project of the Truckee Carson Irrigation District's (TCID) Newlands Water Rights Project. This would include the delineation of line work and the accounting of water right issued contracts to land holders within the TCID. The contractor will maintain the website for quality control review and create a Geographic Information System and tabular editing interfaces for use by the State Engineer's Office staff.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$295,670.00**

Other basis for payment: Quality Control system workflow - \$32,670.00; Quality Control - \$237,160.00; meetings, coordination and management - \$25,840.00

II. JUSTIFICATION

7. What conditions require that this work be done?

A provision of getting the grant from the U.S. Bureau of Reclamation.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The U.S. Bureau of Reclamation requires an outside entity to do the QA/QC.

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 #3112, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: Anticipated re-bid date:

10. 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:

Legislative Counsel Bureau has a current contract with Gnomon, Inc., and they are very satisfied with their service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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 | bkordono | 04/03/2014 11:07:44 AM |
| Division Approval | bkordono | 04/03/2014 11:07:49 AM |
| Department Approval | bkordono | 04/03/2014 11:09:29 AM |
| Contract Manager Approval | bkordono | 04/03/2014 11:09:35 AM |
| DoIT Approval | bbohm | 04/15/2014 07:51:07 AM |
| Budget Analyst Approval | jrodrig9 | 04/21/2014 12:27:18 PM |
| BOE Agenda Approval | cwatson | 04/21/2014 12:55:45 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15536**

| | |
|--|--|
| Agency Name: B&I - INDUSTRIAL RELATIONS DIV | Legal Entity Name: Milliman Inc |
| Agency Code: 742 | Contractor Name: Milliman Inc |
| Appropriation Unit: 4680-04 | Address: 1301 Fifth Ave Suite 3800 |
| Is budget authority available?: Yes | City/State/Zip: Seattle, WA 89101 |
| If "No" please explain: Not Applicable | Contact/Phone: Arthur L. Baldwin III (206) 504-55 |
| | Vendor No.: T81104425 |
| | NV Business ID: NV20011420475 |
| 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 % Workers' Compensation and Safety Fund Assessment |

Agency Reference #: **RFP#3088**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**

Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/30/2015**

Contract term: **262 days**

4. Type of contract: **Contract**

Contract description: **WCS Med Fee Schedule**

5. Purpose of contract:

This is a new contract to provide information regarding fees and charges to develop a new Nevada Medical Fee Schedule.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$234,200.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Industrial Relations needs to have information to develop a new Medical Fee Schedule.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized information gathering service that State employees cannot do.

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 #3088, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 11/26/2013 Anticipated re-bid date: 11/01/2015

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:

The contractor was engaged under contract in Jan 2002, with the Division of Industrial Relations. Yes, the services provided to the agency have been verified and was in a satisfactory standing.

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)?

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 | afrantz | 04/15/2014 07:44:54 AM |
| Division Approval | afrantz | 04/15/2014 07:44:57 AM |
| Department Approval | afrantz | 04/16/2014 07:04:59 AM |
| Contract Manager Approval | kjackso4 | 04/16/2014 07:08:24 AM |
| Budget Analyst Approval | sjohnso9 | 04/16/2014 07:33:00 AM |
| BOE Agenda Approval | cwatson | 04/18/2014 07:49:33 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

| | |
|--|---|
| 1. Contract Number: 13298 | Amendment Number: 1 |
| Agency Name: DEPT OF MOTOR VEHICLES | Legal Entity Name: INTELLECTUAL TECHNOLOGY INC |
| Agency Code: 810 | Contractor Name: INTELLECTUAL TECHNOLOGY INC |
| Appropriation Unit: 4741-40 | Address: 1901 CAMINO VIDA ROBLE STE 204 |
| Is budget authority available?: Yes | City/State/Zip: CARLSBAD, CA 92008 |
| If "No" please explain: Not Applicable | Contact/Phone: null760/476-9100 |
| | Vendor No.: T27006453 |
| | NV Business ID: NV20101412115 |

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|---------------|--------|------------------------|----------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Fee Funded |

Agency Reference #: RFP # 2025

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/05/2012**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2014**

Contract term: **1 year and 360 days**

4. Type of contract: **Contract**

Contract description: **OHV-Automated**

5. Purpose of contract:

This is the first amendment to the original contract to provide an autmated method of collecting electronic data, printing secure and non-secure documents, finishing mail preparation, transportation to the U.S. Postal Service for the same day mail entry and tracking of the documents for Off-Highway Vehicles. This amendment extends the termination date from May 31, 2014 to May 31, 2016 and increases the maximum amount from \$1,110,176.00 to \$1,300,052.27 to cover the two year extension.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$1,110,176.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$189,876.27 |
| 4. New maximum contract amount: | \$1,300,052.27 |

II. JUSTIFICATION

7. What conditions require that this work be done?

SB 394 was passed during the 2009 Legislative Session and provides for a program to register and title Off-Highway Vehicles in Nevada under NRS 490.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This was RFP was done as a cost savings measure to the state in lieu of hiring additional employees to perform this service.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor to submit a proposal, and in reviewing the proposal the Department of Motor Vehicle staff, it was found to be acceptable.

d. Last bid date: 02/08/2012 Anticipated re-bid date: 01/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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)?

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 | bmacke1 | 03/26/2014 15:03:18 PM |
| Division Approval | akeillor | 03/26/2014 15:08:22 PM |
| Department Approval | akeillor | 03/26/2014 15:08:27 PM |
| Contract Manager Approval | hazevedo | 03/26/2014 17:04:08 PM |
| Budget Analyst Approval | cwatson | 04/09/2014 10:59:58 AM |
| BOE Agenda Approval | cwatson | 04/09/2014 11:00:03 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5322** Amendment Number: **2**
 Agency Name: **DEPT OF MOTOR VEHICLES** Legal Entity Name: **Reno Salvage**
 Agency Code: **810** Contractor Name: **Reno Salvage**
 Appropriation Unit: **6220-00** Address: **301 Montello Street**
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89505**
 If "No" please explain: Not Applicable Contact/Phone: Stan Shane 7753237109
 Vendor No.: T41875700
 NV Business ID: NV19661001308

To what State Fiscal Year(s) will the contract be charged? **2008-2018**

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 % |
| X Highway Funds | 100.00 % | Other funding | 0.00 % |

Agency Reference #: ZA0400

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2008**

Anticipated BOE meeting date 04/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **10 years and 50 days**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for the removal and destruction of scrap metal aluminum and steel material from the department's License Plate Manufacturing Plant inside the Nevada State Prison. The vendor will destroy all material by high tonnage compression, sell material on the scrap metal market and remit proceeds to the department for deposit into Motor Vehicle Fund. This amendment extends the termination date from June 30, 2014 to June 30, 2018 and increases the maximum amount from \$300,000 to \$900,000 to cover the extension.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$300,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$600,000.00 |
| 4. New maximum contract amount: | \$900,000.00 |
| and/or the termination date of the original contract has changed to: | 06/30/2018 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Manufacturing process of license plates generate large volume of unusable material which needs to be removed. Out of state license plates and obsolete Nevada license plates collected by Department offices need to be destroyed to prevent unauthorized use.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of equipment and expertise to perform this task.

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?

State Purchasing performed an RFP (#2053) on 10/1/13 which resulted in no responses. Another RFP (#2061) was performed and remained open for approximately 2 months. Only one vendor responded and was unwilling to negotiate on pricing as well as other terms within the State Contract form. State Purchasing advised the Department to request a contract extension with the current vendor due to these circumstances.

d. Last bid date: 12/01/2013 Anticipated re-bid date: 12/01/2017

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 | bmacke1 | 04/08/2014 15:25:06 PM |
| Division Approval | cmunoz | 04/08/2014 15:26:56 PM |
| Department Approval | cmunoz | 04/08/2014 15:26:59 PM |
| Contract Manager Approval | hazevedo | 04/08/2014 15:27:25 PM |
| Budget Analyst Approval | cwatson | 04/09/2014 11:09:58 AM |
| BOE Agenda Approval | cwatson | 04/09/2014 11:10:03 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15477**

| | |
|--|--|
| Agency Name: DETR - REHABILITATION DIVISION | Legal Entity Name: SKY Construction and Engineering |
| Agency Code: 901 | Contractor Name: SKY Construction and Engineering |
| Appropriation Unit: 3253-10 | Address: 5815 N Black Canyon Hwy #203 |
| Is budget authority available?: Yes | City/State/Zip: Phoenix, AZ 85015 |
| If "No" please explain: Not Applicable | Contact/Phone: Scott Young 602.595.4178 |
| | Vendor No.: T29034313` |
| | NV Business ID: NV20141073481 |
| 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 % Business Set Aside |

Agency Reference #: #1891-14-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **48 days**

4. Type of contract: **Contract**

Contract description: **AZ Look-out Remodel**

5. Purpose of contract:

This is a new contract to provide for the remodel of the Arizona Look-out Gift Shop. Work shall include, but not be limited to, painting and associated preparation and clean-up; installation of sliding interior doors; removal and replacement of ceiling tiles; removal and replacement of interior counters; installation of shelving, hooks and baskets; removal and replacement of interior carpet; removal and replacement of ceiling mounted lighting fixtures and relocating other existing ceiling lighting fixtures. Work is anticipated to be completed prior to the 2014 Memorial Day weekend.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,525.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Remodel of the location is necessary for the safety of the employees and visitors to the Dam. It is also required to keep the location up to standards in accordance with the Bureau of Reclamation.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not trained in all disciplines required to perform the scope of work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only responsive bid received and vendor was open to reducing their costs to meet the project budget.

d. Last bid date: 02/04/2014 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 | khawkin1 | 03/27/2014 15:41:39 PM |
| Division Approval | shendren | 03/30/2014 11:57:15 AM |
| Department Approval | mcost1 | 04/02/2014 08:40:43 AM |
| Contract Manager Approval | mcost1 | 04/10/2014 14:30:46 PM |
| Budget Analyst Approval | knielsen | 04/10/2014 14:38:12 PM |
| BOE Agenda Approval | sbrown | 04/13/2014 08:43:54 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 CONTRACT1. Contract Number: **15566**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3269-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JERROLD M SHERMAN MD INC**Contractor Name: **JERROLD M SHERMAN MD INC**Address: **2801 OCEAN PARK BLVD PMB 162**City/State/Zip: **SANTA MONICA, CA 90405-2905**

Contact/Phone: Anita Sherman 310/393-9829

Vendor No.: T80998995

NV Business ID: NV19961112349

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/13/2018**Contract term: **4 years and 13 days**4. Type of contract: **Provider Agreement**Contract description: **Consultative Exams**

5. Purpose of contract:

This is a new provider agreement that is ongoing and provides Consultative Exams to assist the Bureau of Disability Adjudication in the disability determination process.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,200,000.00**

Other basis for payment: Established fee schedule for services

II. JUSTIFICATION

7. What conditions require that this work be done?

The Social Security Administration (SSA) requires disability claims to be processed through the Bureau of Disability Adjudication for review. Part of the review process requires a consultative exam from an acceptable medical source to obtain information to make the disability determination as defined by the SSA and the Social Security Act.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Documentation of the existence of a claimant's impairment must come from medical professionals defined by SSA's regulations as "acceptable medical sources".9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

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 | khawkin1 | 04/16/2014 10:45:14 AM |
| Division Approval | shendren | 04/16/2014 14:18:35 PM |
| Department Approval | mcost1 | 04/16/2014 16:13:45 PM |
| Contract Manager Approval | mcost1 | 04/16/2014 16:13:49 PM |
| Budget Analyst Approval | knielsen | 04/21/2014 09:46:26 AM |
| BOE Agenda Approval | cwatson | 04/21/2014 09:57:40 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: **15565**

Agency Name: **DETR - REHABILITATION DIVISION**
Agency Code: **901**
Appropriation Unit: **3269-09**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **MEDICAL SUPPORT LOS ANGELES**
Contractor Name: **MEDICAL SUPPORT LOS ANGELES**
Address: **PO BOX 93787**
City/State/Zip: **PASADENA, CA 91109**
Contact/Phone: **AARON HERNANDEZ 626/440-7001**
Vendor No.: **T29007478A**
NV Business ID: **NV20071629866**

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/13/2018**

Contract term: **4 years and 13 days**

4. Type of contract: **Provider Agreement**

Contract description: **Consultative Exams**

5. Purpose of contract:

This is a new provider agreement that is ongoing and provides Consultative Exams to assist the Bureau of Disability Adjudication in the disability determination process.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,100,000.00**

Other basis for payment: Established fee schedule for services

II. JUSTIFICATION

7. What conditions require that this work be done?

The Social Security Administration (SSA) requires disability claims to be processed through the Bureau of Disability Adjudication for review. Part of the review process requires a consultative exam from an acceptable medical source to obtain information to make the disability determination as defined by the SSA and the Social Security Act.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Documentation of the existence of a claimant's impairment must come from medical professionals defined by SSA's regulations as "acceptable medical sources".

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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 | khawkin1 | 04/16/2014 10:45:44 AM |
| Division Approval | shendren | 04/16/2014 14:47:28 PM |
| Department Approval | mcost1 | 04/17/2014 07:54:32 AM |
| Contract Manager Approval | mcost1 | 04/17/2014 07:54:40 AM |
| Budget Analyst Approval | knielsen | 04/21/2014 09:42:03 AM |
| BOE Agenda Approval | cwatson | 04/21/2014 09:58:23 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

| | |
|--|--|
| 1. Contract Number: 10484 | Amendment Number: 5 |
| Agency Name: EMPLOYMENT SECURITY DIVISION | Legal Entity Name: Capgemini Government Solutions |
| Agency Code: 902 | Contractor Name: Capgemini Government Solutions |
| Appropriation Unit: 4771-77 | Address: 1900 Campus Commons Dr. STE 250 |
| Is budget authority available?: Yes | City/State/Zip: Reston, VA 20191 |
| If "No" please explain: Not Applicable | Contact/Phone: Michael O'Malley 571-336-1610 |
| | Vendor No.: T32001021 |
| | NV Business ID: NV20101213337 |

To what State Fiscal Year(s) will the contract be charged? **2010-2016**

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **1473-11-UIMOD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/09/2010**

Anticipated BOE meeting date **05/2014**

Retroactive? **Yes**

If "Yes", please explain

Based on the need for Capgemini to comply with the sequestration rules for the UI program, the Department respectfully requests the approval of a retroactive contract effective date of April 11, 2013.

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **6 years and 112 days**

4. Type of contract: **Contract**

Contract description: **Unempl. Ins Sys Mod**

5. Purpose of contract:

This is the fifth amendment to the original contract, which continues ongoing provisions for an automated computer system to process wage, contributions, benefits, appeals, & other information related to Nevada's statewide Unemployment Insurance (UI) programs, replacing the department's UI Legacy applications. This amendment extends the termination date from June 30, 2014 to May 31, 2016 and increases the maximum amount from \$32,384,375 to \$32,584,375 due to change order 130411-49 implementing the U. S. Department of Labor FY2013 UI Sequestration process, which increases the contract amount by \$200,000, and change order 130604-11 separating the final Release 2 implementation into Benefits, Appeals and Contributions sub-releases, which extends the contractual termination date to accommodate a 12 month warranty period.

6. CONTRACT AMENDMENT

| | |
|--|-----------------|
| 1. The maximum amount of the original contract: | \$27,943,902.00 |
| 2. Total amount of any previous contract amendments: | \$4,440,473.00 |
| 3. Amount of current contract amendment: | \$200,000.00 |
| 4. New maximum contract amount: | \$32,584,375.00 |
| and/or the termination date of the original contract has changed to: | 05/31/2016 |

II. JUSTIFICATION

7. What conditions require that this work be done?

The new automated Unemployment Insurance (UI) system will replace the current DETR UI legacy program to process wage, contributions, benefits, appeals, and other information related to Nevada's statewide Unemployment Insurance programs. The legacy system does not accommodate new UI benefit types, does not use modern database features and functions, is batch oriented and does not contain sufficient online real-time data edits, does not provide adequate web features to properly support Nevada's UI customers, and has security issues and other technology deficiencies related to 30 year old applications,

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Recent modernized UI systems implemented for other sister States use new technologies and commercially available products to enhance UI processes. DETR does not have the products, manpower, expertise, and available time to fully implement an automated Unemployment Insurance program of this size by itself. External resources are required to complete the task.

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?

Contractor was chosen based on a weighted average of evaluation criteria. Contractor had the highest overall score as determined by an evaluation committee of six (6).

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 | mcost1 | 04/14/2014 16:46:44 PM |
| Division Approval | mcost1 | 04/14/2014 16:46:48 PM |

| | | |
|---------------------------|----------|------------------------|
| Department Approval | mcost1 | 04/14/2014 16:46:52 PM |
| Contract Manager Approval | mcost1 | 04/14/2014 16:46:57 PM |
| DoIT Approval | csweeney | 04/16/2014 14:23:54 PM |
| Budget Analyst Approval | knielsen | 04/16/2014 15:33:37 PM |
| BOE Agenda Approval | cwatson | 04/17/2014 10:05:07 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: 13447 | Amendment Number: 2 |
| Agency Name: DETR ADMINISTRATIVE SERVICES | Legal Entity Name: OREGON UNIVERSITY SYSTEM DBA |
| Agency Code: 908 | Contractor Name: OREGON UNIVERSITY SYSTEM DBA |
| Appropriation Unit: 3273-26 | Address: UNIVERSITY OF OREGON |
| Is budget authority available?: Yes | PO BOX 3237 |
| If "No" please explain: Not Applicable | City/State/Zip: EUGENE, OR 97403-0237 |
| | Contact/Phone: null541/346-1055 |
| | Vendor No.: T80944277 |
| | NV Business ID: Government Entity |

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 % State Career Enhancement Funds |

Agency Reference #: 1742-13-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **2 years and 364 days**

4. Type of contract: **Interlocal Agreement**
Contract description: **Licensing Agreement**

5. Purpose of contract:

This is the second amendment to the original interlocal agreement that continues ongoing licensing for the Career Information System for utilization in the State of Nevada. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$137,200 to \$205,600 due to the extended term of the licensing agreement.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$68,800.00 |
| 2. Total amount of any previous contract amendments: | \$68,400.00 |
| 3. Amount of current contract amendment: | \$68,400.00 |
| 4. New maximum contract amount: | \$205,600.00 |
| and/or the termination date of the original contract has changed to: | 06/30/2015 |

II. JUSTIFICATION

7. What conditions require that this work be done?

A licensing agreement is required to enter into this contract for the Career Information System (CIS) components, inclusive of CIS content, CIS software, and CIS materials.

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 capacity to perform this work.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement with another public agency. The Career Information System is a proprietary service offered by the University of Oregon.

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 University of Oregon has been under contract with the Department of Employment, Training and Rehabilitation since 1992 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 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 | mcost1 | 04/02/2014 16:24:18 PM |
| Division Approval | mcost1 | 04/02/2014 16:24:22 PM |
| Department Approval | mcost1 | 04/02/2014 16:24:25 PM |
| Contract Manager Approval | mcost1 | 04/02/2014 16:25:48 PM |
| Budget Analyst Approval | knielsen | 04/10/2014 10:51:32 AM |
| BOE Agenda Approval | sbrown | 04/10/2014 11:49:23 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15510**

| | |
|--|---|
| Agency Name: PUBLIC EMPLOYEES' BENEFITS | Legal Entity Name: HOMETOWN HEALTH PROVIDERS |
| Agency Code: 950 | Contractor Name: HOMETOWN HEALTH PROVIDERS |
| Appropriation Unit: 1338-10 | Address: INSURANCE CO INC - PPO PREMIUM |
| Is budget authority available?: Yes | 830 HARVARD WAY |
| If "No" please explain: Not Applicable | City/State/Zip: RENO, NV 89502-2055 |
| | Contact/Phone: null775/982-3181 |
| | Vendor No.: T29003541 |
| | NV Business ID: NV19871019956 |
| To what State Fiscal Year(s) will the contract be charged? | 2015-2019 |

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.

| | | | |
|---------------|--------|------------------------|--|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % 63% State Subsidy/ 37% Premium Revenue |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **5 years**

4. Type of contract: **Contract**

Contract description: **Statewide PPO**

5. Purpose of contract:

This is a new contract that continues the ongoing service of providing an in state (inside Nevada) Preferred Provider Organization medical network for participants of the Public Employees' Benefits Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,033,380.00**

Payment for services will be made at the rate of \$0.00 per per participant per month

Other basis for payment: \$3.90 (Year 1), \$4.10 (Year 2), \$4.30 (Year 3), \$4.51 (Year 4), \$4.74 (Year 5)

II. JUSTIFICATION

7. What conditions require that this work be done?

PEBP offers a statewide medical PPO network for participants of the program who choose to enroll in the high deductible health plan.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state of Nevada does not contract or lease a medical network of its own.

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 by the evaluation committee because of pricing, network access and pricing transparency.

d. Last bid date: 12/01/2013 Anticipated re-bid date: 12/01/2018

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:

Hometown Health and Sierra Healthcare Options is PEBP's current medical PPO network provider. PEBP is very satisfied by the work and services offered by Hometown Health and Sierra Healthcare Options.

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 | mstron1 | 04/02/2014 09:05:48 AM |
| Division Approval | mstron1 | 04/02/2014 09:05:50 AM |
| Department Approval | mstron1 | 04/02/2014 09:05:52 AM |
| Contract Manager Approval | mstron1 | 04/02/2014 09:05:54 AM |
| Budget Analyst Approval | jstrandb | 04/10/2014 10:40:53 AM |
| BOE Agenda Approval | cwatson | 04/11/2014 11:14:41 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: **15503**

Agency Name: **PUBLIC EMPLOYEES' BENEFITS**
Agency Code: **950**
Appropriation Unit: **1338-12**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **STANDARD INSURANCE COMPANY**
Contractor Name: **STANDARD INSURANCE COMPANY**
Address: **1100 SW 6TH AVE**
City/State/Zip: **PORTLAND, OR 97204-1010**
Contact/Phone: null971/321-3601
Vendor No.: T29000017
NV Business ID: NV19971294431

To what State Fiscal Year(s) will the contract be charged? **2015-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source 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 % paid via automatic payroll deductions from participants who choose to enroll for this benefit |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **6 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Voluntary Life**

5. Purpose of contract:

This is a new contract that continues ongoing Voluntary Group Life Insurance for participants of the Public Employees Benefit Program who choose to enroll in this benefit.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500,000.00**

Other basis for payment: paid via automatic payroll deductions for participants who choose to enroll for this service

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a voluntary life insurance benefit by the PEBP Board.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not licensed to provide this service.

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 is the incumbent vendor and was chosen by the evaluation committee for having the best pricing with the best group rates and value added services.

d. Last bid date: 02/01/2014 Anticipated re-bid date: 02/01/2020

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:

Standard Insurance is PEBP's current vendor for voluntary life insurance, voluntary short term disability insurance and group life insurance. PEBP is very satisfied with the services provided by Standard.

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 | mstron1 | 04/01/2014 09:53:02 AM |
| Division Approval | mstron1 | 04/01/2014 09:53:05 AM |
| Department Approval | mstron1 | 04/01/2014 09:53:07 AM |
| Contract Manager Approval | mstron1 | 04/01/2014 09:53:09 AM |
| Budget Analyst Approval | cwatson | 04/09/2014 11:03:14 AM |
| BOE Agenda Approval | cwatson | 04/09/2014 11:03:23 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15504**

Agency Name: **PUBLIC EMPLOYEES' BENEFITS**
Agency Code: **950**
Appropriation Unit: **1338-12**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **STANDARD INSURANCE COMPANY**
Contractor Name: **STANDARD INSURANCE COMPANY**
Address: **1100 SW 6TH AVE**
City/State/Zip: **PORTLAND, OR 97204-1010**
Contact/Phone: null971/321-3601
Vendor No.: T29000017
NV Business ID: NV19971294431

To what State Fiscal Year(s) will the contract be charged? **2015-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source 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 % paid via automatic payroll deductions from participants who choose to enroll for this benefit |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **6 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Voluntary STDI**

5. Purpose of contract:

This is a new contract that continues ongoing Voluntary Short Term Disability Insurance for participants of the Public Employees Benefit Program who choose to enroll in this benefit.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: paid via automatic payroll deductions for participants who choose to enroll for this benefit

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a voluntary benefit approved by the PEBP Board.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not licensed to provide this service.

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 is the incumbent vendor and was selected by the evaluation committee because they had the best pricing and best value added services.

d. Last bid date: 02/01/2014 Anticipated re-bid date: 02/01/2020

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:

Standard Insurance is PEBP's current vendor for voluntary life insurance, voluntary short term disability insurance and group life insurance. PEBP is very satisfied by the services provided by Standard.

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 | mstron1 | 04/01/2014 10:52:44 AM |
| Division Approval | mstron1 | 04/01/2014 10:52:53 AM |
| Department Approval | mstron1 | 04/01/2014 10:52:52 AM |
| Contract Manager Approval | mstron1 | 04/01/2014 10:52:59 AM |
| Budget Analyst Approval | jstrandb | 04/07/2014 14:54:44 PM |
| BOE Agenda Approval | cwatson | 04/11/2014 11:16:45 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: **15513**

| | |
|---|--|
| Agency Name: MSA MASTER SERVICE AGREEMENTS | Legal Entity Name: Golden Gate Petroleum of Nevada, LLC |
| Agency Code: MSA | Contractor Name: Golden Gate Petroleum of Nevada, LLC |
| Appropriation Unit: 9999 - All Categories | Address: 1340 Arnold Dr. |
| Is budget authority available?: Yes | City/State/Zip: Marinez, CA 94553 |
| If "No" please explain: Not Applicable | Contact/Phone: Pat O'Keefe 928-228-2222 |
| | Vendor No.: |
| | NV Business ID: NV20071086512 |

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 % Various |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**

Anticipated BOE meeting date 05/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2016**

Contract term: **1 year and 263 days**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies have the need for bulk fuel and delivery service.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ bulk fuel and delivery services for the State.

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 RFQ 3064 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is on of 12 Vendors selected by the appointed eval. committee.

d. Last bid date: Anticipated re-bid date: 10/01/2015

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?

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 | sberry | 04/08/2014 10:05:32 AM |
| Division Approval | sberry | 04/08/2014 10:05:36 AM |
| Department Approval | sberry | 04/08/2014 10:05:39 AM |
| Contract Manager Approval | nfese1 | 04/08/2014 10:50:31 AM |
| Budget Analyst Approval | sjohnso9 | 04/09/2014 09:18:37 AM |
| BOE Agenda Approval | sbrown | 04/10/2014 09:55:57 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15349**

| | |
|---|---|
| Agency Name: MSA MASTER SERVICE AGREEMENTS | Legal Entity Name: IPC (USA) Fuel Distribution |
| Agency Code: MSA | Contractor Name: IPC (USA) Fuel Distribution |
| Appropriation Unit: 9999 - All Categories | Address: 20 Pacifica Suite 650 |
| Is budget authority available?: Yes | City/State/Zip: Irvine, CA 92618 |
| If "No" please explain: Not Applicable | Contact/Phone: Blanca Hurtado 949-648-5620 |
| | Vendor No.: |
| | NV Business ID: NV20031416500 |

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 % Various |

Agency Reference #: **RFQ 3064**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2016**

Contract term: **1 year and 275 days**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies have the need for bulk fuel and delivery services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ bulk fuel and delivery services for the State.

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 RFQ 3064 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 11 Vendors selected by the appointed eval. committee.

d. Last bid date: Anticipated re-bid date: 10/01/2015

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?

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 | sberry | 03/19/2014 10:07:52 AM |
| Division Approval | sberry | 03/19/2014 10:07:55 AM |
| Department Approval | sberry | 03/19/2014 10:07:57 AM |
| Contract Manager Approval | nfese1 | 03/20/2014 09:05:32 AM |
| Budget Analyst Approval | sjohnso9 | 04/07/2014 09:02:03 AM |
| BOE Agenda Approval | sbrown | 04/10/2014 08:31:54 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: **15520**

| | |
|---|---|
| Agency Name: MSA MASTER SERVICE AGREEMENTS | Legal Entity Name: Inter-State Oil Company |
| Agency Code: MSA | Contractor Name: Inter-State Oil Company |
| Appropriation Unit: 9999 - All Categories | Address: 50 Lillard Dr. |
| Is budget authority available?: Yes | City/State/Zip: Sparks, NV 89434 |
| If "No" please explain: Not Applicable | Contact/Phone: Jim Motsinger 775-359-1586 |
| | Vendor No.: |
| | NV Business ID: NV19781011589 |

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 % Various |

Agency Reference #: **RFQ 3064**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**

Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2016**

Contract term: **1 year and 263 days**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state-owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies have the need for bulk fuel and delivery services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ bulk fuel and delivery for the State.

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 RFQ 3064 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 13 Vendors selected by the appointed eval. committee.

d. Last bid date: Anticipated re-bid date: 10/01/2015

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?

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 | sberry | 04/08/2014 10:11:03 AM |
| Division Approval | sberry | 04/08/2014 10:11:06 AM |
| Department Approval | sberry | 04/08/2014 10:11:10 AM |
| Contract Manager Approval | nfese1 | 04/08/2014 10:51:47 AM |
| Budget Analyst Approval | sjohnso9 | 04/14/2014 07:22:18 AM |
| BOE Agenda Approval | cwatson | 04/18/2014 07:45:39 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

| | |
|--|---|
| 1. Contract Number: 11974 | Amendment Number: 3 |
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: RADCO COMMUNICATIONS, LLC |
| Agency Code: MSA | Contractor Name: RADCO COMMUNICATIONS, LLC |
| Appropriation Unit: 9999 - All Categories | Address: 450 US HIGHWAY 395 N |
| Is budget authority available?: Yes | City/State/Zip: CARSON CITY, NV 89704-9581 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/826-6338 |
| | Vendor No.: T29007652 |
| | NV Business ID: NV20051105274 |

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|---------------|--------|------------------------|-------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Various |

Agency Reference #: **RFP 1877**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2011**

Anticipated BOE meeting date **05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/12/2015**

Contract term: **4 years and 1 day**

4. Type of contract: **MSA**

Contract description: **Communications**

5. Purpose of contract:

This is the third amendment to the original contract to provide communication site parts and services including general maintenance on an as needed basis. This amendment increases the maximum amount from \$600,000 to \$750,000 based on usage for the Enterprise Information Technology Services Division.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$200,000.00 |
| 2. Total amount of any previous contract amendments: | \$400,000.00 |
| 3. Amount of current contract amendment: | \$150,000.00 |
| 4. New maximum contract amount: | \$750,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies do not have the expertise to perform the array of communication site maintenances.

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 requirement.

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 one of the nine highest ranked vendors selected from eleven proposers.

d. Last bid date: 10/25/2010 Anticipated re-bid date: 10/24/2014

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:

Contracted with DoIT in 2006; service rating was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | ldeloach | 03/31/2014 14:11:54 PM |
| Division Approval | ldeloach | 03/31/2014 14:11:57 PM |
| Department Approval | ldeloach | 03/31/2014 14:12:01 PM |
| Contract Manager Approval | gburchet | 04/01/2014 15:19:55 PM |
| DoIT Approval | bbohm | 04/03/2014 06:17:30 AM |
| Budget Analyst Approval | sjohnso9 | 04/08/2014 11:41:29 AM |
| BOE Agenda Approval | sbrown | 04/10/2014 08:20:53 AM |

15. 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 from April 1, 2014 through April 30, 2014.

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|---|---------------------|----------|
| 15363 | Department of Health and Human Services – Public and Behavioral Health | Nye Communities Coalition, Inc. | Contract | \$10,549 |
| Contract Description: | This is a new contract to sustain and support diabetes self-management (DSME) programs in Nye, Esmeralda and Lincoln Counties. | | | |
| 15509 | Department of Administration – State Public Works Division | Rounds Engineering, Ltd. Dba CR Engineering | Contract | \$15,000 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services for the United States Property and Fiscal Office Boiler Replacement; Project No. 14-A013-14; Contract No. 97005. | | | |
| 15511 | Department of Conservation and Natural Resources – State Parks Division | Impact Construction | Contract | \$19,480 |
| Contract Description: | This is a new contract to provide sand removal of approximately 6000 cubic yards and reseal asphalt at the Lahontan State Recreational Area - Beach 3 day use area. | | | |
| 15505 | Department of Conservation and Natural Resources – State Parks Division | Brad Leonard Painting | Contract | \$17,008 |
| Contract Description: | This is a new contract to provide repair and painting on Valley of Fire State Park structures. | | | |
| 15444 | Department of Training, Rehabilitation and Employment – Employment Security Division | Curtis Meyer dba Superior Janitorial Services | Contract | \$23,880 |
| Contract Description: | This is a new contract that continues ongoing janitorial services for the Elko Job Connect office located at 172 6th Street, Elko, NV 89801. | | | |
| 15474 | Department of Administration – Hearings and Appeals Division | Olivia Rienshagen-Hernandez | Contract | \$24,999 |
| Contract Description: | This is a new contract which provides for Spanish interpretation services during Administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|--|---|----------------------------|---------------|
| 15524 | Board of Accountancy | Kaempfer, Crowell, Renshaw, Gronauer & Fiorentino | Contract | \$47,250 |
| Contract Description: | This is a new contract to provide government affairs assistance to the Nevada State Board of Accountancy. This government affairs support will provide the Nevada State Board of Accountancy with assistance in preparing, planning and responding to legislative issues brought forth concerning Nevada Certified Public Accountants and Nevada citizens. In addition the contractor will provide professional assistance to the Nevada State Board of Accountancy during the statute and regulation drafting process when responding to statute changes, regulation changes and public protection issues. The skill and expertise provided by the contractor will ensure the Nevada State Board of Accountancy protects the public by actively participating and responding to each legislative issue in a proficient and productive manner. | | | |
| 15433 | Department of Conservation and Natural Resources – Forestry Division | Wayne Weaver | Contract | \$24,000 |
| Contract Description: | This is a new contract to provide ongoing routine maintenance of the water cooling and heating system as the Sierra Front Interagency Dispatch Center. | | | |
| 15522 | Department of Administration – State Public Works Division | URS Corporation | Contract | \$20,960 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services to recondition existing water tanks, Phase I (Indian Springs Prison complex); Project No. 13-M42; Contract No. 95780. | | | |
| 15507 | Department of Health and Human Services – Department of Child and Family Services | Watertech, Inc. | Contract | \$19,905 |
| Contract Description: | This is a new contract that continues ongoing water treatment maintenance for the two chillers located on State owned property at 6171 W Charleston Blvd in Las Vegas. | | | |
| 15506 | Department of Health and Human Services – Department of Child and Family Services | Stephen Galloway | Contract | \$43,200 |
| Contract Description: | This is a new contract that continues ongoing psychological consultation and assessment evaluations for youth located at Nevada Youth Training Center. | | | |
| 15537 | Department of Administration – Nevada State Library & Archives – CLAN | Lincoln County | Contract | \$18,550 |
| Contract Description: | This is a new cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. | | | |
| 15384 | Department of Agriculture | San Joaquin Chemicals, Inc. | Contract | \$22,642 |
| Contract Description: | This is new contract to provide inspection services for the department's cooling tower. Cooling towers must be inspected for scale, corrosion and fouling and serviced as needed to bring it back into compliance. The contract will test the water to determine if additional special chemicals are needed to bring back into code. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/AMENDMENT | AMOUNT |
|------------------------------|---|---|---------------------------|---------------|
| 15515 | Department of Training, Rehabilitation and Employment – Rehabilitation Division | Cheryl Abbott | Contract | \$27,000 |
| Contract Description: | This is a new contract to provide an independent monitor to monitor the effectiveness of the Rehabilitation Services Administration Independent Living (RSA/IL) grant administration. The grant is administered under the auspices of the Aging and Disability Services Division (ADSD). The goals of the monitoring activities are to gauge customer satisfaction, measure the impact of the services on the ability of the individuals with disabilities to attain or retain independent living and to verify the expenditures were appropriately administered. The review is designed to meet the need to assure quality services are provided. The vendor shall be paid at the completion of each monitoring period's interviews and the acceptance of the final report by the Division. | | | |
| 15427 | Department of Agriculture | Life Technologies Corporation dba Applied Biosystems/Invitrogen | Contract | \$36,207 |
| Contract Description: | This is a new contract to provide certification and full-service maintenance for the Lifetech 7500 Real Time PCR (polymerase chain reaction) system and the Lifetech 7500 FAST Real Time PCR system in the Animal Disease and Food Safety Laboratory that can do real time animal testing. Annual maintenance contracts for analytical equipment are required to achieve and maintain IOS17025 (International Organization for Standardization) certification. Laboratories use IOS17025 to implement a quality system aimed at improving their ability to consistently produce valid results. The quality assurance programs in diagnostic laboratories have to meet this international standard in order to generate legally defensible results. | | | |
| 15429 | Department of Administration – Fleet Services Division | Ideco NV, Inc. | Contract | \$10,000 |
| Contract Description: | This is a new contract to provide repair, maintenance and certification of gasoline and diesel fuel dispenser equipment such as fuel tanks, fuel pumps, and fuel monitoring equipment and fuel dispensers in the Las Vegas area. | | | |
| 15512 | Attorney General's Office | William N. Morrison, Inc. | Contract | \$10,000 |
| Contract Description: | This is a new contract to provide expert witness services for an accident reconstruction in the defense of a lawsuit filed against the State of Nevada. | | | |
| 15496 | Attorney General's Office | White Pine County District Attorney | Contract | \$25,000 |
| Contract Description: | This is a new revenue contract to provide prosecution services on behalf of the Office of the District Attorney, White Pine County. | | | |
| 15476 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | Department of Administration | Contract | \$20,000 |
| Contract Description: | This is a new intrastate interlocal contract that continues on-going services to provide neutral, knowledgeable, and experienced attorney Hearing Officer services for hearings as requested; have attorney Hearing Officers attend training offered by the Rehabilitation Division or other appropriate entities; have the Chief Hearing Officer assign fair hearings to the appropriate attorney Hearing Officer; take and preserve a record of the fair hearing proceedings including providing for audio recordings; as needed, prepare a record of the proceedings and transmit it to the applicable court jurisdiction within the time frame established by NRS 233B.131(1), or other time frame established by law; and promptly forward any request for a certified court reporter to the department. | | | |
| 13387 | Department of Administration – State Public Works Division | Roseville Termite & Pest Control | Amend #1 | \$17,000 |
| Contract Description: | This is the first amendment to the original new contract, which provides ongoing pest control services, exterior and interior, on an as-needed basis for various state buildings in the Carson City and Reno area, upon the request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$20,000 to \$37,000 due to an increased need for these services. | | | |

| CONTRACT # | STATE AGENCY | CONTRACTOR | CONTRACT/ AMENDMENT | AMOUNT |
|------------------------------|---|---|----------------------------|---------------|
| 15540 | Department of Conservation and Natural Resources | Department of Interiors dba Bureau of Land Management | Contract | \$14,748 |
| Contract Description: | This is a new interlocal agreement to conduct an environmental site assessment to provide State Parks and State Lands necessary information required to acquire title to the federal land, designated in the Lincoln County and White Pine County Bills to transfer to Kershaw Ryan, Cathedral Gorge, Beaver Dam and Ward Charcoal Ovens State Parks. | | | |
| 15554 | Department of Administration – State Public Works Division | Coda Architecture | Contract | \$12,600 |
| Contract Description: | This is a new contract to provide professional architectural/engineering services to rehabilitate the historic building (Old Las Vegas Mormon Fort Park); Project No. 13-M53; Contract No. 95800. | | | |
| 14243 | Department of Employment, Training and Rehabilitation – Rehabilitation Division | Naval Supply Center – San Diego Code 200 | Amend #4 | \$3,965.17 |
| Contract Description: | This is the fourth amendment to the original contract to provide full food service support at the Naval Air Station in Fallon, Nevada. This amendment increases the maximum amount from \$1,084,743.12 to \$1,088,708.29 due to the need for emergency food services provided as a result of a plane crash at the Fallon Naval Air Base. | | | |
| 10876 | Department of Employment, Training and Rehabilitation – Employment Security Division | Las Vegas Interpreters Connection, LLC. | Amend #5 | \$20,000 |
| Contract Description: | This is the fifth amendment to the original contract, which continues ongoing English/Spanish interpretation services at Unemployment Insurance hearings and other meetings where interpreters need to be fluent in both languages and the interpretation must be on a word-for-word basis for clients. This amendment increases the maximum amount from \$185,000 to \$205,000 due to a continued need for these services. | | | |
| 14896 | Department of Administration – Enterprise Information Technology Services | Mentor Services Corporation | Amend #1 | \$18,000 |
| Contract Description: | This is the first amendment to the original contract, which provides Introduction to Removable Media Manager and Hardware Management Console Operation training in Carson City, Nevada. This amendment extends the termination date from March 31, 2014 to March 31, 2016, and increases the maximum amount from \$12,000 to \$30,000 due to continued need for training. | | | |



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: April 7, 2014
To: Stephanie Day, Deputy Director
Department of Administration
From: Jim Rodriguez, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF
STATE LANDS

Reason for submittal, i.e., statutory requirement, letter of intent, IFC request, etc.

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending March 31, 2014 (reference NRS 321.5954).

Brief description

- **1989 Tahoe Basin Act**
 - The agency reports there were no transfers of lands or interests in lands during the quarter.
 - On March 26, 2014 the Nevada Division of State Lands held a public auction where a Residential Development Right associated with a Tahoe Basin Act parcel was made available for sale. That offering resulted in the sale of the Development Right for

\$15,100. Upon the closing of escrow, those proceeds will be deposited into the appropriate budget account, and the proceeds will be used to support continued forest health and fuels management projects in the basin.

- **Lake Tahoe Mitigation Program**

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

| |
|--|
| REVIEWED: <u> <i>AW</i> </u> |
| INFO ITEM: <u> </u> |

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

CHARLES DONOHUE
Acting Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov


STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

April 1, 2014

MEMORANDUM

TO: Jeff Mohlenkamp, Clerk
Nevada State Board of Examiners

FROM: Charles Donohue, Acting Administrator 
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND
LAKE TAHOE MITIGATION PROGRAM – 3rd QUARTER SFY 2014**

RECEIVED
APR 03 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Tahoe Basin Act:

Pursuant to Chapter 111, Statutes of Nevada, 1989, at page 263, which requires a quarterly report to the Board of Examiners, this memorandum is to report lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program during the quarter ending March 31, 2014.

- There were no transfers of lands or interests in lands during this quarter. However, on March 26, 2014 the Nevada Division of State Lands held a public auction at which a Residential Development Right associated with a Tahoe Basin Act parcel was made available. This Development Right was sold for \$15,100.00 and upon closing of escrow the proceeds will be deposited into the respective Budget Account that allows for continued forest health and fuels management of state owned parcels at Lake Tahoe.

Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending March 31, 2014.

- There were no transfers of lands or interests in lands during this quarter.
- There were no acquisitions of lands or interests in lands during this quarter.

In the event you have any questions or would like additional information please call me.

CD/er

cc: Leo Drozdoff, Director, Department of Conservation and Natural Resources

Addendum:

NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

(a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;

(b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;

(c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and

(d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

(a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.

(b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

(1) An easement for conservation as that term is defined in NRS 111.410;

(2) The right to develop the real property;

(3) The right to place land coverage on the real property; and

(4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)



Nevada Silver State Health Insurance Exchange

Assessment Report

April 25, 2014

Deloitte.

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Executive Summary

Background

Deloitte Consulting LLP (Deloitte) was engaged to conduct an assessment of the current state of the Silver State Health Insurance Exchange (SSHIX) functionality, supporting processes, and technologies. The purpose of the assessment was to identify key strengths, gaps, issues, and remediation options. The cooperation of the many stakeholders engaged was integral to the successful completion of the assessment. The comments and suggestions refer to all parties unless otherwise identified.

Key Observations

Over the course of the assessment, six key improvement opportunities emerged:

- I. **Project Management and Governance:** A robust project governance framework is necessary for successful monitoring, control, stakeholder input, and execution
- II. **Solution Functionality:** A basic level of functionality must be operational so that the system is accessible and usable for consumers and provides insurers with necessary services
- III. **Call Center:** Targeted improvements in Call Center processes would positively impact consumer and public perception
- IV. **Technology – Systems Development Life Cycle (SDLC):** Adherence to common software development practices is necessary to deliver a reliable portal for end-users
- V. **Technology – Infrastructure:** IT infrastructure and operations must be robust so that the Exchange can provide consistent support to its end users
- VI. **Technology – Security:** Governance over security and visibility into information security controls is necessary to secure citizens' data

Options

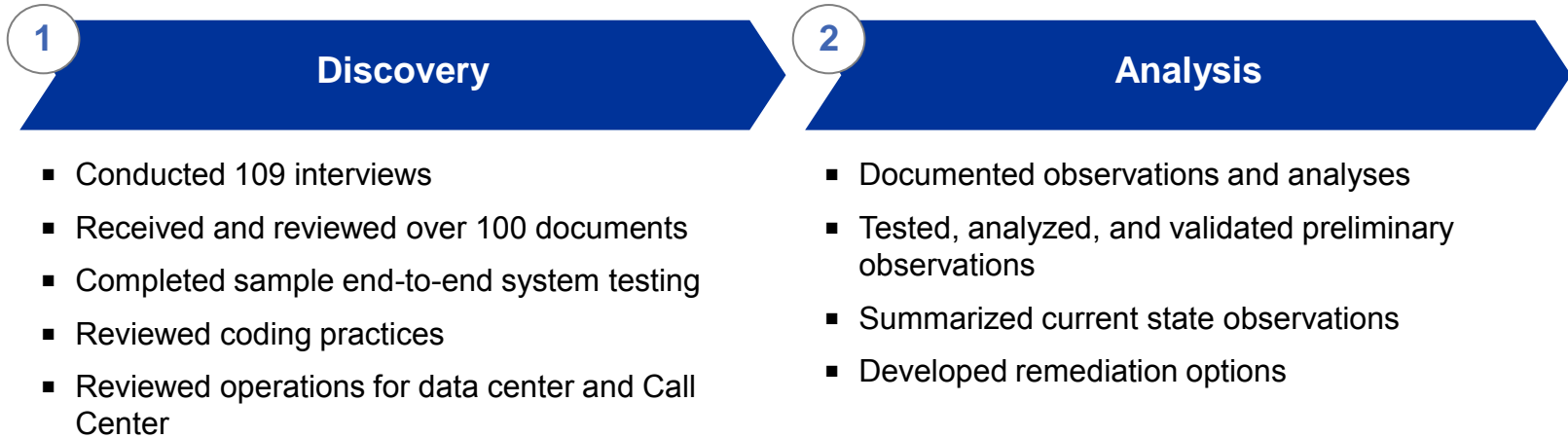
While there are many options, given the observations gathered during the time of the assessment, Deloitte identified three principal options for the Exchange to consider in order to remediate current state challenges and meet the deadline for a successful 2015 open enrollment:

- **Option 1 – Remediate the Current System:** The SSHIX would continue to use the current technology but undertake significant remediation and enhancements
- **Option 2 – Transfer a State Based Marketplace (SBM):** The SSHIX would import a functioning State Based Marketplace from one of the states that was granted approval by CMS to build and operate an SBM
- **Option 3 – Transition to the Federally Facilitated Marketplace (FFM):** The SSHIX would transition to the FFM for both Individual and Small Business Health Option (SHOP) Exchanges

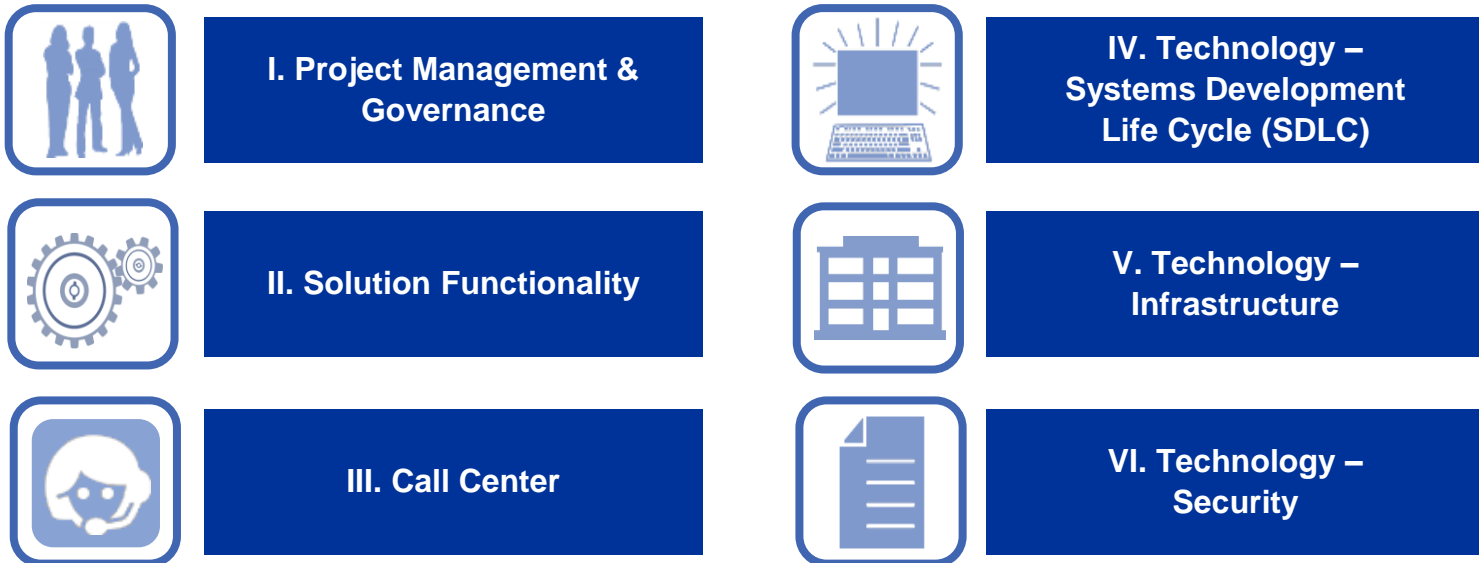


Approach





The assessment addressed six key categories



To efficiently divide project aspects for the assessment and provide an overview of the operational status of the SSHIX, Deloitte organized the assessment into these six main categories:



The assessment included a detailed analysis across the following 41 focus areas

| I. Project Management & Governance | II. Solution Functionality | III. Call Center | IV. Technology - SDLC | V. Technology - Infrastructure | VI. Technology - Security |
|---|--|--|--|---|--|
|  |  |  |  |  |  |
| <ul style="list-style-type: none"> ▪ Organizational Management ▪ Scope Management ▪ Communication Management ▪ Quality Management ▪ Risk/Issue Management ▪ Resource Management ▪ Change Management ▪ Schedule Management ▪ Stakeholder Management | <ul style="list-style-type: none"> ▪ Enrollment ▪ Brokers ▪ Small Business Health Option (SHOP) ▪ Administrative ▪ Electronic Data Interchange (EDI) ▪ Eligibility ▪ Plan Management ▪ Financial Management ▪ Testing | <ul style="list-style-type: none"> ▪ Call Center Operating Model ▪ Employee Engagement ▪ Facilities ▪ Interactive Voice Response (IVR) ▪ Learning & Development ▪ Operating Infrastructure ▪ Workforce Management | <ul style="list-style-type: none"> ▪ Requirements ▪ Release Management ▪ Design ▪ Development ▪ Testing ▪ Operations | <ul style="list-style-type: none"> ▪ Configuration Management ▪ Capacity Management ▪ Virtualization ▪ Performance ▪ Backup/Disaster Recovery ▪ Infrastructure-as-a-Service (IaaS) ▪ Network | <ul style="list-style-type: none"> ▪ Security Documentation ▪ Security Architecture ▪ Security Governance |



Current State Observations



A robust project governance framework is necessary for successful monitoring, control, stakeholder input, and execution

I. Project Management & Governance

Current State Observation

- Despite being understaffed in roles that support business and IT operations, the Exchange continues to be dedicated and works tirelessly for the success of the program
- Project governance lacks structure and a clear definition of relationships, roles, and responsibilities for contractor, subcontractors, and the Exchange
- External stakeholders perceive:
 - issues and concerns are not addressed in a timely manner
 - there is infrequent communication throughout the duration of the project
- A lack of pairing of key staff (contractor and the Exchange) results in incomplete or delays in dissemination of time-sensitive information critical to supporting Exchange consumers

Remediation Effect

- Despite many challenges and open issues with the program, the Exchange has been able to enroll more than 100K Medicaid and 32K Qualified Health Plan (QHP) enrollees
- Implementing a sound governance framework that is interdependent with project management would more clearly define the relationships, roles, and responsibilities of all internal project team members and promote more efficient and timely decision-making
- Creating communication pathways to address the issues and concerns of key stakeholders would result in greater transparency of information and more timely issue resolution
- Creating one-to-one counterpart pairing in key staff between the Exchange's and contractor's key staff would facilitate clearer communications and more informed and expedient decision making

**Please see appendix for additional current state observations*





A robust project governance framework is necessary for successful monitoring, control, stakeholder input, and execution

I. Project Management & Governance (continued)

Current State Observation

- There appears to be many organizational silos and gaps in the contractor's team structure, which when coupled with a geographically dispersed and highly complex environment, contribute to misalignment among workstreams and fragmentation of responsibilities
- Formal risk/issue escalation processes and a Change Control Board (CCB) are in place for the project but are not consistently followed
- Project documentation is outdated or incomplete. As of this report, 31 of 53 required Xerox deliverables were approved (58%). Undocumented changes of priorities, resources, and other contingencies have created an uncertainty around the current state of the project and its priorities
- All significant project management activities (e.g., risk and issue management, deliverable management) in the contractor Project Management Office (PMO) are constrained by a limited number of resources

Remediation Effect

- Putting cross-functional decision-making processes in place would facilitate better alignment of objectives and outcomes among workstreams
- Enforcing the formal process to mitigate risks and issues would facilitate a more effective and consistent approach to problem resolution
- Keeping documentation up-to-date is critical to enabling the Exchange to exert proper oversight of the Business Operations Solution (BOS)
- Assigning appropriate project management resources in the contractor PMO to match the level of responsibility and effort would help facilitate greater process adherence and enforcement

**Please see appendix for additional current state observations*





A basic level of functionality must be operational so that the system is accessible and usable for consumers and provides insurers with necessary services

II. Solution Functionality

Current State Observation

- Enhancements to check routing and disbursement from the P.O. Box have been implemented
- Key basic functionality is missing in the BOS. As of April 1, 2014, there are 143 “fast-follow” items that are planned (“fast-follow” items refer to functionality gaps and in-scope functionality that were deferred until after October 2013). In addition, there are 1,500+ outstanding defects, of which 500+ are considered higher severity. The release plan is not complete
- Carriers receive incorrect, missing, and inconsistent enrollment and payment information
- The Call Center does not have the capacity to accept phone calls on a consistent basis during high volumes, and when the BOS is inaccessible, the Call Center cannot service callers
- The testing (Staging) environment is unreliable and does not replicate the full end-to-end production environment

Remediation Effect

- Improving the business processes of check routing, disbursement, and issue resolution have resulted in a significant drop in unallocated payments
- Addressing the critical functionality gaps and fixing outstanding defects in the BOS solution are necessary to stabilize the solution and improve the ability for end users to use the system effectively. Improving the functionality will likely decrease the volume of Call Center inquiries and increase Call Center representatives’ ability to resolve consumer calls
- Improving the EDI processes may reduce the delays in consumers’ health coverage as well as carriers’ submission of payments to brokers
- Reducing BOS issues and outages would enable the Call Center to deliver a higher level of customer service and improve the public’s perception of the Exchange
- A stable end-to-end Staging environment would enable impacted parties (e.g., Exchange, carriers, DWSS) to thoroughly test the integration between their systems and mitigate issues prior to production release

**Please see appendix for additional current state observations*





A basic level of functionality must be operational so that the system is accessible and usable for consumers and provides insurers with necessary services (continued)

II. Solution Functionality (continued)

Current State Observation

- The BOS solution provides inconsistent results:
 - Advanced Premium Tax Credit (APTC) calculations have been inconsistent and APTC is displayed incorrectly for adult dental/catastrophic plans
 - The eligibility results screen displays incorrectly and provides inconsistent potential eligibility results
 - Carriers have received incorrect cost sharing reduction tiers
- Brokers and other in-person assisters are often unable to use their dedicated portal. Many were never given access
- The user interface (UI) presents challenges in screen navigation. The UI lacks directional guides and useful help functionality

Remediation Effect

- Correcting the missing or inconsistent functionality would automate the reconciliation of premiums, enrollments, and coverage dates for stakeholders, including brokers and carriers, while reducing errors and improving the user experience
- Resolving the data integrity challenges would enable brokers and other in-person assisters would be able to view their lists of clients through the portal, cutting down on the need for manual tracking and improving their ability to assist in client applications and inquiries
- Adding directional guides and simplifying language and screen flow may improve the overall navigation of the BOS solution, reducing consumer errors and misunderstanding of rates, premiums, and benefits

**Please see appendix for additional current state observations*





Targeted improvements in Call Center processes would positively impact consumer and public perception

III. Call Center

Current State Observation

- Call Center staff exhibits strong customer facing skills, providing information and support in spite of process and system issues
- A large number of choices in the interactive voice response system (IVR) design is confusing to callers and prevents many consumers from having a positive experience
- A manual and ineffective workforce management process, which includes forecasting, scheduling, and adherence, contributes to long call wait times and high rates of abandonment
- The Call Center's learning and development program lacks a dedicated call center training environment, and the training curriculum has key gaps, including soft skills, leadership, and continuous learning

Remediation Effect

- Reducing system issues and outages would enable the Call Center to deliver an even higher level of customer service and develop consistent and sustainable processes to better support customers over time. This will improve customers' experience and the public's perception
- Redesigning the IVR to identify each caller's intent and route the call to the appropriately skilled agent would reduce the need for transfers that negatively impact the customer experience
- Automating the workforce process to respond to changes in staffing, call volume, and schedule adherence would result in appropriate staffing levels, shorter hold times, and improved customer service
- Developing additional training that addresses learning gaps will enable agents to more consistently deliver a high level of customer service and reduce instances of incorrect information being disseminated

**Please see appendix for additional current state observations*





Adherence to common software development practices is necessary to deliver a reliable portal for end-users

IV. Technology – SDLC

Current State Observation

- The Requirements Traceability Matrix (RTM) and the Requirements Specification Document (RSD) are not kept up to date with the “fast-follow” user stories that are developed
- The Software Design Document (SDD) outline is approved by the Exchange. However, the detailed content of the SDD is being tracked for completion for a future date. The contractor is currently working on updating the design document in two phases – Phase One: Update the design document to reflect the system as on production release (Oct 2013). Phase Two: Update the design document to include all “fast-follow” changes
- Based on the American with Disabilities Act (ADA) test execution report dated October 14, 2013, 24% of ADA compliance test cases failed. As of this report, there is no supporting documentation to validate whether these issues have been fixed

Remediation Effect

- Comprehensive traceability is necessary to ensure that all applicable requirements are addressed in the “fast-follow” user stories, system design, and test cases. Not having such traceability creates risks of requirements not being met and such issues not being identified until after implementation
- An updated and approved SDD is necessary to clearly define the system architecture expectations and facilitate the resolution and validation of defect fixes in the BOS solution. Relying on individual team members’ understanding of the system and requirements increases the risk that requirements may be misinterpreted and dependent application components may be negatively impacted when changes are made to the application
- Addressing the ADA defects in the BOS solution would improve the user experience for individuals with physical and visual disabilities. CMS requires solutions developed with federal funding to meet ADA accessibility standards

**Please see appendix for additional current state observations*





Adherence to common software development practices is necessary to deliver a reliable portal for end-users (continued)

IV. Technology – SDLC (continued)

Current State Observation

- A robust Configuration Management process in alignment with common software development practices is in place

- The BOS solution is not routinely or rigorously tested. There is no integrated test environment containing all solution components in which to perform end-to-end testing. New defects are introduced with new releases due to inadequate regression testing. System performance tests are not routinely conducted prior to releases to production. In addition, User Acceptance Testing (UAT) is performed by the vendor instead of by Exchange testers, and there are no formal test cases executed as part of UAT

- The following key Service Level Agreements (SLAs) are not met consistently:
 - Up-time
 - Exchange response time
 - Resolution time

Remediation Effect

- Continuing this robust process will help effectively manage multiple versions of code in parallel streams, will help testing an integrated code base, and will result in successful implementation of the BOS solution

- Enhanced regression testing with adequate test case coverage is necessary to reduce the number of new defects introduced into the Production environment. Routine performance testing is needed to improve the system's stability and reduce operational issues under peak load. A robust UAT should be performed by testers independent from the vendor as a critical Quality Assurance (QA) step before releasing software into production

- Service Level Agreement (SLA) monitoring and measurement processes need to be clearly documented. This process should account for Service Level alerting necessary when SLAs are close to the defined SLAs metrics. Alerting features help proactive measures be taken so that issues can be addressed before SLAs drop below the defined SLA metrics

**Please see appendix for additional current state observations*





IT infrastructure and operations must be robust so that the Exchange can provide consistent support to its end users

V. Technology – Infrastructure

Current State Observation

- The virtual machine (VM) provisioning process is highly manual. An automated process for immediate provisioning is required. A VM is a software implementation of a machine (e.g., a computer) that executes programs like a physical machine
- No disaster recovery (DR) test has been conducted (successful or otherwise). No confirmed ability to successfully restore to production exists; any DR synchronization issues could cause a ripple effect on other solution components, affecting the 72-hour Recovery Time Objective (RTO) key performance indicator (KPI)
- Many incidents (including those with high priority) are being closed without conducting proper root cause analysis. The IT Help Desk Service Reports indicate that logged incidents are closed without proper resolution or reference to a technical solution

Remediation Effect

- Automating the VM provisioning process would reduce the VM provisioning time, improve overall system integrity, and lower IT infrastructure and operating costs
- Developing, testing, and implementing a sound disaster recovery solution would provide for the availability of operational data in the event of a disaster
- Conducting proper root cause analysis of all incidents would provide insight to core infrastructure issues impacting availability/performance and allow for a proactive approach to identify and resolve problems and issues before other users contact the Call Center or the Exchange or abandon their applications

**Please see appendix for additional current state observations*





Governance over security and visibility into information security controls is necessary to secure citizens' data

VI. Technology – Security

Content has been removed for security purposes

**Please see appendix for additional current state observations*





Governance over security and visibility into information security controls is necessary to secure citizens' data (continued)

VI. Technology – Security (continued)

Content has been removed for security purposes



Option Analysis

Three options emerge to help remediate the current state challenges facing the SSHIX and prepare for a successful 2015 open enrollment

Moving from Observations...

- A robust project governance framework is necessary for successful monitoring, control, stakeholder input, and execution
- A basic level of functionality must be operational so that the system is accessible and usable for consumers and provides insurers with necessary services
- Targeted improvements in Call Center processes would positively impact consumer and public perception
- Adherence to common software development practices is necessary to deliver a reliable portal for end-users
- IT infrastructure and operations must be robust so that the Exchange can provide consistent support to its end users
- Governance over security and visibility into information security controls is necessary to secure citizens' data

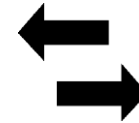
...To Actions



Option 1:

“Remediate the Current System”

Apply business process and technical improvements to the current SSHIX system



Option 2:

“Transfer a State Based Marketplace (SBM)”

Leverage a proven technological solution



Option 3:

“Transition to the Federally Funded Marketplace (FFM)”

Employ the Federal Marketplace





Option 1: Remediate the Current System

Description

Continue to use the current technology but undertake significant remediation and enhancements

Activities

Project Management & Governance

- Hold all development and application remediation until a functional project management and governance structure is established to avoid the creation of further issues and/or defects
- Establish a cohesive governance structure across all project workstreams to improve communications and provide project oversight
- Establish a formal escalation process to ensure a proactive and consistent approach to mitigating risks and issues
- Close gaps in the current project management process to effectively manage the project deadlines, accountability, and activities
- Identify additional funding for both state staff and contract services for both the Exchange and the contractor for remediation activities and ongoing operations activities
- Establish sound communication and stakeholder management

Call Center

- Decouple the IVR system from the solution and bring menu, prompting, and routing structure into a more stable design of the IVR
- Develop a workforce management playbook with proactive scheduling, forecasting, and adherence that accounts for staffing and call volume fluctuations
- Update learning and development program to include additional training

Solution Functionality

- Reprioritize scoping and implementation of “fast-follow” items and all outstanding defects to address the critical gaps in functionality
- Design, develop, and implement key functions such as Qualified Life Event (QLE), Renewal, and EDI reconciliation
- Develop user interface navigation tools to assist the user in filling out the application and understanding the solution
- Address the 500+ high priority defects and user interface defects that aid in better user experience
- Identify data integrity and corruption caused by previously fixed issues or outstanding issues in application data and resolve it so future updates to those applications avoid further issues
- Conduct thorough reconciliation of 834, 820, and ACH data between BOS and carrier systems to confirm correct enrollment and disenrollment
- Conduct thorough financial data reconciliation to account for all consumer payments and refund overpaid money
- Review existing design and implementation with DWSS to reduce duplicate application submission for same individual
- Review design of PDF submission to DWSS and simplify the implementation to speed up application process at DWSS
- Enforce a process to have Department of Insurance (DOI) and carriers validate data for accuracy prior to consumers viewing carrier plan data in production
- Resolve broker and navigator portal issues
- Once the defects pertaining to data integrity issues have been addressed, a plan should be developed to scrub erroneous data from the BOS solution





Option 1: Remediate the Current System (continued)

Description

Continue to use the current technology but undertake significant remediation and enhancements

Activities (continued)

Technology – SDLC

- Maintain comprehensive requirements traceability to ensure all requirements are developed, tested, and implemented
- Update, approve, and maintain currency of a system design document to build against a consistent design including all pending “fast-follow” items
- Implement a consistent approach and framework for all batch modules to facilitate greater maintainability and scalability
- Develop a single set of coding standards across the different teams, developing each functional module to reduce readability and code maintainability issues during operations and maintenance
- Address ADA defects to allow individuals with physical and visual disabilities to use the BOS solution
- Enhance regression test with adequate test case coverage to reduce the number of new defects introduced in the production environment as part of ‘defect fix’ releases
- Complete performance testing and application tuning to ensure that the application can operate at peak loads
- Conduct a robust UAT, executing test cases with adequate coverage to reduce the number of defects being promoted into the production environment
- Document SLA monitoring and measurement processes. Implement Service Level Alerting to alert when service levels are close to the defined SLA metrics. Such features help take proactive measures to address issues before service levels drop below the defined SLA metrics

Technology – Infrastructure

- Update and approve logical, physical, and network infrastructure documents for all hosted environments to support operations, maintenance, and backup and recovery
- Implement proactive system management to identify and resolve operational issues impacting production
- Implement virtual environment management processes to support hosted operations
- Revise business continuity/disaster recovery plan and execute solution backup and restore test to ensure production continuity

Technology – Security

- Conduct a thorough current state security assessment of the BOS solution for the 288 security controls identified by CMS across the 18 security domains
- Document how the SSHIX addresses the security control requirement at the application, platform, and network layer, as applicable
- Identify the status of each security control per CMS guidelines and document any security weaknesses based on the assessment
- Develop a Plan of Action and Milestones (POA&M) using the CMS template that describes a corrective action plan for each gap identified, including points of contacts, timelines, and milestones for the respective gaps





Option 1: Remediate the Current System (continued)

Benefits

- The contract with the current vendor has already been approved
- CMS funding is in place
- Functioning components of the existing solution can be leveraged for the future release
- The state retains control of the Exchange

Risks

- Remediating the current system requires an aggressive timeline and at present, there is no comprehensive work plan to remediate issues in time for the 2015 open enrollment
- The current project team has not proven they can successfully deliver the required management, processes, or solution to successfully deliver an operational Exchange
- Successfully achieving desired results requires adherence to an aggressive timeline and project milestones
- Maintaining a high quality of service to existing clients in addition to addressing all remediation within the aggressive timeline may overburden resources and the current BOS solution, jeopardizing the successful completion of the next open enrollment period
- The information available for analysis, along with project management and solution development issues evident at the time of the analysis, indicate that the full extent of the architectural and technical issues may emerge as remediation efforts progress
- All key stakeholders have to be reengaged. Not being able to address their issues have caused relationship and trust issues and without resolution, the success of project is not feasible
- Additional Exchange resources are needed to support remediation activities and ongoing operations
- Additional CMS funding may be required





Option 2: Transfer a State Based Marketplace (SBM)

Description

Transfer a proven, functioning State Based Marketplace (SBM) from one of the states that were granted approval by CMS to build and operate an SBM

Activities

Project Management & Governance

- Obtain necessary federal, state, and board approvals
- Establish a cohesive governance structure across all project work-streams to improve communications and provide project oversight
- Establish a formal escalation process to ensure a proactive and consistent approach to mitigating risks and issues leveraging the industry standard project management tools
- Identify additional funding for both state staff and contract services for transition activities and ongoing operations activities
- Establish sound communication and stakeholder management
- Develop an application development project plan, including detailed tasks, work breakdown structures, milestones, and deliverables

Solution Functionality

- Analyze all pending development and application remediation items to minimize the development that is required to continue operations until the new system is operational
- Conduct a “conference room pilot” approach and identify design gaps between the functioning SBM and the Nevada-specific needs
- Configure and deploy SBM based on design gap analysis
- Develop robust training approach and conduct training for key stakeholders
- Finalize and execute approach for pre-implementation, cut-over, and post production release support

Call Center

- Decouple the IVR system from the solution and bring menu, prompting and routing structure into a more stable design of the IVR
- Develop workforce management playbook with proactive scheduling, forecasting, and adherence that accounts for staffing and call volume fluctuations
- Update learning and development program to include training for new system

Technology – SDLC

- Verify SBM based system architecture documents and technical design documents for each functional module
- Update, design, configure, customize, and test the SBM solution functionality including system interfaces to communicate with the Carriers, the Federal Hub, and Nevada State Systems (ACCESS NV, Eligibility Engine)
- Conduct a robust UAT, with user testing, executing test cases with adequate coverage to reduce the number of defects being promoted into the production environment





Option 2: Transfer a State Based Marketplace (SBM) (continued)

Description

Transfer a proven, functioning State Based Marketplace (SBM) from one of the states that were granted approval by CMS to build and operate an SBM

Activities

Technology – Infrastructure

- Leverage environment infrastructure and network connectivity
- Configure and validate IT operations
- Implement a proactive system management to identify and resolve operational issues impacting production

Technology – Security

- Hire IT / Security Officer(s) who have oversight of stabilizing the current system and transitioning to the SBM
- Conduct a security assessment of the identified future SBM environment
- Identify status of each security control per CMS guidelines and document any security weaknesses based on the assessment
- Develop a Plan of Action and Milestones (POA&M) using the CMS template that describes a corrective action plan for each gap identified, including Points of Contacts, timelines, and milestones for the respective gaps





Option 2: Transfer a State Based Marketplace (SBM) (continued)

Benefits

- The solution is a good strategic fit, satisfying business and functional requirements for the Exchange
- The solution is already built and successfully deployed by another state; as such, initial ease of use and functionality has been achieved
- Solution includes necessary operational procedures, training, change management, and documentation
- The solution includes complete design documentation, Requirements Traceability, and test scripts, allowing the Exchange to reduce the work required before the 2015 open enrollment period
- Major solution components such as the user interface have already been developed by another state
- The state retains control of the Exchange
- This allows the Exchange to reengage key stakeholders under new project governance

Risks

- The implementation timeline for this option requires an immediate “go” decision to meet aggressive timelines
- The project timeline is on a critical path and therefore no schedule slippage is allowed
- A broad communication and education program will be required to assist the public and current enrollees during the system transition
- The transferred system will need additional validation to ensure interoperability with State of Nevada systems
- There may be additional stress on Call Center capabilities due to increased call volume and workforce attrition
- Additional CMS funding may be required
- Additional Exchange resources are needed immediately to support transfer activities and ongoing operations until the 2015 enrollment period





Option 3: Transition to the Federally Facilitated Marketplace (FFM)

Description

Currently 27 states utilize the Federally Facilitated Marketplace (FFM). Nevada could transition to this marketplace for both the Individual and SHOP Exchanges using one of two models: 1. Assessment Model – The FFM makes an initial assessment of Medicaid eligibility and the State Medicaid agency makes final Medicaid determination; 2. Determination Model – The FFM makes the final Medicaid eligibility determination and transmits this determination to the State

The required statutory and regulatory changes are a key driver in determining the timeline as well as the level of effort and cost for designing, developing, and testing the file transfer process with CMS in order to transition to the FFM

Activities

Project Management and Governance

- Nevada to make decision regarding Assessment versus Determination Model
- Identify existing FFM States using the chosen FFM Model and conduct lessons learned for the Nevada FFM Transition
- Obtain necessary federal, state, and board approvals
- Maintain sufficient operations structure, including training, over the next six months to ensure seamless transition to FFM
- Establish a cohesive governance structure and project plan across all project work streams to improve communications and provide project oversight
- Establish formal escalation process to ensure a proactive and consistent approach to mitigating risks and issues leveraging industry standard project management tools
- Develop an application development project plan, including detailed tasks, work breakdown structures, milestones, and deliverables

Solution Functionality

- Analyze all pending development and application remediation items to minimize the development that is required to continue operations until the new system is operational
- Identify design gaps between the functioning SBM and the Nevada-specific needs
- Setup file transfers and required interfaces with CMS for Medicaid
- Create front-end CMS / FFM interface for Nevada residents
- Remove APTC / QHP rules from the current eligibility engine

Technology – Security

- Hire IT / Security Officer(s) who have oversight of stabilizing and decommissioning the BOS

Call Center

- Maintain operations until the 2015 open enrollment
- Update staffing model and workforce playbook as required and develop ramp down plan
- Create personnel retention strategy to ensure service levels
- Train staff on FFM and how to communicate changes with constituents including current enrollees
- Create transition plan for all Call Center activities

Technology – SDLC

- Conduct elaboration sessions to validate and finalize requirements for current system stabilization and FFM transition
- Configure, customize, and develop solution functionality for current system stabilization and FFM transition including carriers and the eligibility solution [Access NV, Eligibility Engine]
- Develop test scenarios and test cases that map to system requirements. Conduct integration testing to validate that the solution modifications operate effectively together and basic functional objectives are being achieved for current system stabilization and FFM transition
- Conduct a robust UAT, executing test cases with adequate coverage to reduce the number of defects being promoted into the production environment

Technology – Infrastructure

- Ensure sufficient capacity exists to accept additional volume to redirect traffic from the state to the FFM through the ACCESS NV system. ACCESS Nevada is the online application system for residents of Nevada to apply for social services





Option 3: Transition to the Federally Facilitated Marketplace (FFM) (continued)

Benefits

- There is low technical risk to the State of Nevada as file transfer requirements and specifications are already defined by the CMS
- This relieves the State of Nevada of the responsibility for supporting brokers, SHOP, and other future changes and enhancements to the Exchanges or the underlying federal legislation
- Transferring responsibilities may reduce long run state costs as state personnel, infrastructure, and facilities are replaced with CMS resources
- The solution is already built and successfully deployed for other states as such, initial ease of use and functionality has been achieved

Risks

- The state does not retain control of the health insurance market place
- Transitioning from the SBM to an FFM model for the 2015 open enrollment requires that a transition Blueprint be submitted to CMS by June 1, 2014 (according to federal guidelines)
- Additional CMS funding may be required
- The project timeline is on a critical path and therefore no schedule slippage is allowed
- A broad communication and education program will be required to assist the public and current enrollees during the system transition
- CMS may not have the capability to enable transition of the State of Nevada to the FFM
- Delays in legislative and regulatory approval could impact the ability to meet the 2015 open enrollment
- The transition to the FFM may require significant changes to the existing eligibility solution
- Successfully achieving desired results requires adherence to an aggressive timeline and project milestones
- There may be additional stress on Call Center capabilities due to increased call volume and workforce attrition
- Additional Exchange resources, in areas such as PMO, technology, operations, and security, are needed to support remediation activities and ongoing operations until the 2015 enrollment period



Appendix A:
Glossary

Glossary (1 of 2)

Acronym Dictionary

ACH – Automated Clearing House

ADA – Americans with Disabilities Act

APTC – Advanced Premium Tax Credit

BI/DW – Business Intelligence/Data Warehouse

BOS – Business Operations Solution

CCB – Change Control Board

CHIP – Children’s Health Insurance Program

CMS – Centers for Medicare & Medicaid

CPU – Central Processing Unit

CRM – Customer Relationship Management

CSR – Cost Sharing Reductions

DB – Database

DD&I – Design, Development, & Implementation

DOI – Division of Insurance

DR – Disaster Recovery

DWSS – Division of Welfare and Supportive Services

EDI – Electronic Data Interchange

FFM – Federal Funded Marketplace

HIPAA – Health Insurance Portability & Accountability Act

HIX – Health Insurance Exchange

HTTP – Hypertext Transfer Protocol

HW – Hardware

IaaS – Infrastructure-as-a-Service

IRS – Internal Revenue Service

IS – Information Systems

IT – Information Technology

IVR – Interactive Voice Response

KPI – Key Performance Indicator

LOE – Level of Effort

M&O – Maintenance & Operations

NOMADS – Nevada Operations of Multi-Automated Data Systems

NSF – Non-Sufficient Funds

PCP – Primary Care Physician

PII – Personally Identifiable Information

PMC – Project Management Center

PMO – Project Management Office



Glossary (2 of 2)

Acronym Dictionary

POA&M – Plan of Action and Milestones

PR – Public Relations

QA – Quality Assurance

QC – Quality Control

QHP – Quality Health Plans

QLE – Qualifying Life Events

RAC – Real Application Clusters

RFP – Request for Proposal

RPO – Recovery Point Objective

RSD – Requirements Specification Document

RTO – Recovery Time Objective

RTM – Requirements Traceability Matrix

SaaS – Software-as-a-Service

SBM – State Based Marketplace

SDD – System Design Document

SDLC – Systems Development Life Cycle

SHOP – Small Business Health Options

SLA – Service Level Agreement

SME – Subject Matter Expert

SPR – Safeguard Protection Report

SSP – System Security Plan

SQL – Standard Query Language

SI – Systems Integrations

SIT – System Integration Testing

SSHIX – Silver State Health Insurance Exchange

SSP – System Security Plan

SW – Software

UAT – User Acceptance Testing

UCS – Unified Computing Systems

UI – User Interface

VM – Virtual Machine

XTCM – Xerox Transactional Content Manager



Appendix B:
Resource Enhancement

Resource Enhancement

Description

The Exchange should consider adding additional resources in order to support the scope and timeline for a successful open enrollment in 2015

| Team | Responsibilities | Anticipated FTE(s) | Estimated Duration |
|-----------------|---|--------------------|---------------------------|
| Project Manager | Responsible for coordinating activities of all individuals and organizations involved with the project; provides overall direction, decisions, and oversight for the Exchange and vendor staff | 1 | May 2014 – December 2015 |
| PMO | Responsible for overseeing project governance, project scope, project planning, and administration (including managing the project schedule), the CCB, issues, risks, deliverable management and approvals, CMS gate reviews, and overall project coordination | 2 | May 2014 – December 2015 |
| Technical | Responsible for overseeing the overall technical design and architecture, system security, infrastructure and performance, and the review and approval of technical deliverables; participates in elaboration sessions; supports troubleshooting technical issues in UAT and production | 2 | May 2014 – December 2015 |
| Operations | Responsible for overseeing ongoing decisions on policy and solution requirements for the State of Nevada; participates in elaboration sessions; involved with the prioritization of system defects, ad-hoc report coordination, the Call Center, UAT management, including test script development; oversees training materials development and execution, coordinates progress reports and production readiness; grants approval of data fixes to production | 4 | May 2014 – December 2015 |
| UAT Testers | Responsible for developing solution acceptance scenarios and performing testing on all system components; logs and retests defects | 15 | July 2014 – November 2014 |

**Anticipated FTE numbers estimated based upon Deloitte analysis for comparable organizations*



Appendix C:
Detailed Current State Observations

I. Project Management & Governance

| Sub-Dimension | Current State Observations | Impact |
|--------------------------|--|---|
| Change Management | <ul style="list-style-type: none"> The contractor transitioned in different teams and subcontractors throughout the project without developing and maintaining transition plans | <ul style="list-style-type: none"> Continuity in points of contact would reduce stakeholder frustration and perception of continually having to explain the same issues |
| Change Management | <ul style="list-style-type: none"> There is an absence of a Change Control Board (CCB) | <ul style="list-style-type: none"> A CCB allows for escalation and visibility if a change request is determined to be high risk A CCB prioritizes changes, identifies dependencies between changes and determines whether complete analysis has been conducted before changes are made |
| Change Management | <ul style="list-style-type: none"> There is no documented turnaround time for each step in the Change Management approval process | <ul style="list-style-type: none"> Conspicuous approval times reduce delays in getting change requests approved and reduce impact on operations |
| Change Management | <ul style="list-style-type: none"> There is no categorization of change requests (e.g., Normal, Standard, Emergency) | <ul style="list-style-type: none"> Having a streamlined process for changes recognized as urgent or low-risk would help transition the change through the approval process, and result in higher priority items being address earlier |
| Communication Management | <ul style="list-style-type: none"> The process of granting permissions to the SharePoint project repository is frequently delayed for select staff, including Call Center leads | <ul style="list-style-type: none"> Critical documents, such as the Operations Playbook, training manuals, knowledgebase articles, and related artifacts should be made accessible to those who require them to perform their role Providing the official version of documentation to stakeholders avoids mistakes made from relying on previous versions or the knowledge of another project resource |



I. Project Management & Governance

| Sub-Dimension | Current State Observations | Impact |
|---------------------------|--|---|
| Organizational Management | <ul style="list-style-type: none"> There appears to be many organizational silos and gaps in the governance structure | <ul style="list-style-type: none"> Organizational siloes can cause communication barriers and create a lack of uniformity across sections; this can lead to inconsistent status reporting between the various “towers” and an inability to provide a concise, project-wide status view |
| Quality Management | <ul style="list-style-type: none"> There is a lack in formal training documentation Training material is not housed in a centralized location for stakeholder access | <ul style="list-style-type: none"> Having formal and accessible training documentations would help prevent inconsistency in training resources and improve the quality of services to consumers |
| Quality Management | <ul style="list-style-type: none"> Defect reports show tickets are frequently re-opened | <ul style="list-style-type: none"> Having a structured process for troubleshooting tickets, establishing root causes and testing resolutions may prevent them from being re-opened multiple times |



I. Project Management & Governance

| Sub-Dimension | Current State Observations | Impact |
|---------------------|---|---|
| Quality Management | <ul style="list-style-type: none"> Roles and responsibilities for User Acceptance Testing (UAT) are unclear | <ul style="list-style-type: none"> Having clearer roles and responsibilities for UAT participants could reduce inconsistency in the testing process and prevent testing from being bypassed and changes going directly to production |
| Quality Management | <ul style="list-style-type: none"> There is no process or regular meetings to review outstanding Help Desk tickets | <ul style="list-style-type: none"> Holding regular meetings to review outstanding Help Desk tickets would reduce the length of time tickets are left open |
| Resource Management | <ul style="list-style-type: none"> There is a resource management constraint within the contractor's PMO with all significant project management activities (e.g., risk and issue management, deliverable management) constrained to few resources | <ul style="list-style-type: none"> The resource management constraint could result in a lack of process adherence and enforcement |
| Resource Management | <ul style="list-style-type: none"> Responsibilities of the Call Center manager appear to be unclear and overlapping to those of an operations manager | <ul style="list-style-type: none"> Clearly outlining the responsibilities of the Call Center manager and operations manager will help prevent overlapping of responsibilities |
| Resource Management | <ul style="list-style-type: none"> Help Desk tickets get reassigned to multiple groups before they are addressed | <ul style="list-style-type: none"> Taking measures to decrease reassignments of the Help Tickets will improve response and closure time |
| Resource Management | <ul style="list-style-type: none"> There is a high turn-over rate of subcontractors supporting the SSHIX | <ul style="list-style-type: none"> A formal knowledge transfer process would facilitate knowledge retention when subcontractors leave the project |



I. Project Management & Governance

| Sub-Dimension | Current State Observations | Impact |
|-----------------------|--|---|
| Risk/Issue Management | <ul style="list-style-type: none"> There is an absence of a formal risk/issue escalation process | <ul style="list-style-type: none"> The existence of a formal risk/issue escalation process would help prevent a reactionary and inconsistent approach to mitigating risks and issues |
| Risk/Issue Management | <ul style="list-style-type: none"> Call Center workarounds are not formally documented and stored; they are distributed primarily through word-of-mouth and on an ad hoc basis | <ul style="list-style-type: none"> Disseminating accurate information to all Call Center staff and employees would prevent conflicting messages and a variety of workarounds for a particular issue |
| Risk/Issue Management | <ul style="list-style-type: none"> Risks and issues are not stored in the SharePoint database and team members have not been assigned ownership and responsibilities as described in the Quality Management Plan | <ul style="list-style-type: none"> Having a method for tracking risks and issues and documenting ownership would facilitate timely issue resolution |
| Schedule Management | <ul style="list-style-type: none"> The master project work plan provided for analysis has not been updated since August 2013 to reflect accurate status, priority, interdependency, and ownership of tasks and phases | <ul style="list-style-type: none"> The work plan is the primary document governing the activity of the project team; without the work plan it is difficult to identify critical issues and timeframes necessary to make the project successful |
| Schedule Management | <ul style="list-style-type: none"> Maintenance & Operations (M&O) should have begun 01/01/2014, but the project is delayed and is still in the Design, Development & Implementation (DD&I) phase | <ul style="list-style-type: none"> Open enrollment beginning November 2014 is at risk |



I. Project Management & Governance

| Sub-Dimension | Current State Observations | Impact |
|------------------------|--|---|
| Scope Management | <ul style="list-style-type: none"> Project scope is not being managed using the project schedule to track the overall schedule of the project, detailed tasks, responsible parties, percentage complete, and dependencies as described in the Scope Management Plan | <ul style="list-style-type: none"> Managing rigorously to the project schedule would reduce delays in tasks and milestones and reduce scope creep |
| Scope Management | <ul style="list-style-type: none"> There is a lack in prioritization of in-scope requirements; the higher priority requirements were not implemented by production release | <ul style="list-style-type: none"> Implementing the high priority and critical in-scope requirements will decrease the likelihood of an unsatisfactory user experience |
| Stakeholder Management | <ul style="list-style-type: none"> There is minimal evidence of the Exchange's involvement in the Call Center operations | <ul style="list-style-type: none"> Increasing the Exchange's involvement in the Call Center operations would increase oversight and visibility |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|--|--|
| Eligibility | <ul style="list-style-type: none"> ▪ By design, applications sent from BOS to Nevada Operations of Multi-Automated Data Systems (NOMADS) who are known to DWSS require a PDF submission, rather than pre-populating application data directly into the DWSS system ▪ As an example, 22,000 applications are awaiting DWSS registration (i.e. entry of application data into NOMADS, not eligibility determination) | <ul style="list-style-type: none"> ▪ Auto pre-populating applications for known individuals in DWSS would decrease the number of hours needed to resolve such applications |
| Eligibility | <ul style="list-style-type: none"> ▪ ID proofing is turned off in the solution | <ul style="list-style-type: none"> ▪ Turning on ID proofing would help fix the following: <ul style="list-style-type: none"> – Individuals cannot type in wrong data so no worker intervention would be required – Duplicate applications would be prevented and no duplicate benefits could be allowed – Multiple accounts could be linked to the same user – Call Center could easily identify duplicate applications ▪ Turning on ID proofing could also have a negative impact on people applying for health insurance. The Exchange should evaluate the impact of turning on ID proofing |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|---|---|
| Eligibility | <ul style="list-style-type: none"> ▪ The solution user interface can be confusing to end consumers ▪ Examples: <ul style="list-style-type: none"> – When asking for monthly income, there is also a drop down to indicate frequency of income (weekly, monthly, bi-weekly, etc.). The individual’s period calculates income based on the drop down, not monthly as shown on the screen – On the individual’s dashboard, the top right flag icon hyperlink to tasks is not working – When there is a 3-year-old baby girl, the system asks if she is pregnant – There is 1+ seconds of load time when moving to next pages, loading radio button selections, etc. – At the start of the application when the first applicant is entered, it overwrites income to 0 when there is a missing required field – If a person is applying as an individual, it asks if he or she wants a group or individual qualified health plan selection – Asking for date of birth multiple times for the same person – Inability to go back to edit information during application intake – The solution does not save employer contributions after clicking "save and continue". Instead, the "recalculate" button must be selected first – The solution does not clearly explain how cost sharing reduction benefits can only be applied to Silver level plans. – The solution does not allow for electronic upload (e.g. via Excel) of employer rosters | <ul style="list-style-type: none"> ▪ Improvements in the user interface would allow consumers to complete the application seamlessly without creating duplicate accounts or applications ▪ Consumers would not need to call the Call Center as often, reducing Call Center volumes ▪ Brokers or in-person assisters can help consumers enroll in a timely manner ▪ Providing a clear explanation of cost sharing reduction benefits would allow consumers to make a better choice when selecting plans ▪ If electronic employee roster upload is implemented, the time and effort to enroll employees would be reduced |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|----------------------|---|--|
| Financial Management | <ul style="list-style-type: none"> Check routing and disbursement from the P.O. Box has improved because of business process improvements | <ul style="list-style-type: none"> Sending benefit checks to the proper processing location would prevent delinquency and potential disenrollment |
| Financial Management | <ul style="list-style-type: none"> After consumers make a payment online, the activity does not appear in the Pending Payment section of the consumer's dashboard | <ul style="list-style-type: none"> Acknowledging processing payments will inform users and reassure them that the process is moving forward |
| Financial Management | <ul style="list-style-type: none"> There is no financial management reporting <ul style="list-style-type: none"> No monthly report of individuals enrolled in qualified health plans showing amounts of advanced premium tax credit and cost-sharing reduction No payment exception reports and notifications to individuals are produced No annual financial report is produced No detailed reports to support and reconcile the annual financial report No data and reports on trends in premiums No reports on individual premium payments | <ul style="list-style-type: none"> Once proper financial reports can be produced, stakeholders, CMS, and IRS will be updated on the progress of the Exchange Analysis on financial management data can be performed once accurate reports are produced |
| Financial Management | <ul style="list-style-type: none"> Grace periods functionality is currently in development | <ul style="list-style-type: none"> Once the functionality is fully implemented, the system will automatically track delinquent members and prevent members from receiving benefits without paying |
| Financial Management | <ul style="list-style-type: none"> Individuals are not informed if their checks do not clear because of non-sufficient funds (NSF) | <ul style="list-style-type: none"> If consumers were promptly notified of any NSF payments, they could correct the issue and prevent becoming delinquent |
| Financial Management | <ul style="list-style-type: none"> Invoices/statements are only available via U.S. mail each month | <ul style="list-style-type: none"> Individuals are unable to view their invoices via the portal |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|---|---|
| Testing | <ul style="list-style-type: none"> The Staging environment is unreliable and builds are deployed without contacting impacted parties | <ul style="list-style-type: none"> With a stable test environment and proactive build deployment communication, the amount of test coverage could increase for each production build |
| EDI | <ul style="list-style-type: none"> For certain carriers, reconciliation issues between 834's, 820's, and automated clearing house (ACH) payments are proactively being identified and spreadsheets of the issues are being sent to the carriers with the corresponding EDI files | <ul style="list-style-type: none"> Proactive identification of EDI reconciliation issues results in decreased amounts of issue triage required by the carriers, decreased amount of time to resolve issues, and quicker member enrollment with carriers |
| EDI | <ul style="list-style-type: none"> If there are delays in receiving EDI files, carriers are notified proactively | <ul style="list-style-type: none"> Carriers are able to adjust their plans accordingly if EDI files are not going to be sent by the Exchange |
| EDI | <ul style="list-style-type: none"> Health Link does not have the ability to accept 999 response files from carriers to confirm that the EDI files were successfully received by the carriers | <ul style="list-style-type: none"> By incorporating the ability to receive 999 response files, there will be a decreased chance for EDI files to be missed by the carriers without the Exchange knowing |
| EDI | <ul style="list-style-type: none"> Carrier defect resolution process is inconsistent and untimely | <ul style="list-style-type: none"> Improving the carrier defect resolution process would reduce the amount of effort required for carriers to report and view the current status of their issues, decrease the turnaround time for issue resolution, reduce the amount of redundant issues reported, and decrease the chance for issues to become lost and remain unresolved |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|--|---|
| EDI | <ul style="list-style-type: none"> ▪ The EDI files are formatted correctly to be processed electronically by carriers once the reconciliation and invalid data issues have been resolved | <ul style="list-style-type: none"> ▪ Once the EDI data reconciliation and invalid data issues have been resolved, the amount of time required for consumers to enroll with carriers will be decreased as the EDI files could be processed electronically |
| EDI | <ul style="list-style-type: none"> ▪ There are consistent data reconciliation issues between the 834's, 820's, and the automated clearing house (ACH) payments; 834 and 820 files contain invalid and missing data ▪ 834/820 reconciliation issues include: <ul style="list-style-type: none"> – Members that were part of an ACH payment but had no corresponding record in the 820 file – Members that did not have matching records in 834/820 files – Different advanced premium tax credit (APTC) amounts present on the 834 and 820 files ▪ 834/820 invalid and missing data include: <ul style="list-style-type: none"> – Missing broker licenses – Missing Primary Care Physician (PCP) information for products that require PCPs – Invalid coverage effective dates – Duplicate member records – Medicaid enrollments that have been sent to qualifying health plans – Enrollments for the wrong carrier – Incorrect APTC amounts – Incorrect cost-sharing reduction amounts | <ul style="list-style-type: none"> ▪ Resolution of the EDI data reconciliation and invalid data issues would result in: <ul style="list-style-type: none"> – Reduced amount of time for members to receive health insurance coverage – Decreased potential for members to make a payment through the Exchange without receiving an enrollment record or ID card with the carriers – Increased accuracy of enrollment status in the Business Operations Solution (BOS) – Decreased Exchange Call Center call volume – Decreased carrier Call Center call volume – Increased levels of customer satisfaction – Reduced amount of effort required to manually correct EDI issues downstream |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|---|---|
| EDI | <ul style="list-style-type: none"> ▪ Enrollments are being processed through various EDI workarounds by carriers as opposed to being processed automatically through the standardized EDI process ▪ Examples of EDI manual workarounds by carriers include: <ul style="list-style-type: none"> – Manually keying the enrollment data based on contingency spreadsheets that contain the data from the 834/820 files – Developing a routine to load the contingency spreadsheet data into their enrollment system instead of using the 834/820 files – Developing a 834/820 cleanup routine to remove records with invalid data prior to processing the 834/820 files electronically | <ul style="list-style-type: none"> ▪ Processing the EDI files through the standardized electronic process would result in: <ul style="list-style-type: none"> – Reduced member demographic errors due to reduced amounts of manual data entry – Ability to generate automated EDI error reports of member records that failed to process – Decreased potential for members to make a payment through the Exchange without receiving an enrollment record or ID card with the carriers – Reduced amount of time for members to receive health insurance coverage – Decreased opportunity for member records to become lost during the enrollment process due to reduced manual intervention – Decreased Exchange Call Center volume – Increased levels of customer satisfaction |
| EDI | <ul style="list-style-type: none"> ▪ Broker license information is inconsistent in the 834 and the contingency 834 files | <ul style="list-style-type: none"> ▪ Resolution of broker license issues on EDI files will result in more timely broker commission payments and increased overall enrollment numbers due to improved broker satisfaction |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------------|--|---|
| Design - Interfaces | <ul style="list-style-type: none"> Premium payment relies on a manual process to update records in the BOS solution after the user makes a payment | <ul style="list-style-type: none"> Users who have made their payment do not always receive the credit. Their plan enrollment gets delayed until their payment to UMB bank is marked successful |
| Design - Interfaces | <ul style="list-style-type: none"> The enrollment process has incomplete code implementation according to the Design Document and quality assurance checks. This results in manual intervention for sending enrollments to the carriers | <ul style="list-style-type: none"> Automating or revising the current manual process would reduce effort required by the carriers and accelerate the enrollment of users to their plans |
| Broker | <ul style="list-style-type: none"> By design, the solution does not save the Broker/other in-person linkage to individual or employer accounts when initially completing an enrollment | <ul style="list-style-type: none"> If the solution linked Brokers or in-person assisters to individual or employer accounts: <ul style="list-style-type: none"> Brokers would be able to address their clients' questions and concerns about their enrollments and expedite responses to clients Brokers and in-person assisters would receive payments consistently and in a timely manner |
| Broker/Training | <ul style="list-style-type: none"> Most broker and in-person assisters indicated that training was very high-level and did not include system specifics or a system walkthrough | <ul style="list-style-type: none"> The Exchange implemented a hands-on training program in October 2013 to provide a better training experience |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|----------------------|--|--|
| <p>Broker</p> | <ul style="list-style-type: none"> At the Exchange’s direction, brokers and other in-person assisters are directed to use the individual portal instead of their dedicated assister portals | <ul style="list-style-type: none"> If the brokers and other in-person assisters are directed to the dedicated assister portals, this would have the following benefits: <ul style="list-style-type: none"> Brokers and other in-person assisters can keep track of which clients(employers or individuals) are linked to them They will be better able to address their clients' questions and concerns about their enrollments through the solution, minimizing delayed responses to clients Brokers and other in-person assisters will be able to view correspondences directed to them and their clients. They will also be able to track their client accounts, which is normally allowed by the portal Manual processes to maintain the linkage between the broker/in person assisters and their clients would be minimized Brokers and other in-person assisters would receive full and timely payments for clients |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|--|--|
| SHOP | <ul style="list-style-type: none"> ▪ After an employee is enrolled in a plan, the solution displays aggregate payments, but does not display plan information in either the employee or the employer's accounts | <ul style="list-style-type: none"> ▪ If the solution accurately displays plan information in both the employer and employee accounts, the employee will clearly understand the status of his/her SHOP health coverage, leading to decreased calls to the employer, the Call Center, and the Exchange. In addition, the employer and the Call Center will be able to verify the employee's coverage status or plan information |
| SHOP | <ul style="list-style-type: none"> ▪ Plan selection defects hamper employers' ability to determine employee plans and contribution amount. <ul style="list-style-type: none"> - Employer plan selections screen does not always display the correct premium amounts - When choosing plans, employers are unable to sort plans by carrier, carrier/metal levels, or all plans | <ul style="list-style-type: none"> ▪ If the plan selection defects are resolved, employers will consistently be able to more consistently assess how much a plan would cost the employer/employee and set a fixed dollar value for employee contribution ▪ The ability for employers to sort plans by carrier, carrier/metal levels, or all plans would provide more flexibility for employers to when selecting plans |
| SHOP | <ul style="list-style-type: none"> ▪ SHOP is rarely used due to few plan options, little perceived benefit to employers and employees, and website issues. Even if the website was fixed, there is uncertainty as to whether SHOP will be used | <ul style="list-style-type: none"> ▪ The SHOP module is infrequently utilized by Nevada's employers and their employees |
| Enrollment | <ul style="list-style-type: none"> ▪ An automated delinquency and disenrollment process is yet to be implemented | <ul style="list-style-type: none"> ▪ If an automated delinquency/disenrollment process is implemented, clients with delinquent accounts will not continue to receive services and carriers will not have to pend claims for those clients, resulting in fewer unpaid or delayed payments to providers |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|--|--|
| Enrollment | <ul style="list-style-type: none"> Portal user interface can be confusing to end consumers. As an example, the client home page in the portal displays a "resume" button or a "pending" status for the policy even when a client has confirmed Medicaid eligibility and has chosen a plan. If a client clicks the resume button the solution takes the client to a blank application. Clients may conclude that they are to complete another application. For SHOP, the solution displays that an employee is part of a pending employer enrollment but does not display plan information and the employer's account displays aggregated payments but does not display the plans in which the employees have enrolled | <ul style="list-style-type: none"> If the solution provides individuals a confirmation regarding the true status of their enrollment, consumers would have visibility into the true status of their enrollment and Call Center, DWSS and employer call volumes would be reduced |
| Enrollment | <ul style="list-style-type: none"> Clients cannot easily understand the cost-sharing tier for which they are eligible. A drop down list with six cost-sharing options is displayed, but there are no explanations/frequently asked questions provided | <ul style="list-style-type: none"> If the solution provides an intuitive interface for the user to understand the cost-sharing tier, the consumer would be able understand what cost-sharing tier they qualify for and how the CSRs apply to a given plan, reducing Call Center volume and the workload of brokers/Exchange enrollment facilitators |
| Enrollment | <ul style="list-style-type: none"> Throughout the application intake, plan selection, and payment initiation screens, the system experiences unresolvable errors that occur in an unpredictable manner | <ul style="list-style-type: none"> If the errors are identified and resolved, users will be able to complete their applications in a timely manner, reducing the workload for contact center workers |
| Enrollment | <ul style="list-style-type: none"> During the open enrollment period, some carriers reported frequently receiving enrollments with retroactive coverage effective dates | <ul style="list-style-type: none"> If the Exchange transmits enrollment information correctly (via an automated EDI process rather than contingency files), there will be less manual effort required from the carrier and Exchange to reconcile incorrect coverage effective dates |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|---------------|--|---|
| Enrollment | <ul style="list-style-type: none"> ▪ Cost-sharing reduction tiers and corresponding calculations are inconsistent. Carriers have reported receiving weekly correction reports from the Exchange | <ul style="list-style-type: none"> ▪ If CSR premium subsidy calculation are calculated correctly, this will result in the following: <ul style="list-style-type: none"> - Users would receive ID cards with the correct cost-sharing tier - Provider claims would not need to be re-adjudicated and refunds and copays would not need to be collected - Carriers would not have to collect or refund from HHS - Provider and member would not be confused regarding the correct CSR premium subsidy |
| Enrollment | <ul style="list-style-type: none"> ▪ The solution does not allow users to make changes to their application (e.g. Qualifying Life Events) via the self-service portal. The consumers can only report changes through the Call Center | <ul style="list-style-type: none"> ▪ If the solution offers users a way to report Qualifying Life Events through the portal, a manual workaround through the Call Center will not be required, decreasing effort required by both consumers as well as Call Center representatives |
| Enrollment | <ul style="list-style-type: none"> ▪ There appear to be several advanced premium tax credit (APTC) related issues, including: <ul style="list-style-type: none"> - Plan selection screens often display APTC amounts inaccurately - APTC amounts are sometimes incorrectly applied to catastrophic and adult dental plans - Invoices display APTC amounts inaccurately and inconsistently | <ul style="list-style-type: none"> ▪ If APTC issues are resolved, consumers will pay – and carriers will receive – correct premiums. In addition, the manual effort involved in reconciling APTC and premiums will be reduced, minimizing impact on consumers' end of year IRS reconciliation |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|----------------|---|---|
| Administrative | <ul style="list-style-type: none"> When an individual has previously been denied Medicaid during DWSS final determination, Call Center representatives have created a workaround of adjusting the individual's income to result in an automatic denial of Medicaid in order to force eligibility for qualified health plans (QHP)/advanced premium tax credit (APTC) | <ul style="list-style-type: none"> If the solution automatically redetermines eligibility for QHP/APTC after an individual is found ineligible for Medicaid, the individual would not have to start a new application with different income data |
| Administrative | <ul style="list-style-type: none"> QHP/APTC consumers have 90 days to send documentation, but some customer service representatives (CSR) are unaware of processes to follow up and verify what was sent is valid | <ul style="list-style-type: none"> Having formal processes for verifying individuals' documentation would prevent ineligible clients from receiving benefits |
| Administrative | <ul style="list-style-type: none"> Dis-enrollments are not happening when consumers do not send in verification documentation | <ul style="list-style-type: none"> Automatically dis-enrolling consumers who do not submit verification documentation would prevent ineligible clients from receiving benefits |
| Administrative | <ul style="list-style-type: none"> The Call Center in Tallahassee handles call overflows from the Henderson Call Center during heavy call volume periods | <ul style="list-style-type: none"> The Tallahassee Call Center handling overflow results in fewer calls being abandoned during periods of heavy call volumes |
| Administrative | <ul style="list-style-type: none"> Manual workarounds are not incorporated into the core operating processes at the Call Center. Ad hoc troubleshooting is common practice | <ul style="list-style-type: none"> Consumers and brokers would receive consistent and accurate information from the Call Center if best practices for issue resolution were shared or documented uniformly |



II. Solution Functionality

| Sub-Dimension | Current State Observations | Impact |
|----------------|--|---|
| Administrative | <ul style="list-style-type: none"> New customer service representative training programs do not include interactive training. Customer service representatives sometimes rely on word of mouth to compensate for training program deficiencies, inaccessible frequently asked questions, standard operating procedures, and a lack of comprehensive knowledge management system | <ul style="list-style-type: none"> Interactive training at the Call Center would increase new agent efficiency and accuracy and would decrease customer and broker frustration and average handle times A comprehensive knowledge management system would ensure that Information provided to clients and brokers is consistent across customer service representatives |
| Administrative | <ul style="list-style-type: none"> Knowledge of processes for triaging, escalating, tracking, and resolving errors is not uniformly employed or understood. Sometimes customer service representatives follow up with/notify consumers, and sometimes the customer service representatives tell the customer to come back in a few days to initiate a new application | <ul style="list-style-type: none"> Formal processes for error resolution would ensure consistent customer service and user experience for individuals and brokers |
| Administrative | <ul style="list-style-type: none"> Customer service representatives are unable to view payments made by an individual. To determine if a payment has been made, customer service representatives must escalate to Finance Team Customer service representatives have created a manual workaround to determine receipt of payment in which they view the image of the scanned payment envelope in the XTCM (document management system), as Call Center does not scan checks into XTCM. CSRs are potentially giving out incorrect payment information | <ul style="list-style-type: none"> If the solution displayed payment information, consumers, carriers, and customer service representatives would be able to verify payment status without escalation |



III. Call Center

| Sub-Dimension | Current State Observations | Impact |
|---|---|--|
| <p>Call Center Operating Model</p> | <ul style="list-style-type: none"> ▪ Performance metrics are not representative of generally observed levels for Call Centers (e.g., 90/30 – 90% of calls must be answered within 30 seconds while industry norm is 80/20) ▪ Call center operations and performance is hampered by multiple changes to the organization model, roles, and responsibilities ▪ The Call Center governance model and immature change management processes hinder the Call Center’s ability to rapidly adapt to the changing landscape | <ul style="list-style-type: none"> ▪ Stronger programs and processes would enable the Call Center to better respond to changes / fluctuations in a timely manner ▪ A negative customer experience contributes to a negative public perception ▪ Confidence in reporting impairs the Call Center and Exchange’s ability to understand current operations |
| <p>Employee Engagement</p> | <ul style="list-style-type: none"> ▪ Call Center staff (agents) are very professional and helpful in their efforts to address the various customer concerns, escalating issues as appropriate | <ul style="list-style-type: none"> ▪ This results in a positive impact to Nevada consumers, helping to improve the public’s perception of the Exchange |
| <p>Facilities</p> | <ul style="list-style-type: none"> ▪ Facilities are not representative of mature call centers; the physical layout, desk setup, and ergonomics all require improvements (e.g., desk ergonomics, construction materials, and equipment) | <ul style="list-style-type: none"> ▪ An improved physical environment can increase employee’s productivity, morale, and retention, and contribute to a better customer experience ▪ There is a limited ability to scale in the current location |
| <p>Inbound Technology (IVR)</p> | <ul style="list-style-type: none"> ▪ The interactive voice response system (IVR) does not adhere to industry best practices and the Call Center lacks a continuous improvement process for IVR review ▪ There is an ineffective capacity strategy, specifically for scaling to large call volume | <ul style="list-style-type: none"> ▪ An improved IVR design would be less cumbersome and more considerate of consumers’ needs and time, provide optimized self service to reduce call volume, and streamline access to the right CSR |



III. Call Center

| Sub-Dimension | Current State Observations | Impact |
|--|---|--|
| <p>Learning & Development</p> | <ul style="list-style-type: none"> ▪ A dedicated training environment for the Call Center training team is needed to develop and maintain consistency ▪ The training curriculum is underdeveloped and has gaps in training including soft skills, leadership, and continuous learning | <ul style="list-style-type: none"> ▪ Additional training would improve customer service, agent effectiveness, retention and reduce, the instances of incorrect information being disseminated |
| <p>Operating Infrastructure</p> | <ul style="list-style-type: none"> ▪ A key business critical system supporting and enabling the Call Center (Interactive Intelligence), does not have a maintenance contract in place ▪ Call Center technology could be enhanced to include functionality such as barge-in, scheduled callbacks, and metric wall boards and screens | <ul style="list-style-type: none"> ▪ Additional Interactive Intelligence functionality would enable more consumers to reach a CSR and have their issues resolved in a timely manner ▪ Support and maintenance contracts would enable rapid response and the addition of new enhancements and technologies during a system outage ▪ Expanded technology functionality would enable management and agents to better respond in real time to fluctuations in call volume |
| <p>Workforce Management</p> | <ul style="list-style-type: none"> ▪ The workforce planning organization has several highly manual processes (e.g., reporting) ▪ Forecast models have been unable to keep pace with actual call volume ▪ The workforce planning organization lacks a workforce management playbook | <ul style="list-style-type: none"> ▪ A more robust workforce planning organization will allow the Call Center to respond to changes and fluctuations in a timely manner to meet contracted SLAs and enable a positive customer experience and an improved public perception |



IV. Technology - SDLC

| Sub-Dimension | Current State Observations | Impact |
|------------------------------------|--|---|
| Development - Processes | <ul style="list-style-type: none"> A robust Configuration Management process is in line with leading practices in the industry | <ul style="list-style-type: none"> Continuing this process would help control multiple versions of code in parallel streams |
| Release Management – “Fast-Follow” | <ul style="list-style-type: none"> There are 143 “fast-follow” items that are still outstanding. A release plan for the outstanding “fast-follow” items has not been finalized. | <ul style="list-style-type: none"> Addressing critical functionality gaps in the BOS solution would improve the ability for end users to use the system effectively. |
| Release Management - Defect Fixes | <ul style="list-style-type: none"> There are currently more than 500+ sev1/sev2 defects and 1,000+ sev3/sev4 defects, and a release plan for the defect fixes has not been put in place. | <ul style="list-style-type: none"> A release plan for defect fixes would provide the Exchange with visibility into when these defects would be resolved. |
| Design - Documentation | <ul style="list-style-type: none"> The Software Design Document (SDD) outline is approved by the Exchange. However, the detailed content of the SDD is being tracked for completion for a future date. The contractor is currently working on updating the design document in two phases – Phase One: Update the design document to reflect the system as on production release (Oct 2013). Phase Two: Update the design document to include all “fast-follow” changes. Currently, defect resolution is highly dependent on the institutional knowledge of the team who designed and architected the system. | <ul style="list-style-type: none"> An updated and approved SDD is necessary to clearly define the system architecture expectations and facilitate the resolution and validation of defect fixes in the BOS solution. Relying on individual team members’ understanding of the system and requirements increases the risk that requirements may be misinterpreted and dependent application components may be negatively impacted when changes are made to the application. |



IV. Technology - SDLC

| Sub-Dimension | Current State Observations | Impact |
|------------------------------------|--|---|
| Requirements - Traceability | <ul style="list-style-type: none"> The Requirements Traceability Matrix (RTM) and the Requirements Specification Document (RSD) are not kept up to date with the “fast-follow” user stories that are developed | <ul style="list-style-type: none"> Comprehensive traceability would help ensure that all applicable requirements are addressed in the “fast-follow” user stories and test cases. Not having such traceability creates risks of requirements not being met and not identifying such issues until after implementation |
| Release Management - Documentation | <ul style="list-style-type: none"> Rapid changes are made to the application without updating associated documentation such as the System Design, Test Cases, or Training Manuals | <ul style="list-style-type: none"> Keeping design, testing, and training documentation consistent with the application would stabilize code and facilitate more accurate training for brokers, navigators, Call Center, and production operations staff |
| Design - Interfaces | <ul style="list-style-type: none"> The enrollment process has incomplete code implementation according to the Design Document and quality assurance checks. This results in manual intervention for sending enrollments to the carriers | <ul style="list-style-type: none"> Automating or revising the current manual process would reduce the effort required by the carriers and accelerate the enrollment of users to their plans |
| Design - Interfaces | <ul style="list-style-type: none"> Premium payment relies on a manual process to update records in the BOS solution after the user makes a payment | <ul style="list-style-type: none"> Users who have made their payment do not always receive the credit. Their plan enrollment gets delayed until their payment to UMB bank is marked successful |



IV. Technology - SDLC

| Sub-Dimension | Current State Observations | Impact |
|----------------------------------|--|---|
| Design - Security | <ul style="list-style-type: none"> ▪ Identity proofing is currently turned off; therefore, Deloitte was unable to validate this functionality | <ul style="list-style-type: none"> ▪ BOS solution is currently unable to validate Personally Identifiable Information (PII) of the user resulting in user application inconsistencies and duplication of applications |
| Development - Exception Handling | <ul style="list-style-type: none"> ▪ BOS solution code is inconsistently handling exception scenarios | <ul style="list-style-type: none"> ▪ Consistent handling of all error scenarios in the code would increase the likelihood of the application giving a correct error message to the user. In addition, customer service representatives would be able to more effectively resolve user issues |
| Operations - SLA Compliance | <ul style="list-style-type: none"> ▪ The Service Level Agreement is not met for the following key performance indicators: <ul style="list-style-type: none"> - Up-Time (October 2013 - March 2014) - Down Time (October 2013 - March 2014) - Exchange Resolution Time (January 2014 - February 2014) - Resolution Time (October 2013 - March 2014) - Image Availability (December 2013 - February 2014) | <ul style="list-style-type: none"> ▪ Consistent performance meeting the defined Service Level Agreements would improve the end user experience |
| Testing- ADA Compliance | <ul style="list-style-type: none"> ▪ Based on the ADA Test execution report dated 10/14/2013, 24% of ADA compliance test cases failed. There is no supporting documentation to validate whether these issues have been fixed | <ul style="list-style-type: none"> ▪ Addressing these defects would enable individuals with physical and visual disabilities to use the BOS solution more effectively and accurately |
| Testing- Defect Management | <ul style="list-style-type: none"> ▪ 23% of the 1,200+ pending defects logged in the defect management tool lack key information needed to perform root cause analysis | <ul style="list-style-type: none"> ▪ The SSHIX is unable to draw meaningful analysis and properly plan defect fixes due to gaps in recorded data |



IV. Technology - SDLC

| Sub-Dimension | Current State Observations | Impact |
|------------------------------|---|---|
| Testing- Performance Testing | <ul style="list-style-type: none"> System performance tests are not routinely conducted prior to releases to production | <ul style="list-style-type: none"> Routine performance testing would improve the system's stability and reduce operational issues under peak load |
| Testing- Regression | <ul style="list-style-type: none"> New defects are introduced with 'Defect Fix' releases due to inadequate regression testing | <ul style="list-style-type: none"> Enhanced regression testing would reduce the number of new defects introduced in the production environment to be observed by users of the BOS solution |
| Testing- UAT | <ul style="list-style-type: none"> User Acceptance Testing (UAT) is performed by Xerox instead of by users. There is no dedicated UAT test environment and there are no test cases executed as part of UAT | <ul style="list-style-type: none"> A robust UAT performed by users is missing critical Quality Assurance step in the Systems Development Lifecycle (SDLC), reducing the number of fixes being promoted to the production environment |
| Testing- Environments | <ul style="list-style-type: none"> There is no integrated test environment with all solution components to perform end-to-end testing | <ul style="list-style-type: none"> Integrated testing in the lower environments will help to uncover application issues and reduce the likelihood of defects in the production environment |
| Design - Batches | <ul style="list-style-type: none"> System batches have not been developed using a consistent approach or framework. Batch error notification is inconsistent | <ul style="list-style-type: none"> A consistent approach for all batches would facilitate greater maintainability and scalability |



IV. Technology - SDLC

| Sub-Dimension | Current State Observations | Impact |
|--------------------------------|---|--|
| Development - Coding Standards | <ul style="list-style-type: none"> Coding standards are inconsistently implemented. Development teams do not have a coding standards document for reference during coding | <ul style="list-style-type: none"> A single set of coding standards across the different teams that develop each functional module would reduce readability issues and code maintainability issues during operations and maintenance Proper code governance would reduce memory leakages and improve system performance issues |
| Operations - SLA Monitoring | <ul style="list-style-type: none"> The process to measure the 'Exchange Response Time' SLA only captures the time it takes for the BOS solution homepage to load. It does not measure the response time for any transactions within the BOS solution | <ul style="list-style-type: none"> A redefined SLA measurement would provide a more accurate indication of the transaction response time experienced by the end users |



V. Technology - Infrastructure

| Sub-Dimension | Current State Observations | Impact |
|--------------------------|--|---|
| Incident Management | <ul style="list-style-type: none"> Many incidents (including high priority) were closed without proper root cause analysis done or logged in the IT Help Desk Service Reports. This suggests there is low adoption of standard incident management processes There is no traceability between the incidents and defects raised. As a result there is no validation that deployed fixes address known incidents | <ul style="list-style-type: none"> Conducting proper root cause analysis of all incidents would provide insight to core infrastructure issues impacting availability/performance Having the traceability and visibility of right resolution analysis would show the current situation and help detect recurring incidents, which could not be unearthed without proper root cause analysis |
| Document Management | <ul style="list-style-type: none"> Information populated in approved documents such as the "Hosting Environment Document" is invalid when compared to the current solution deployment state. This was caused by a last minute move of the BOS solution hosting from Choice Data center to Xerox data centers Published documents are severely out dated and the availability of the current in-production BOS solution operational plan is unknown | <ul style="list-style-type: none"> Developing a complete standardized and documented BOS solution operational plan would lead to adoption of standard operational processes Currently, all of the operational knowledge is undocumented so the contractor has had to rely heavily on personnel who implemented the solution for ongoing support The operational group responsible for BOS solution from both Nevada Exchange and Leadership perspective will not have the necessary documentation on the solution's expectations |
| Configuration Management | <ul style="list-style-type: none"> The majority of the memory utilization issues identified in the IT monthly service desk reports have been hypothesized as a problem by Microsoft, whose fix was deployed on 02/22/14 The March 2014 IT monthly service desk report was needed to confirm the hypothesis, which was not provided | <ul style="list-style-type: none"> Overall response of the solution will be slower during the SQL synchronization If the web portal memory leak issue is not fixed, then users may still experience significant latency and HTTP 500/501 errors |



V. Technology - Infrastructure

| Sub-Dimension | Current State Observations | Impact |
|---------------------------------|---|---|
| Virtualization Cloud Operations | <ul style="list-style-type: none"> Provisioning of workloads and virtual machines (VMs) for the BOS solution from VM templates is done manually instead of by using an automated process indicating a low level of cloud adoption maturity and capabilities Migration of the hosting of the BOS solution from the Choice data center to the Xerox data center was done as equal clone of VMs. All the capacity planning and sizing configurations were taken from the Choice-hosted solution. There was no independent capacity planning and sizing that was done taking variables specific to Xerox into account | <ul style="list-style-type: none"> Any change in configuration of workload or VM template currently would require substantial manual exercise in both data centers on every VM Automating the VM provisioning process would reduce the VM provisioning time, improve overall system integrity, and dramatically lower IT infrastructure and operating costs Automation would also significantly reduce the IT service desk incidences showing unavailability of servers/services, storage constraints, and high CPU utilization, which are currently affecting the solution availability |
| IaaS-Storage | <ul style="list-style-type: none"> There is no formal data archival and retention process in place | <ul style="list-style-type: none"> Having a formal data retention policy defined would eliminate the current problem of continuous data growth in the primary data store and DR facility. It would also reduce current problems in performance and storage capacity/availability, and would reduce the financial burden to procure and maintain increasing capacity demands of the primary data store and DR facility |
| Disaster Recovery | <ul style="list-style-type: none"> According to the contractor, there has never been a disaster recovery test (successful or otherwise), Therefore they have never confirmed the ability to successfully restore to production. Additionally, there are no defined Recovery Point Objectives (RPO) and RTO remains loosely defined as 72 hours | <ul style="list-style-type: none"> Any DR synchronization issues could cause a ripple effect on other solution components affecting the 72 hour Recovery Time Objective (RTO) key performance indicator (KPI) Developing, testing, and implementing a sound disaster recovery solution would provide for the availability of operational data in the event of a disaster |



V. Technology - Infrastructure

| Sub-Dimension | Current State Observations | Impact |
|---------------------|---|--|
| SLA | <ul style="list-style-type: none"> The KPI requirement on the Xerox SLA to provide 99.9% uptime of the BOS solution (which equals 43.2 minutes of maximum downtime) has not been met consistently | <ul style="list-style-type: none"> Due to ongoing performance issues and the unavailability of significant components, the BOS Solution will continue to see unplanned outages and consumers will continue to have trouble accessing the solution |
| Capacity Management | <ul style="list-style-type: none"> Some of the BOS solution servers are consistently running out of storage space due to logs filling up the space. This is due to the granularity and details at which logs are stored. There is no automated cleanup processes in place, suggesting a reactive, rather than proactive, solution When the data centers moved from Choice Administrators to Xerox, no independent capacity planning was done taking Xerox's data center operational environment variables into account. This suggests that workload configurations may not have been calculated correctly, taking all variables into consideration, causing regular out of space issues | <ul style="list-style-type: none"> This might cause service availability issues for various components of the BOS solution |
| Network | <ul style="list-style-type: none"> BOS solution services availability has been lower than expected | <ul style="list-style-type: none"> The BOS solution has been unable to meet the State's expectations for up-time |



V. Technology - Infrastructure

| Sub-Dimension | Current State Observations | Impact |
|------------------------------|---|--|
| Performance - Virtualization | <ul style="list-style-type: none"> CPU Utilization has exceeded 90% on some of the BOS solution servers, which can result in performance issues for the whole BOS solution | <ul style="list-style-type: none"> This might cause service availability issues for various components of the BOS solution |
| Performance-DB | <ul style="list-style-type: none"> BI/DW database server in production environment is Oracle RAC, however the non-production environments (Dev & Test) use Oracle Enterprise server | <ul style="list-style-type: none"> Long running queries developed in future could impact performance of BI/DW component Major platform shifts between Dev/test and Prod often resulting performance issues and limited ability to trace and resolve issues |
| Cloud Configuration | <ul style="list-style-type: none"> Xerox maintains two separate private clouds based on Cisco UCS and VMware vSphere, one in Pittsburgh and one in Dallas. BOS SaaS solution (Single Tenant) is deployed in primary data center (Pittsburgh) and the DR solution for BOS is located in Dallas. Primary data center for BOS Call Center is in Dallas with DR solution located in Pittsburgh | <ul style="list-style-type: none"> Separation of two clouds have limited the capacity of resource pools which could impact temporary requirements for cloud burst between Xerox data centers. This also limits provisioning between data centers and is making interoperability between data centers impossible |
| IaaS-DB | <ul style="list-style-type: none"> Oracle RAC and Oracle Enterprise Servers are running on physical machines and are not virtualized | <ul style="list-style-type: none"> Any additional requirements related to performance increase of Oracle database would require provisioning and procurement of new hardware and reconfiguration and testing of the Oracle DB as well as significant downtime of production BI/DW component |



VI. Technology - Security

| Sub-Dimension | Current State Observations | Impact |
|---------------|----------------------------|--------|
|---------------|----------------------------|--------|

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VI. Technology - Security

| Sub-Dimension | Current State Observations | Impact |
|---------------|----------------------------|--------|
|---------------|----------------------------|--------|

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Appendix D:
Code Review Meetings Conducted

Code Review Meetings (1 of 2)

| Item | Agenda | Presenter |
|------|--|-----------|
| 1 | Continue with overview of framework components <ul style="list-style-type: none"> ▪ Core Framework <ul style="list-style-type: none"> – Batch/Interface ▪ Data persistence Framework <ul style="list-style-type: none"> – Data persistence mechanism (ORM tool) – Transaction – Concurrency – Change data capture | Xerox |
| 2 | Code walkthrough of 2 to 3 defects fixes included in the last Release to Production | Xerox |
| 3 | EDI Interface (EDI file creation, XML-X12 Translation, Communication with Carriers) <ul style="list-style-type: none"> ▪ Functional overview ▪ Code walkthrough | Xerox |
| 4 | Single Streamlined application - Account Management and Application Registration <ul style="list-style-type: none"> ▪ Functional overview ▪ Code walkthrough | Xerox |
| 5 | Single Streamlined application – Plan Management (Rating Engine, SHOP, and Shopping) <ul style="list-style-type: none"> ▪ Functional overview ▪ Code walkthrough | Xerox |
| 6 | Billing and Payment (Interface with Great Plains, Reconciliation of Financial Transactions) <ul style="list-style-type: none"> ▪ Functional overview ▪ Code walkthrough | Xerox |



Code Review Meetings (2 of 2)

| Item | Agenda | Presenter |
|------|--|-----------|
| 7 | Interfaces (DWSS, Federal Hub – Remote Identify Proofing) <ul style="list-style-type: none"> ▪ Functional overview ▪ Code walkthrough | Xerox |
| 8 | Batches, notices, and correspondence <ul style="list-style-type: none"> ▪ Functional overview ▪ Code walkthrough | Xerox |



**Appendix E:
Interviews Conducted**

Interviews Conducted (1 of 4)

| Mtg. No. | Organization | Interview Subject | Interview Date |
|----------|---|---|----------------|
| 1 | Exchange | Pre-Interviews | 3/19 |
| 2 | Exchange | Pre-Interviews | 3/19 |
| 3 | Exchange | Pre-Interviews | 3/19 |
| 4 | Exchange | Project Management | 3/19 |
| 5 | Exchange | Pre-Interviews | 3/20 |
| 6 | Natoma | Testing Environment | 3/20 |
| 7 | State of Nevada, Natoma, Cognizant, Xerox | Testing Environment | 3/20 |
| 8 | Exchange | Pre-Interviews | 3/21 |
| 9 | Exchange | Pre-Interviews | 3/21 |
| 10 | DWSS | General | 3/24 |
| 11 | Carriers - UnitedHealthCare | Other Stakeholders | 3/25 |
| 12 | PCG | General | 3/25 |
| 13 | State of Nevada | Technical | 3/25 |
| 14 | Exchange | Technical | 3/25 |
| 15 | Patrick Casele & Asso. | Other Stakeholders | 3/26 |
| 16 | Xerox | Security | 3/26 |
| 17 | Brokers - Carothers Ins. | Other Stakeholders | 3/26 |
| 18 | Xerox | Initial Conversation | 3/26 |
| 19 | Natoma | Other Stakeholders | 3/26 |
| 20 | Xerox | General | 3/26 |
| 21 | Xerox | Security | 3/26 |
| 22 | Xerox | Executive | 3/26 |
| 23 | Xerox | General | 3/26 |
| 24 | Xerox | Individual Enrollment (including interface with DWSS) | 3/26 |
| 25 | Xerox | Individual Eligibility | 3/26 |
| 26 | Exchange | General | 3/26 |
| 27 | DWSS | Post-Interviews | 3/26 |
| 28 | Xerox | Technical | 3/27 |
| 29 | DWSS | Project Management | 3/27 |
| 30 | Xerox | Technical | 3/27 |



Interviews Conducted (2 of 4)

| Mtg. No. | Organization | Interview Subject | Interview Date |
|----------|--------------------|--|----------------|
| 31 | Xerox | General | 3/27 |
| 32 | DWSS | Technical | 3/27 |
| 33 | Cognizant | "Fast-Follow" | 3/28 |
| 34 | Board | Executive | 3/28 |
| 35 | Board | Executive | 3/31 |
| 36 | Xerox | Infra/Arch | 3/31 |
| 37 | Xerox | Infra/Arch | 3/31 |
| 38 | Xerox | Contact Center | 4/1 |
| 39 | Clark & Associates | Other Stakeholders | 4/1 |
| 40 | Board | Executive | 4/1 |
| 41 | Exchange | General | 4/1 |
| 42 | Exchange | General | 4/1 |
| 43 | Xerox | Technical | 4/1 |
| 44 | Xerox | EDI reconciliation process with carriers | 4/1 |
| 45 | Xerox | PMO & Governance | 4/1 |
| 46 | Exchange | General | 4/1 |
| 47 | Xerox | Contact Center | 4/1 |
| 48 | Xerox | General | 4/1 |
| 49 | Cognizant | General | 4/2 |
| 50 | Xerox | Technical | 4/2 |
| 51 | DWSS | Other Stakeholders | 4/2 |
| 52 | Xerox | Defect Reporting in UAT | 4/2 |
| 53 | Cognizant | Release Management | 4/2 |
| 54 | Xerox | Release Management | 4/2 |
| 55 | Xerox | Compliance, Carrier, Reporting | 4/2 |
| 56 | Xerox | Technical | 4/2 |
| 57 | DWSS | Technical | 4/2 |
| 58 | Broker | General | 4/2 |
| 59 | Cognizant | Testing | 4/2 |
| 60 | Xerox | General | 4/2 |



Interviews Conducted (3 of 4)

| Mtg. No. | Organization | Interview Subject | Interview Date |
|----------|--------------------------|--|----------------|
| 61 | Board | Executive | 4/2 |
| 62 | DWSS | General | 4/2 |
| 63 | Xerox | Contact Center | 4/2 |
| 64 | Xerox | Contact Center | 4/2 |
| 65 | Xerox | Contact Center | 4/2 |
| 66 | Xerox | General | 4/2 |
| 67 | Xerox | General | 4/2 |
| 68 | Exchange | Security | 4/2 |
| 69 | Xerox | Contact Center | 4/2 |
| 70 | Xerox | General | 4/3 |
| 71 | DWSS | Data Analytics & Reporting | 4/3 |
| 72 | Cognizant/Natoma | General | 4/3 |
| 73 | Cognizant/Natoma | General | 4/3 |
| 74 | Cognizant | General | 4/3 |
| 75 | Xerox | Contact Center | 4/3 |
| 76 | Xerox, Cognizant, Natoma | Code Review | 4/3 |
| 77 | Xerox | Contact Center | 4/3 |
| 78 | DWSS | Call Center | 4/4 |
| 79 | Cognizant | General | 4/4 |
| 80 | Navigators | Other Stakeholders | 4/4 |
| 81 | Xerox | Contact Center | 4/4 |
| 82 | Xerox, Cognizant, Natoma | Code Review | 4/4 |
| 83 | Xerox | Follow-up | 4/4 |
| 84 | Xerox | Follow-up | 4/4 |
| 85 | DWSS | Executive | 4/7 |
| 86 | Division of Insurance | General | 4/7 |
| 87 | Cognizant | Testing | 4/7 |
| 88 | Broker | General | 4/7 |
| 89 | Xerox | Defect prioritization of items from the Exchange and the Governor's office | 4/8 |
| 90 | DWSS | Appeals | 4/8 |



Interviews Conducted (4 of 4)

| Mtg. No. | Organization | Interview Subject | Interview Date |
|----------|------------------------|---|----------------|
| 91 | DWSS | Other Stakeholders | 4/8 |
| 92 | Advocate/Navigator | Other Stakeholders | 4/8 |
| 93 | Xerox | General | 4/8 |
| 94 | Xerox | Check Payments Processing | 4/8 |
| 95 | Cognizant | Follow-up | 4/8 |
| 96 | Xerox | Call Center Technology Review | 4/8 |
| 97 | Xerox, Cognizant | Release management process for the "Fast-Follow" user stories | 4/8 |
| 98 | | Call Center Technology Review | 4/8 |
| 99 | St. Mary's | Other Stakeholders | 4/8 |
| 100 | Delta Dental | Other Stakeholders | 4/9 |
| 101 | Xerox | M&O process | 4/9 |
| 102 | Xerox | Defect prioritization | 4/9 |
| 103 | Xerox | Plan Management | 4/9 |
| 104 | Exchange | "Fast-Follow" | 4/9 |
| 105 | Navigators | Other Stakeholders | 4/9 |
| 106 | Carriers - Anthem BCS | Other Stakeholders | 4/10 |
| 107 | Xerox | Check and payment processing | 4/11 |
| 108 | DWSS | Executive | 4/11 |
| 109 | Carriers - Nevada COOP | Other Stakeholders | 4/14 |



Appendix F:
Documents Requested

Document Request Status (1 of 6)

| # | Document Name | Document Group | Date Document Requested | Date Document Received |
|----|---|--------------------|-------------------------|------------------------|
| 1 | Detailed Project Plan | Project Management | 3/19/2014 | 3/25/2014 |
| 2 | -Project Management Plan - Change Management Plan - Schedule Management Plan - Cost Management Plan - Quality Management Plan - Staffing Plan - Communication Management Plan - Risk Management Plan - Training Plan - Implementation Plan | Project Management | 3/19/2014 | 3/25/2014 |
| 3 | Project Risks and Issues Log | Project Management | 3/19/2014 | 3/26/2014 |
| 4 | Semi-Monthly Project Status Reports | Project Management | 3/19/2014 | 3/25/2014 |
| 5 | Governance Review (s) Results | Project Management | 3/19/2014 | 4/1/2014 |
| 6 | Project Review (s) Results | Project Management | 3/19/2014 | 4/1/2014 |
| 7 | Gate Review: CMS Blueprint Support | Project Management | 3/19/2014 | 4/2/2014 |
| 8 | Gate Review: March 2013 CMS Review | Project Management | 3/19/2014 | 4/2/2014 |
| 9 | Gate Review: May 2013 CMS Review | Project Management | 3/19/2014 | 3/31/2014 |
| 10 | Gate Review: July 2013 CMS Review | Project Management | 3/19/2014 | 4/2/2014 |
| 11 | Gate Review: September 2013 CMS Review | Project Management | 3/19/2014 | 3/31/2014 |
| 12 | Gate Review: Final Certification CMS Review | Project Management | 3/19/2014 | Unavailable |
| 13 | Transition Plan | Project Management | 3/19/2014 | 3/25/2014 |
| 14 | Staffing Plan (from the Exchange) | Project Management | 3/19/2014 | 3/27/2014 |
| 15 | Vendor Management Plan (from the Exchange) | Project Management | 3/19/2014 | 3/27/2014 |
| 16 | Contract Management Plan (from the Exchange) | Project Management | 3/19/2014 | 3/27/2014 |
| 17 | Deliverable Review and Approval document (from the Exchange) | Project Management | 3/19/2014 | 3/27/2014 |
| 18 | Sustainability Report (from the Exchange) | Project Management | 3/19/2014 | 3/31/2014 |
| 19 | Carrier Management Plan and Companion Guide (from the Exchange) | Project Management | 3/19/2014 | 3/31/2014 |
| 20 | Navigator/Broker Management Plan (from the Exchange) | Project Management | 3/19/2014 | 3/31/2014 |
| 21 | Stakeholder Management Plan (from the Exchange) | Project Management | 3/19/2014 | 3/31/2014 |
| 22 | Risk Management Plan (from the Exchange) | Project Management | 3/19/2014 | 3/27/2014 |
| 23 | Issue Management Plan with details on the escalation process (from the Exchange) | Project Management | 3/19/2014 | 4/2/2014 |
| 24 | Cost Management Plan (from the Exchange) | Project Management | 3/19/2014 | 3/27/2014 |
| 25 | Resource Plan (from the Exchange) | Project Management | 3/19/2014 | 3/31/2014 |
| 26 | Program Management Plan (from the Exchange) | Project Management | 3/19/2014 | 3/27/2014 |
| 27 | Communication Plan with details on communications to the board, governor and other stakeholders (from the Exchange) | Project Management | 3/19/2014 | Unavailable |
| 28 | Requirements Specification Document | Requirements | 3/19/2014 | 3/25/2014 |
| 29 | Requirements Traceability Matrix | Requirements | 3/19/2014 | 4/2/2014 |
| 30 | Requirements Validation Review | Requirements | 3/19/2014 | 3/25/2014 |
| 31 | Change Order Documentation | Requirements | 3/19/2014 | 3/31/2014 |
| 32 | System Design including the following: | Design | 3/19/2014 | 3/27/2014 |
| 33 | a) Business Rule Specification Document: | Design | 3/19/2014 | 3/27/2014 |
| 34 | b) EDI 834, file layouts, requirements, corresponding error logs, and response files: for every month since these have been transmitted, 5 daily files | Design | 3/19/2014 | 3/27/2014 |

*Documents that are listed as "unavailable" may include documents that were not created or may not be complete



Document Request Status (2 of 6)

| # | Document Name | Document Group | Date Document Requested | Date Document Received |
|----|---|----------------|-------------------------|------------------------|
| 35 | c) EDI 820, file layouts, requirements, corresponding error logs, and response files: for every month since these have been transmitted, 5 daily files | Design | 3/19/2014 | 3/27/2014 |
| 36 | d) Eligibility decision tree | Design | 3/19/2014 | 3/27/2014 |
| 37 | e) Enrollment decision tree | Design | 3/19/2014 | 3/27/2014 |
| 38 | f) Auto renewal rules | Design | 3/19/2014 | 3/27/2014 |
| 39 | g) Business Logic Diagram | Design | 3/19/2014 | 3/27/2014 |
| 40 | h) All Functional Reports - a list and brief overview, a sample, their design docs | Design | 3/19/2014 | 3/27/2014 |
| 41 | Technical Architecture and Interface Architecture | Design | 3/19/2014 | 3/27/2014 |
| 42 | Hosting Environment Details including: - Equipment make, model, and primary configuration that will be used to host the proposed solution - SaaS/BOS solution Document explaining the XaaS layers of the solution in detail | Design | 3/19/2014 | Unavailable |
| 43 | The Network Design Document explicitly describing through pictographic view the different components of network design and explaining their properties | Design | 3/19/2014 | 3/25/2014 |
| 44 | Interface Specifications Document | Design | 3/19/2014 | 3/28/2014 |
| 45 | Low Level Technical Design Document (per Functional Module) | Design | 3/19/2014 | Unavailable |
| 46 | Logical Data Model | Design | 3/19/2014 | 3/27/2014 |
| 47 | Physical Data Model | Design | 3/19/2014 | Unavailable |
| 48 | Data Dictionary | Design | 3/19/2014 | Unavailable |
| 49 | Plan Management Spreadsheet (this should have been pulled from either the DOI or sent from the health plan to the DOI) | Design | 3/19/2014 | 4/3/2014 |
| 50 | Application Code with instructions to deploy code base | Development | 3/19/2014 | 4/3/2014 |
| 51 | Unit Test Check List and Unit Test Results | Development | 3/19/2014 | 4/7/2014 |
| 52 | Integration Test Cases and Test Results | Development | 3/19/2014 | 4/7/2014 |
| 53 | Test management Plan | Testing | 3/19/2014 | 3/25/2014 |
| 54 | a) System Test Plan and Test Results | Testing | 3/19/2014 | 3/25/2014 |
| 55 | b) UAT Plan and Test Results | Testing | 3/19/2014 | 3/25/2014 |
| 56 | c) Regression Test Plan and Test Results | Testing | 3/19/2014 | 3/25/2014 |
| 57 | d) Stress/Load Test Plan and Test Results | Testing | 3/19/2014 | 3/25/2014 |
| 58 | e) Operations Readiness Test Plan and Test Results | Testing | 3/19/2014 | 3/26/2014 |
| 59 | f) ADA compliance test results | Testing | 3/19/2014 | 4/8/2014 |
| 60 | Defect Status Report (metrics per release) | Testing | 3/19/2014 | 3/27/2014 |
| 61 | Provide access to Testing Environment for the Deloitte Team | Testing | 3/19/2014 | 3/21/2014 |
| 62 | a) URL | Testing | 3/19/2014 | 3/21/2014 |
| 63 | b) provide accounts for the following roles - navigator, broker, CSE/CSR, admin | Testing | 3/19/2014 | 4/1/2014 |
| 64 | c) ability and instruction to advance time | Testing | 3/19/2014 | 3/26/2014 |
| 65 | d) ability to run batch jobs and view results | Testing | 3/19/2014 | 3/26/2014 |
| 66 | e) ability to run interface jobs and view results | Testing | 3/19/2014 | 3/26/2014 |
| 67 | f) Provide test data | Testing | 3/19/2014 | 3/26/2014 |
| 68 | Configuration Management Plan | Deployment | 3/19/2014 | 3/25/2014 |
| 69 | Release Management Plan | Deployment | 3/19/2014 | 3/18/2014 |
| 70 | Support and Problem Escalation Plan | Deployment | 3/19/2014 | 3/25/2014 |
| 71 | Implementation Plan Site Readiness Report | Deployment | 3/19/2014 | 3/25/2014 |
| 72 | Information Technology Help Desk Service Monthly Report | Deployment | 3/19/2014 | 3/25/2014 |
| 73 | Capacity Plan | Deployment | 3/19/2014 | 3/25/2014 |
| 74 | Data Growth Plan document describing the current data growth and future projections | Deployment | 3/19/2014 | 3/25/2014 |
| 75 | Production Operations Procedures | Deployment | 3/19/2014 | 3/26/2014 |



Document Request Status (3 of 6)

| # | Document Name | Document Group | Date Document Requested | Date Document Received |
|-----|---|-----------------------|-------------------------|------------------------|
| 76 | User Manuals | Deployment | 3/19/2014 | 3/28/2014 |
| 77 | Training Plan and Training materials | Deployment | 3/19/2014 | 3/25/2014 |
| 78 | Daily Production Operations Report | Production Operations | 3/19/2014 | 3/18/2014 |
| 79 | Defects reported by criticality and severity in a sortable format with date created, date resolved for production | Production Operations | 3/19/2014 | 3/27/2014 |
| 80 | Defects reported by criticality and severity in a sortable format with date created, date resolved for non-production | Production Operations | 3/19/2014 | 3/27/2014 |
| 81 | Service Management Process Automated SLA Monitoring Monthly Service Level Agreement Report Corrective Action Report | Production Operations | 3/19/2014 | 3/27/2014 |
| 82 | Statistics on SHOP: how many employers, insurers, plans per county as well as which insurers plans were chosen by the employers | Production Operations | 3/19/2014 | 3/28/2014 |
| 83 | Enrollment reports - broken down by APTC, ESI, QHP, MA eligibility, with carrier plan product, by enrollment, by paid plans | Production Operations | 3/17/2014 | 3/18/2014 |
| 84 | List of appeals and hearings and consumer complaints and health plan complaints | Production Operations | 3/19/2014 | 3/28/2014 |
| 85 | List of manual workarounds currently in place | Production Operations | 3/19/2014 | 3/26/2014 |
| 86 | Data Retention, Recovery Services, Protection, and Data Management Plan | Security | 3/19/2014 | 3/25/2014 |
| 87 | Copy of the IRS SAFEGUARD PROCEDURES REPORT (SPR) | Security | 3/19/2014 | 3/28/2014 |
| 88 | Copy of completed applicable IRS Safeguard Computer Security Evaluation Matrix (SCSEM) | Security | 3/19/2014 | 3/28/2014 |
| 89 | Copy of the Plan of Action & Milestones (POA&M) document | Security | 3/19/2014 | 3/18/2014 |
| 90 | Evidence of periodic review and updates to the access control policy by appropriate personnel. (May be part of the policy document itself) | Security | 3/19/2014 | 4/1/2014 |
| 91 | Sample list of active system accounts along with the name of the individual associated with each account | Security | 3/19/2014 | 4/1/2014 |
| 92 | Copy of information system audit records. | Security | 3/19/2014 | 4/1/2014 |
| 93 | Evidence of periodic review evidence of the information system accounts. | Security | 3/19/2014 | 4/1/2014 |
| 94 | LDAP structure of group accounts and membership for application and infrastructure accounts | Security | 3/19/2014 | 4/1/2014 |
| 95 | For a sample of accounts created/disabled/changed, provide evidence that authorization is taken | Security | 3/19/2014 | Unavailable |
| 96 | Screenshots of the procedures for creating and removing the temporary and emergency accounts | Security | 3/19/2014 | Unavailable |
| 97 | Evidence that temporary accounts are monitored | Security | 3/19/2014 | 4/1/2014 |
| 98 | For a sample of temporary and emergency accounts created, provide evidence that authorization is taken (Samples would be selected once total population is received) | Security | 3/19/2014 | Unavailable |
| 99 | Documentation on the tool that provides automated mechanisms to support account management functions | Security | 3/19/2014 | 4/1/2014 |
| 100 | Evidence that account management tool is configured to disable inactive accounts after 180 days. e.g. screenshot of the configuration from account management tool | Security | 3/19/2014 | Unavailable |
| 101 | Configuration settings of the tool to indicate that account creation, modification, disabling, and termination actions are audited | Security | 3/19/2014 | Unavailable |
| 102 | Evidence of monitoring of rogue accounts being created | Security | 3/19/2014 | 4/1/2014 |
| 103 | The latest list of authorization(User privileges) defined in the BOS solution. i.e. Role Matrix which will provide role to page / field level to access mapping. Example - Role Office Assistant – Application Home Page – Read Write Access Role Office Assistant – Application Registration Page – Read Write Access | Security | 3/19/2014 | Unavailable |
| 104 | Active Directory global settings on read - write permissions | Security | 3/19/2014 | 4/1/2014 |
| 105 | Evidence of Separation of Duties and Least Privilege analysis being performed on roles (Evidence of the process to review and update role matrix on regular basis) | Security | 3/19/2014 | Unavailable |
| 106 | Screenshot of the information system configuration settings i.e. account Lockout policy, concurrent session control and unsuccessful login attempts - Application and sample Infrastructure components | Security | 3/19/2014 | Unavailable |
| 107 | Document of the allowed methods of remote access to the information system and s usage restrictions and implementation guidance for each allowed remote access method | Security | 3/19/2014 | 4/1/2014 |



Document Request Status (4 of 6)

| # | Document Name | Document Group | Date Document Requested | Date Document Received |
|-----|---|----------------|-------------------------|------------------------|
| 108 | Evidence of monitoring of remote access methods to information system (Is remote user access to information system /infrastructure being monitored?) | Security | 3/19/2014 | Unavailable |
| 109 | Listing of all wireless access points used by the organization. For a sample of them; provide evidence that they are approved by management. | Security | 3/19/2014 | Unavailable |
| 110 | Evidence of authentication and encryption method for wireless access. | Security | 3/19/2014 | Unavailable |
| 111 | EXCHANGE Parent System Communication Protection Policy and Procedure | Security | 3/19/2014 | Unavailable |
| 112 | Diagram of Security Architecture | Security | 3/19/2014 | Unavailable |
| 113 | Secure DNS deployment control policies and documentation | Security | 3/19/2014 | Unavailable |
| 114 | DNS architecture diagram | Security | 3/19/2014 | Unavailable |
| 115 | Evidence of periodic review and update of the policy and procedures by appropriate personnel within the organization (May be part of the policy document) | Security | 3/19/2014 | Unavailable |
| 116 | Organization's guidelines and procedures addressing the information eminence. | Security | 3/19/2014 | Unavailable |
| 117 | Organization's procedures addressing the cryptographic key management and establishment. | Security | 3/19/2014 | Unavailable |
| 118 | Organization's guidelines and procedures addressing public key infrastructure certificates | Security | 3/19/2014 | Unavailable |
| 119 | Organization's guidelines and procedures addressing the mobile code. | Security | 3/19/2014 | Unavailable |
| 120 | Organization's guidelines and procedures addressing usage restrictions and implementation guidance for Voice over Internet Protocol technologies. | Security | 3/19/2014 | 4/1/2014 |
| 121 | Organization's guidelines and procedures addressing secure name/address resolution service (authoritative source). | Security | 3/19/2014 | Unavailable |
| 122 | Organization's guidelines and procedures addressing architecture and provisioning for name/address resolution service. Additionally, a diagram to depict the name/address resolution service architecture (e.g. DNS architecture diagram) and how is the name/address resolution service secured. | Security | 3/19/2014 | Unavailable |
| 123 | A list of recent security flaw remediation actions performed on the information system (e.g., list of installed patches, service packs, hot fixes, and other software updates to correct information system flaws). | Security | 3/19/2014 | Unavailable |
| 124 | List of information system monitoring tools and techniques deployed by the organization. | Security | 3/19/2014 | Unavailable |
| 125 | A list of most recent integrity scans performed. | Security | 3/19/2014 | Unavailable |
| 126 | Call Center Operations Playbook - Including training materials | Call Center | 3/19/2014 | 3/27/2014 |
| 127 | Call Center Services - Location, hours of operations, headcount, staffing matrix | Call Center | 3/19/2014 | 3/31/2014 |
| 128 | Call Center Planning - Roadmap, initiatives, annual planning - Staffing profile, models, etc. | Call Center | 3/19/2014 | 3/31/2014 |
| 129 | Call Center Governance Model | Call Center | 3/19/2014 | 3/27/2014 |
| 130 | Call Center Operations Metrics - Volumes, service levels, FCR, AHT, ASA, Abandon, occupancy, shrinkage, turnover, etc. by channel and call type | Call Center | 3/19/2014 | 3/27/2014 |
| 131 | Call Center Self Service - Planning, initiatives, etc. - Self-service completion metrics | Call Center | 3/19/2014 | Unavailable |
| 132 | Voice of the customer metrics (e.g., surveys, results) | Call Center | 3/19/2014 | Unavailable |
| 133 | Call Center Organization Charts - Staffing by level | Call Center | 3/19/2014 | 3/28/2014 |
| 134 | Call Center Technology Architecture - Roadmaps, performance data, network diagram, voice platform diagram, desktop standards, etc. - Contact center specific technology architecture (e.g., CTI, ACD, PBX, WFM, QM, desktop, record) - The IVR architecture (I believe it's called the FRS...Functional Requirements document) | Call Center | 3/19/2014 | 4/4/2014 |
| 135 | Workforce Management Playbook - Forecast and scheduling process | Call Center | 3/19/2014 | Unavailable |



Document Request Status (5 of 6)

| # | Document Name | Document Group | Date Document Requested | Date Document Received |
|-----|---|-----------------------|-------------------------|------------------------|
| 136 | nDepends - need output of statistical analysis tool | Development | 3/26/2014 | 4/2/2014 |
| 137 | Integrated project work plan with previous submission dates – last three submissions | Project Management | 3/26/2014 | 3/27/2014 |
| 138 | Go to green report indicates pending stories. Can we get story board exported so we can get details of those story with LOE and ETA for individual stories | Project Management | 3/26/2014 | 3/27/2014 |
| 139 | Release plan (we have received it). Need process document that lays out how release are planned, developed, tested, approved, deployed | Deployment | 3/26/2014 | 3/27/2014 |
| 140 | Steering Committee reports – Bill mentioned Kim will have those as meetings were occurring until last few weeks. Need Agenda, Status report, meeting minutes for three last steering committee report as well as report | Project Management | 3/26/2014 | 3/27/2014 |
| 141 | Ticket resolution process – Process flow that lays out ticket resolution either through response over call or through defect resolution | Production Operations | 3/26/2014 | 3/28/2014 |
| 142 | EDI spreadsheet that are sent to carriers | Production Operations | 3/27/2014 | 3/31/2014 |
| 143 | Virtualization Map with Physical/ VM and hypervisor/VM ratios | Design | 3/25/2014 | Unavailable |
| 144 | Monthly Production reports (includes SLA reporting) that Bill or Greg sends to Exchange from Sept '13 to March '14 | Production Operations | 3/26/2014 | 3/27/2014 |
| 145 | List of Test cases, Test scenarios and test execution reports for past releases; test results for Unit, System, Integration, UAT, and Regression tests | Testing | 3/26/2014 | Unavailable |
| 146 | A detailed list of all outstanding user stories (“fast-follow” items along with the target completion dates) | Development | 3/27/2014 | 4/3/2014 |
| 147 | Invoices, with at least one including multiple applicants (from January, February, and March) | Production Operations | 4/1/2014 | 4/9/2014 |
| 148 | Sample 834/820 EDI files being sent to carriers | Production Operations | 4/1/2014 | 4/3/2014 |
| 149 | Contingency 834/820 spreadsheets that contain the data from the 834/820 EDI files that are being sent to carriers | Production Operations | 4/1/2014 | 4/2/2014 |
| 150 | 834/820 EDI Variance Reports (list of records where the data on the 820 and the 834 files do not match) that are being sent to carriers | Production Operations | 4/1/2014 | 4/3/2014 |
| 151 | Sample ACH payment log (breakdown of the ACH payment sent to carriers – contains a list of members and their payment amount) that are being sent to carriers | Production Operations | 4/1/2014 | 4/3/2014 |
| 152 | ACH Payment Variance reports (list of records where the data on the 820's does not match the ACH payment log) that are being sent to carriers | Production Operations | 4/1/2014 | 4/2/2014 |
| 153 | SSP - updated | Security | 4/1/2014 | 4/4/2014 |
| 154 | IT Service Desk Monthly Report for the month of March 2014 | Production Operations | 4/1/2014 | Unavailable |
| 155 | Presentation shown in the workshop | Production Operations | 4/1/2014 | 4/4/2014 |
| 156 | Current Release Management Plan | Deployment | 4/1/2014 | Unavailable |
| 157 | Current Performance and Scalability Plan | Production Operations | 4/1/2014 | 4/3/2014 |
| 158 | SLA Calculation Documents a. How do you calculate the service up time which is mentioned in the RFP of 99.9% (ITO Group) b. How is the click response time measured? Tools used for measuring / reporting of SLA. | Production Operations | 4/1/2014 | 4/3/2014 |
| 159 | 6. Backup Operational Documents from Xerox a. Backup Map and retention period b. Backup encryption c. Backup Locations | Design | 4/1/2014 | Unavailable |
| 160 | Hardware Layout of Cloud Infrastructure | Design | 4/1/2014 | 4/8/2014 |
| 161 | Physical and Virtual Network layout design | Design | 4/1/2014 | 4/8/2014 |
| 162 | Cloud Architecture , provisioning process and maintenance process of VM images | Design | 4/1/2014 | 4/8/2014 |
| 163 | Network diagram with router and zoning information | Design | 4/1/2014 | 4/8/2014 |
| 164 | List of Platforms a. Versions, DBs b. Assigned/Installed Software c. Datacenter to Platform mapping | Design | 4/1/2014 | 4/4/2014 |
| 165 | Monitoring & Administration Document a. List of different tools and mapping to the monitoring aspects | Design | 4/1/2014 | 4/8/2014 |



Document Request Status (6 of 6)

| # | Document Name | Document Group | Date Document Requested | Date Document Received |
|-----|---|-----------------------|-------------------------|------------------------|
| 166 | Solution Component Integration Map | Design | 4/1/2014 | 4/4/2014 |
| 167 | Capability map a. All capabilities that are being provided by the datacenters/infrastructure team and tools that are being used to support the capabilities b. Tools to capabilities mapping | Design | 4/1/2014 | 4/8/2014 |
| 168 | Workload Map a. Describing the OS system, properties, platform, Software of all workloads | Design | 4/1/2014 | 4/8/2014 |
| 169 | Information Flow diagrams | Design | 4/1/2014 | Unavailable |
| 170 | Resource usage reports. a. Usage of memory, storage, cpu at the workload and also at the hypervisor level | Design | 4/1/2014 | 4/8/2014 |
| 171 | DOORS application output for the requirements collected by KPMG | Requirements | 4/1/2014 | 4/2/2014 |
| 172 | Workflow steps for hitting different environments interfaces for the DWSS, Quoted, GP, IVR, etc. (David Jerkovic) | Requirements | 4/1/2014 | 4/8/2014 |
| 173 | Test environments configuration (Dev-Int, SIT0, SIT1, SIT2, SIT3, Staging, Training, Production) (Rajeev Siddappa) • Application functionality available in each environment • Infrastructure setup for hardware components • Latest software and patched applied | Requirements | 4/1/2014 | 4/8/2014 |
| 174 | A list of workarounds being used by the Customer Service Reps at the Call Center to get around bugs in the system/workarounds playbook | Call Center | 4/2/2014 | Unavailable |
| 175 | Call Center Monthly Score Card (may also be called the SLA Performance Report) | Call Center | 4/2/2014 | 4/3/2014 |
| 176 | Release management calendar (schedule for the past and future releases) -including list of CRs - plan that is sent out to the client and stakeholders as a communications notice before/after a release • CIs • Schedule of activities for development through implementation • Instructions for the RM team • Backout plan for each CR • Backout plan to address the inter-project dependencies | Deployment | 4/2/2014 | 4/3/2014 |
| 177 | Release metrics (# of planned defects/"fast-follow" items VS. # of the released items) | Deployment | 4/2/2014 | 4/3/2014 |
| 178 | Release notes from the latest release (builds 24 & 25) | Deployment | 4/2/2014 | 4/2/2014 |
| 179 | Build Plan that details the standardized Build Propagation process to various environments, teams that perform testing in these environments, any specific checks that might exist prior to prorogating to the next environment etc. | Testing | 4/3/2014 | Unavailable |
| 180 | Regression Test Execution results for Release 23 (03/31 build) | Testing | 4/3/2014 | Unavailable |
| 181 | SIT Test Execution results for Release 23 (03/31 build) | Testing | 4/3/2014 | Unavailable |
| 182 | Export of Regression Test cases from TFS | Testing | 4/3/2014 | Unavailable |
| 183 | Entrance and Exit Criteria Compliance Results for each of the test phases prior to production release, if documented | Testing | 4/3/2014 | 4/9/2014 |
| 184 | Details on all existing batch jobs | Production Operations | 4/4/2014 | 4/8/2014 |
| 185 | Production batch jobs execution report (for last 7 days) that show which jobs passed/failed and the number of records processed | Production Operations | 4/4/2014 | 4/8/2014 |
| 186 | c) Production Run Book – This document is used by the production support team that monitors batch jobs (this is listed as #75 – Production operations procedures) | Production Operations | 4/4/2014 | 4/9/2014 |
| 187 | Performance Test Plan | Testing | 4/4/2014 | 4/8/2014 |
| 188 | Automated Regression Test Plan Document | Testing | 4/4/2014 | 4/9/2014 |



Appendix G: Test Cases

Test Cases (1 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|---|--|---------------------|
| Test payment functionality | The user should be able to submit payment with checking account | Submitted payment with checking account | Pass |
| Test payment functionality | The user should be able to submit payment with MasterCard | Submitted payment with MasterCard | Pass |
| Check if password change is working | The user should be able to go the account/password change section in order to change their password | The password cannot be changed from the Account Management section. Instead the user has to initiate a password change through the "Can't access account" screens | Fail |
| Test if Enrollment (either Medicaid or QHP) is being sent back to the Exchange and if the user can navigate through the dashboard to check on the status of an enrollment | Once the user chooses to enroll in plan, if the user logs back into the account, the user should see the status of the enrollment. (For example - pending, enrolled in a plan with enrollment date, delinquent if premiums are not paid, dis-enrolled if delinquency period has passed) | Even though the Medicaid case was processed through AMPS and the result was sent back to BOS, the status of the Medicaid enrollment does not display on the Exchange site, but continues to show "pending" regardless of the status of the application. Similarly, even though the premium for a QHP is paid, the status continues to show "Pending" | Fail |
| Check if APTC eligibility is calculated accurately | The user should get an accurately calculated APTC and should be able to apply the APTC to medical plans (not dental plans) | User is able to select QHP with APTC adjusted premium. However, the accuracy of the APTC values could not be validated in staging because plan information was not provided | Pass |



Test Cases (2 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|--|--|---------------------|
| Check if APTC is applied to QHP accurately during plan display | The user should get an accurately calculated APTC and should be able to apply the APTC to medical plans (not to dental/catastrophic plans) | In some instances, user is able to select QHP with APTC adjusted premium. In other instances, APTC is incorrectly applied to Catastrophic and Dental Plans | Fail |
| Confirm customer service Live Chat button/hyperlink working | Ability to access live chat | The live chat button is disabled | Fail |
| Check whether the user can edit any section of the application | The user should be able to edit any section prior to submitting the application | Assuming the user wants to edit a section on the review page (i.e. household) prior to submitting the application, the user needs to click the back button several times instead of being taken back directly to that page through the side menus. The "Edit" information prior to the final application submit page works inconsistently and throws exceptions | Fail |
| A split family with two members living in different zip codes is offered accurate options based on the individuals' different addresses | Plan selection/rating is different for each member due to the different zip codes. Each member is able to enroll in separate plans | Unresolvable error when attempting to start application | Fail |



Test Cases (3 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|--|---|---|---------------------|
| In a household filing taxes separately where members are eligible for QHP, Nevada Check Up, and QHP/APTC; only the appropriate plans should be shown to each user in the household during plan selection | Plan displays should only be relevant to the appropriate users within a family (i.e. adults should not be shown a CHIP plan). | Members are only shown appropriate plans during plan selection | Pass |
| Check whether the APTC slider works and the premium amount that is added to the cart reflects the adjustment made to the slider | The user should be able to vary the amount of APTC that can be applied to premiums for a given plan. | APTC amount can be varied after plans have been added to cart | Pass |
| Check if all filters on the plan selection page work | The user should be able to narrow down the plans by using the available filters | Filters on the page work, but they are very slow | Pass |
| The user should be able to remove plans from their cart prior to enrolling in a plan | The user should be able to edit their shopping cart prior to enrollment | User is able to remove plans from cart during shopping | Pass |
| Confirm ability to compare plans on plan selection page | The user should be able to click on a "compare" button | A "compare" button should be added so that the user can compare two sets of selections. Currently, only a link gets enabled when compare is clicked. This should be changed | Pass |



Test Cases (4 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|---|---|---------------------|
| If the user is eligible for cost-sharing reductions, on the plan selection screens the user should be able to easily understand what CSR tier they are eligible for and how that CSR tier applies to a given plan | The user should be shown what cost-sharing reduction tier they are eligible for as well as what cost sharing subsidies are associated with each plan on the plan selection page | The user is shown a list of options of cost-sharing reduction tiers from which to choose. This dropdown appears to have no impact and the language is difficult to understand. In addition, no FAQs are provided for the user's reference | Fail |
| If the user selects a plan, they should be taken to a page to confirm and pay for their purchase | The user should be able to navigate through the appropriate payment screens and complete the enrollment | The user is taken to a screen to confirm and pay for the purchase | Pass |
| Upon enrollment, the user receives a notification in their plan when payment is made and can also check the status of payments | The user should be able to get either an on-screen or email notification stating that they are enrolled | The user does not receive any notifications that the payment has gone through or whether the payment is still pending. Different sections of the website show different payment statuses | Fail |
| Check if there are exceptions at any stage/screen from eligibility to enrollment | All screens should be displayed without an error/exception occurring | Functionality works inconsistently. Exceptions are encountered due to staging environment instability | Fail |



Test Cases (5 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|---|---|---------------------|
| If the user makes changes to enrollment information for qualifying life events, the user should be able to enroll in a separate plan | The user should be able to enroll in a new plan and pay its premiums | There is no capability in the system to report a qualifying life event, so the user is unable to enroll in a separate plan | Fail |
| If a verification document is required, the user should be able to use the tasks hyperlink and navigate to a document upload screen | The user should be able to navigate to the document upload screen from the task hyperlink | Upon clicking on the task hyperlink, the user is not navigated to another screen | Fail |
| Brokers register and are able to go into their portal | Brokers should be able to enter their license information, navigate into the portal, and start a new application | Broker licenses were provided, but the broker server was not responding in the test environment. The user was not able to navigate into and use the broker portal | Fail |
| Individual associates to the broker and enrolls in a plan. The link of broker to individual should be saved and transmitted through EDI | The user should be able to confirm that the user's account is linked to the broker. Furthermore, EDI files should confirm the linkage between the two | After enrolling in a plan, the user's dashboard shows no sign of the link to a broker. EDI files were unable to be generated | Fail |



Test Cases (6 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|---|---|---------------------|
| Outside of open enrollment, a user who is eligible for APTC (has a yearly income of \$40,000) starts a new application and does not have a qualifying life event | User should not be able to enroll in a plan | After clicking save and continuing on the eligibility results, the user is presented with a pop-up about open enrollment being complete and to contact the Call Center for QLEs. They are not directed to plan selection | Pass |
| Outside of open enrollment, a user who is eligible for Medicaid (has a yearly income of \$5,000) applies and does not have a qualifying life event. User applies for SNAP/TANF | The user should be able to be determined eligible for Medicaid and select a Medicaid plan | The user is determined eligible for Medicaid but is not able to select a Medicaid plan. A special enrollment pop-up is displayed stating that the application would be directly sent to DWSS, but has no area to select a Medicaid plan | Fail |
| Outside of open enrollment, a user who is eligible for Medicaid (has a yearly income of \$5,000) applies and does not have a qualifying life event. User does not apply for SNAP/TANF | The user should be able to be determined eligible for Medicaid and DWSS should be able to view that application | User is determined potentially eligible for Medicaid. However, DWSS test environment is not able to view the application | Fail |



Test Cases (7 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|--|---|---|---------------------|
| Check if data in 834 and 820 matches the data entered in Single Streamlined application | All enrollment data entered by the user is correctly transmitted in the 834 | Unable to generate EDI files | Fail |
| Check the APTC amounts are correctly transmitted into 834s and 820 | The APTC-adjusted premium amounts should be displayed accurately once the plans have been selected | Unable to generate EDI files | Fail |
| Check if plans are always displayed | Plans should always be shown to the user (either in anonymous mode or after eligibility has been determined) | Plans sometimes do not display. Likely an issue with synchronization with QUOTIT. Unable to replicate issue | Fail |
| Check if provider search and prescription search are working. Check if user has ability to select a provider at the time of enrollment | The user should be able to search for plans and providers. The user should be able to select a provider at the time of plan selection | User is able to search what prescriptions and providers are associated with various plans. Additionally, users are able to specify a provider at the time of enrollment | Pass |



Test Cases (8 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|---|---|---------------------|
| A mixed family selects plans; one member is eligible for QHP and one member is eligible for Medicaid | QHP and Medicaid plans are selected | Unresolvable error during plan selection | Fail |
| A low income individual selects a Medicaid plan and their information is sent to DWSS | Medicaid plan is selected, eligibility results are sent to DWSS | Unresolvable error after selecting a Medicaid plan | Fail |
| A family (subscriber, spouse who files taxes separately, and one dependent of the spouse). Subscriber and spouse each make \$10,000 a year. Subscriber and spouse select different Medicaid plans. Dental plan is selected for the dependent. Payment is submitted for the dental plan and dependent is enrolled in the Dental plan | All three family members are determined eligible for Medicaid, Medicaid enrollment information is sent to DWSS, dental payment status and statement are viewable in BOS, payment is processed, EDIL files are generated, and dependent is enrolled in the dental plan | No pending payment history was visible after making the payment online on the "Billing and Payments" screen. After the payment was processed in GP, the payment amounts were listed as \$0 instead of the full premium amounts. Attempting to view the statement resulted in a unresolvable error. Dental enrollment status still showed as "pending" even though the payment was processed. EDI files could not be generated | Fail |
| A single individual with low income selects a Medicaid plan, Medicaid eligibility is approved in DWSS, and the eligibility approval is sent back to BOS | Confirmation of Medicaid eligibility is displayed in the BOS front after being approved in DWSS | The Medicaid plan status showed "pending" in the BOS front end on the policy management screen after the eligibility results were sent back from DWSS. Application resume button instructed the user to shop for a plan again even though Medicaid eligibility was already approved in DWSS | Fail |



Test Cases (9 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|---|--|---------------------|
| A single individual with low income selects a Medicaid plan, Medicaid eligibility is denied in DWSS, and the eligibility denial is sent back to BOS | Medicaid eligibility denial is displayed in the BOS front after being denied in DWSS. Customer is prompted to apply for an APTC plan | The Medicaid plan status showed "pending" in the BOS front end on the policy management screen after the eligibility results were sent back from DWSS. Application resume button instructed the user to shop for a plan again even though Medicaid eligibility was already denied in DWSS. Customer was not prompted to apply for an APTC plan | Fail |
| A family (subscriber, spouse who files taxes separately, and one dependent of the spouse) shops for plans. Subscriber makes \$80,000 a year and spouse makes \$10,000 a year. Eligibility is determined and each member enrolls in different plans. Subscriber enrolls in a QHP plan and spouse/dependent enroll in a Medicaid/CHIP plans | Subscriber is determined eligible for QHP, spouse/dependent are determined eligible for Medicaid/NCU, Medicaid/NCU eligibility is approved by DWSS, and a payment is made for the subscriber's QHP plan | Dependent was determined ineligible for NCU in the potential eligibility results. After the Medicaid eligibility results were returned from DWSS, there was not an option to make a payment for the male's QHP plan. Application resume button took the user back to the "shop for plan" section even though Medicaid eligibility was already approved in DWSS | Fail |
| A single individual with low income selects a Medicaid plan, the member's address is updated by DWSS, and the eligibility results and the new address is sent back to BOS | Address is updated in BOS based on the updated in DWSS | Address was successfully updated in BOS | Pass |



Test Cases (10 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|---|---|--|---------------------|
| A single individual with low income (\$5,000) selects a Medicaid plan and final eligibility results are returned from DWSS | Medicaid application is sent to DWSS and processed by DWSS successfully | Unresolvable error when attempting to shop for a plan | Fail |
| A single individual with low income (\$10,000) selects a Medicaid plan and final eligibility results are returned from DWSS | Medicaid application is sent to DWSS and processed by DWSS successfully | Unresolvable error when attempting to shop for a plan | Fail |
| A single individual selects a plan with APTC and makes a payment | Payment is made on the QHP plan with APTC amount deducted, payment is processed and member is enrolled in plan | Unresolvable error when attempting to shop for a plan | Fail |
| A single individual with \$20,000 yearly income is determined eligible for APTC, selects a QHP plan with APTC applied, and submits a full initial payment | APTC credit is deducted from premium, EDI files are generated, payment is processed, and member is enrolled in the QHP plan | There was no record of the pending payment in the "Billing/Payments screen" after the payment was submitted. EDI files were not able to be generated and member was not enrolled | Fail |
| Single individual making \$5000 per year selects a Medicaid plan and a dental plan. Member makes a payment for the dental plan | Medicaid application is submitted to DWSS, EDI files are generated for the dental plan, and member is enrolled in the dental plan | Medicaid application was submitted to DWSS. Unable to process the dental plan payment. Unable to generate the EDI files and enroll in the dental plan | Fail |



Test Cases (11 of 11)

| High Level Test Case Description | Expected Outcome | Actual Result | Status of Test Case |
|--|---|--|---------------------|
| Single member making \$20,000 is determined eligible for APTC, applies \$200 of the \$250 total eligible APTC amount, and makes a full payment via bank account | Payment is processed, EDI files are generated, and member is enrolled by the carrier | Unable to process the payment, unable to generate the EDI files, and unable to enroll with the carrier | Fail |
| A family determined eligible for APTC selects a plan for the subscriber only, opts out of coverage for the spouse and dependent, and makes an underpayment via a check | APTC amounts are deducted from the premium, the partial payment is deducted from the account balance, and family is not enrolled | Even though the family was determined eligible for APTC, no APTC amounts were displayed while shopping for a plan. Unable to process the payment | Fail |
| A family is determined eligible for APTC, each family member selects a silver plan with CSR from different carriers, and premiums are paid in full | The family is determined APTC eligible, CSR is applied to each plan selected, the payment is processed, EDI files are generated for each carrier, and the family becomes enrolled | The dependent was determined ineligible for APTC. Unable to process payments, unable to generate EDI files, and unable to enroll the family | Fail |
| A single individual that makes \$5,000 a year does not enter an SSN in their application and potential eligibility is determined | Member is determined potentially eligible for Medicaid | Member was determined ineligible for Medicaid | Fail |

