

# POST

## \*\*\* NOTICE OF PUBLIC MEETING \*\*\*

### BOARD OF EXAMINERS

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**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:** February 10, 2015 at 10:00 a.m.

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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.

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### AGENDA

1. PUBLIC COMMENTS
- \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JANUARY 13, 2015 BOARD OF EXAMINERS’ MEETING MINUTES
- \*3. 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 – Division of Public Works – Buildings and Grounds	1	\$3,689
<b>Total</b>	<b>1</b>	<b>\$3,689</b>

**\*4. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2015 2ND QUARTER REPORT AND FISCAL YEAR 2015 3RD QUARTER RECOMMENDATION**

**A. Department of Administration – Victims of Crime**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter.

The 2nd Quarter fiscal year 2015 Victims of Crime Program report states all approved claims were resolved totaling \$6,782,707 with \$2,468,368 paid out of the Victims of Crime Program account and \$4,314,339 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$5.3 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 3rd quarter of FY 2015.

**\*5. 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 of the Targeted Case Management provider agreement form to enable them to enter into an agreement with providers to provide services for individuals with serious mental illness.

**\*6. FOR POSSIBLE ACTION – LEASES ([attached as exhibit 1](#))**

**\*7. FOR POSSIBLE ACTION – CONTRACTS ([attached as exhibit 2](#))**

**\*8. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS ([attached as exhibit 3](#))**

**9. INFORMATION ITEM ([attached as exhibit 4](#))**

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). Attached is a list of all applicable approvals for contracts and amendments approved from December 23, 2014 through January 20, 2015.

## 10. INFORMATION ITEM

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

NRS 321.5954, 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 December 31, 2014.

- **1989 Tahoe Basin Act**
  - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
  - The agency reports that there were no acquisitions of land or interest during the quarter. However, one land coverage transaction did occur during the period. The transaction resulted in \$5,698 in proceeds for the Nevada Land Bank.

### B. Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.480, Subsection 11, the Department of Motor Vehicles shall certify monthly to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents during the preceding month, and that the money has been distributed as provided in statute. The department began accepting contributions on December 15, 2014. This report is for the period beginning December 15, 2014 and ending December 31, 2014.

### C. Department of Administration – Budget Division – Update on the Fiscal Year 2015 projected ending fund balance

Pursuant to subsection 1 of section 67 of Assembly Bill 507 of the 2013 legislative session: if projections of the ending balance of the State General Fund fall below the amount estimated by the 2013 legislature for fiscal year 2015, the Director of the Department of Administration shall report this information to the State Board of Examiners.

A report was presented to the Board of Examiners at the December 9, 2014 meeting. This item provides an update to the December 9, 2014 report based on the solutions being presented to the 2015 legislative session.

## 11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

## \*12. 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](mailto:bcarson@dps.state.nv.us)

Notice of this meeting was posted on the following websites:

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

<https://notice.nv.gov/>

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](mailto: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.

# LEASES

BOE #	LESSEE	LESSOR	AMOUNT
1	Department of Administration - Division of Human Resource Management	The Trust for the Methodist Development of the First United Methodist Church of Carson City, Nevada	\$119,012
	<b>Lease Description:</b>	This is a relocation lease to house the Department of Administration – Division of Human Resource Management’s, Agency Human Resource Services section.	
	<b>Term of Lease:</b>	01/15/2015 - 02/29/2020	Located in Carson City
2	Department of Administration – Public Works Division	JS Park Sahara, LLC	\$55,818
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Department of Administration – Public Works Division.	
	<b>Term of Lease:</b>	03/01/2015 – 02/28/2017	Located in Las Vegas
3	Board of Chiropractic Examiners	Kietzke Office Complex, LLC	\$70,440
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Chiropractic Physicians' Board of Nevada.	
	<b>Term of Lease:</b>	05/01/2015 - 04/30/2020	Located in Reno
4	Board of Veterinary Medical Examiners	Kietzke Office Complex, LLC	\$107,880
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Board of Veterinary Medical Examiners.	
	<b>Term of Lease:</b>	05/01/2015 - 04/30/2020	Located in Reno
5	Department of Employment, Training and Rehabilitation - Employment Security Division	Jerad Chao	\$2,820,788
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Department of Employment, Training and Rehabilitation - Employment Security Division.	
	<b>Term of Lease:</b>	03/01/2015 - 02/29/2020	Located in Carson City
6	Department of Health and Human Services - Division of Welfare and Supportive Services	Synergy NV, LLC	\$94,903
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Department of Health and Human Services - Division of Welfare and Supportive Services.	
	<b>Term of Lease:</b>	02/01/2015 - 01/31/2020	Located in Hawthorne
7	Department of Health and Human Services - Division of Welfare and Supportive Services	Rancho Pavilion, LLC	\$4,623,102
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Department of Health and Human Services - Division of Welfare and Supportive Services.	
	<b>Term of Lease:</b>	02/01/2015 - 04/30/2020	Located in Las Vegas
8	Department of Wildlife	Racetrack Plaza, LLC	\$196,800
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Department of Wildlife.	
	<b>Term of Lease:</b>	03/01/2015 - 02/28/2019	Located in Henderson

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	FAHLGREN INC DBA FAHLGREN MORTINE	OTHER: LODGING TAX	\$20,200,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing public relations, advertising, media buying and digital services to assist the Nevada Division of Tourism in achieving its goals. The contractor will be tasked with developing marketing plans and executing associated campaigns to promote Nevada as a tourism destination for domestic travelers.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 16292		
2.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	MYERS & STAUFFER, LC	GENERAL 50% FEDERAL 50%	\$1,488,366	EXEMPT
	<b>Contract Description:</b>	This is the third amendment to the original contract, which continues ongoing accounting services to audit Managed Care Organizations, Patient Trust Funds, and cost reports of nursing facilities. This amendment adds language to the scope of work for the vendor's support to provide assistance with the Model Design of the State Innovation Model to be used for designing and developing innovative payment and service delivery model. In addition, this amendment increases the maximum amount from \$6,026,741 to \$7,515,107 due to an increase in scope of work.				
		Term of Contract:	07/01/2013 - 06/30/2017	Contract # 14275		
3.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	DELOITTE CONSULTING LLP	GENERAL 4% FEDERAL 96%	\$8,000,000	
	<b>Contract Description:</b>	This is the eleventh amendment to the original contract, which continues development and implementation of the Health Care Reform Eligibility Engine (HCR-EE) that is a business rules engine to store all of the eligibility rules for the State of Nevada's publicly-subsidized health coverage programs in one place accessible to individuals shopping for health coverage from multiple entry points as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from \$45,389,067.35 to \$53,389,067.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders 45, 51, 52, 53 and 54.				
		Term of Contract:	07/01/2012 - 09/30/2016	Contract # 13439		
4.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	MAXIMUS HUMAN SERVICES	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	\$812,295	
	<b>Contract Description:</b>	This is the second amendment to the original contract, which provides a feasibility study for the modernization and/or replacement of the Child Support Enforcement Program (CSEP) computer system application that processes CSEP claims related to Nevada's citizens entitled to child support. This amendment increases the maximum amount from \$1,000,000 to \$1,812,295, revises the incorporated documents language by incorporating Attachment FF: Statement of Work - Business Process Reengineering Execution Phase, and revises Attachment AA - Deliverable Payment Schedule.				
		Term of Contract:	04/08/2014 - 06/30/2016	Contract # 15347		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	440	DEPARTMENT OF CORRECTIONS - PRISON DAIRY	GARY DERNER TRUCKING, INC.	FEDERAL	\$200,000	
	<b>Contract Description:</b>	This is a new contract to provide manure removal from the Department of Corrections, Prison Industries' Ranch. The ranch has approximately 8,000 tons of excess solid manure that can't be used in the compost operations at the ranch. Due to environmental concerns, the excess horse manure needs to be removed from the ranch.				
		Term of Contract:	Upon Approval - 01/31/2019	Contract # 16275		
6.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	M3 PLANNING DBA ONSTRATEGY	FEDERAL	\$65,004	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides the mandated survey of the Food & Nutrition's Commodity Food Program. This amendment increases the maximum amount from \$33,630 to \$98,634 due to the difficulty of collecting and analyzing data from private industries. The process has become more involved than originally estimated.				
		Term of Contract:	09/18/2014 - 06/30/2015	Contract # 15877		
7.	690	COLORADO RIVER COMMISSION	FAIRCHILD CONSULTING GROUP, INC.	OTHER: POWER ADMIN CHARGE	\$131,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which continues ongoing support services for the regulatory proceedings relating to the allocation of hydro-electric power generated at Hoover Dam. The first phase of the allocation process is near complete with the federal portion of the available hydropower allocated. The second phase is the state's allocation process with the anticipated workload requiring additional contract resources. This amendment extends the termination date from February 12, 2016, to January 8, 2017, and increases the maximum amount from \$125,000 to \$256,000, due to a continued need for these services and an expansion in the scope of services.				
		Term of Contract:	02/12/2013 - 01/08/2017	Contract # 13978		
8.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	ADVANCED HELICOPTER SERVICES	FEE: SPORTSMAN	\$240,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing helicopter maintenance, excluding engines, on an as needed basis.				
		Term of Contract:	02/10/2015 - 01/31/2017	Contract # 16283		
9.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-Non-Exec	U.S. GEOLOGICAL SURVEY	OTHER: PASS THROUGH FUND 35% AND BASIN FUNDS 20% FEDERAL 45%	\$568,456	EXEMPT
	<b>Contract Description:</b>	This is a new contract that continues an ongoing monitoring program of water resources in Southern and Eastern Nevada with work to be performed by the U.S. Department of the Interior Geological Survey (USGS). The scope of work includes: the operations and maintenance (O&M) of fifteen stream-flow gages; the bi-annual measurement of spring discharge at nineteen sites and annual measurement of one additional site; the O&M of groundwater level monitoring stations at fifteen sites; quarterly groundwater level measurements made at ten sites; O&M of eleven high altitude precipitation stations and bi-annual measurements; publication of data to the USGS internet site; and the publishing of data in the annual publication U.S. Geological Survey Water Resources - Nevada.				
		Term of Contract:	10/01/2014 - 09/30/2015	Contract # 16291		
10.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	ELKO COUNTY FIRE PROTECTION DISTRICT	OTHER: ELKO COUNTY FUNDS	\$89,406	
	<b>Contract Description:</b>	This is a new interlocal agreement whereby the Nevada Division of Forestry will provide "all risk" dispatching services to Elko County Fire Protection District during the period of January 1, 2015 through March 31, 2015. After this time period, the county will form a new fire protection district and assume "all risk" dispatching responsibilities. "All risk" is defined as non-wildland fire emergencies such as structure fires, vehicle fires, traffic accidents, medical emergencies, and hazardous materials incidents.				
		Term of Contract:	01/01/2015 - 03/31/2015	Contract # 16245		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	708	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - NEVADA NATURAL HERITAGE	ENVIRONMENTAL INCENTIVES, LLC	BONDS	\$165,889	
	<b>Contract Description:</b>	This is the second amendment to the original contract, which creates the Greater Sage-Grouse Conservation Credit System for the State of Nevada. This amendment increases the maximum amount from \$449,861 to \$615,750 due to the revised scope of work. As the system enters the pilot phase, additional funds are required to build out operational tools and define priority improvements to the system, demonstrate how the system works, and document guidance for successful operation of the system over time.				
	<b>Term of Contract:</b>	12/03/2013 - 12/31/2015	Contract # 15176			
12.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	BROADBENT & ASSOCIATES, INC.	FEE: 43% OTHER: INTERIM FLUID MANAGEMENT TRUST 50% FEDERAL 7%	\$350,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides Environmental Mitigation, Assessment and Remediation services on an as needed basis. This amendment increases the maximum amount from \$4,500,000 to \$4,850,000 due to additional grant funds for the State Response Program/Brownfield Program. Funds will be used for abandoned mine site activities.				
	<b>Term of Contract:</b>	01/01/2015 - 12/31/2018	Contract # 16117			
13.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - OCCUPATIONAL SAFETY & HEALTH ENFORCEMENT	CONSTITUTION STATE SERVICES, LLC	OTHER: WORKER'S COMPENSATION AND SAFETY FUND	\$96,000	
	<b>Contract Description:</b>	This is a new contract to provide certified analysis of potential exposure to asbestos, mold, silica, and other potential hazardous element exposure. In order to monitor employee safety, industrial hygiene samples are taken during inspections and investigations to ascertain potential exposure of employees to hazardous working conditions.				
	<b>Term of Contract:</b>	03/01/2014 - 02/28/2018	Contract # 16242			
14.	800	DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF PUBLIC SAFETY	HIGHWAY 5% FEDERAL 95%	\$879,700	EXEMPT
	<b>Contract Description:</b>	This is the second amendment to the original interlocal agreement, which provides support data and other information to continue the statewide road users' behavioral campaign that promotes the awareness of the public and educates the public concerning highway safety matters consistent with the state's Strategic Highway Safety Plan. This amendment increases the maximum amount from \$5,383,850 to \$6,263,550 due to the need to support additional program-related tasks such as speed enforcement, distracted driving, seat belts, Move Over campaign, and older driver safety.				
	<b>Term of Contract:</b>	09/10/2013 - 09/30/2015	Contract # 14810			
15.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS - NSHE	OTHER: CAREER ENHANCEMENT PROGRAM	\$1,234,869	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide a data system to match Nevada job seekers with jobs and/or postsecondary education opportunities for career paths.				
	<b>Term of Contract:</b>	02/10/2015 - 06/30/2019	Contract # 16306			



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - INFORMATION DEVELOPMENT AND PROCESSING	CAPGEMINI GOVERNMENT SOLUTIONS	OTHER: EMPLOYMENT SECURITY PRINCIPLE & INTEREST FUNDING	\$475,200	EXEMPT
	<b>Contract Description:</b>	This is a new contract to provide ongoing technical system maintenance support and knowledge transfer for the following Nevada UI modernization system (UInv) components and products: Imaging & Workflow (IWF) Application; UI Benefits Application; Claimant Self Service (CSS) Application; Appeals Application; Employer Self Service (ESS) Application; Correspondence artifacts and application; System help and documentation content; and Underlying UInv software and hardware products.				
	Term of Contract:	11/01/2014 - 06/30/2015	Contract # 16167			

# MASTER SERVICE AGREEMENTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	EPIC AVIATION, LLC	OTHER: VARIOUS	\$5,000,000	
	<b>Contract Description:</b>	This is a new contract for bulk fuel and delivery services for Jet-A fuel only, purchases under this contract will be conducted solely within the boundaries of the Nevada Division of Forestry Air Operations, Minden NV.				
		Term of Contract:	03/10/2015 - 01/31/2016	Contract # 16308		
MSA 2.	MSA	VARIOUS STATE AGENCIES	KELLY PAULSON	OTHER: VARIOUS	\$500,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing certified court reporting services, on an as needed basis.				
		Term of Contract:	Upon Approval - 05/31/2017	Contract # 16227		
MSA 3.	MSA	VARIOUS STATE AGENCIES	RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY SYSTEMS	OTHER: VARIOUS	\$2,000,000	
	<b>Contract Description:</b>	This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a Western State Contracting Alliance cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.				
		Term of Contract:	Upon Approval - 12/31/2019	Contract # 16290		
MSA 4.	MSA	VARIOUS STATE AGENCIES	SIEMENS INDUSTRY, INC.	OTHER: VARIOUS	\$1,000,000	
	<b>Contract Description:</b>	This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a Western State Contracting Alliance cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.				
		Term of Contract:	Upon Approval - 12/31/2019	Contract # 16272		
MSA 5.	MSA	VARIOUS STATE AGENCIES	SIMPLEX GRINNELL L.P.	OTHER: VARIOUS AGENCIES	\$2,000,000	
	<b>Contract Description:</b>	This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a Western State Contracting Alliance cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.				
		Term of Contract:	Upon Approval - 12/31/2019	Contract # 16304		
MSA 6.	MSA	VARIOUS STATE AGENCIES	WELLS FARGO MERCHANT SERVICES L.L.C.	OTHER: VARIOUS	\$1,400,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing Merchant Bankcard Services and other electronic payment methods for State of Nevada agencies. These services allow state agencies the ability to accept electronic payment types as a convenience for their customers and to comply with NRS 353.1465.				
		Term of Contract:	03/01/2015 - 02/28/2019	Contract # 16314		

# INFORMATION CONTRACTS

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	030	ATTORNEY GENERAL'S OFFICE	RICH WIGHTMAN & CO CPA'S, LLC.	GENERAL	\$20,000	
	<b>Contract Description:</b>	This is the second amendment to the original contract, which continues ongoing financial auditing of companies under investigation by the Office of the Attorney General Investigation Unit. This amendment increases the maximum amount from \$10,000 to \$30,000 due to an increase in the volume of audits.				
		Term of Contract:	10/01/2013 – 06/30/16	Contract # 15171		
2	030	ATTORNEY GENERAL'S OFFICE	KINSORA INSTITUTE OF NEUROSCIENCE	OTHER: TORT FUNDS	\$12,000	
	<b>Contract Description:</b>	This is a new contract to provide expert witness services as a medical expert in a lawsuit filed against the State of Nevada.				
		Term of Contract:	11/10/2014 – 12/31/2015	Contract # 16271		
3	030	ATTORNEY GENERAL'S OFFICE	EUGENE FEHER	OTHER: TORT FUNDS	\$12,000	
	<b>Contract Description:</b>	This is a new contract for an expert witness for the Trudell vs. State of Nevada, Division of Child and Family Services lawsuit. The contractor will review and provide rebuttal for plaintiff's expert witness report and also review the facility's policies, procedures and training. Mr. Feher is an expert witness in the area of juvenile justice.				
		Term of Contract:	12/08/2014 – 12/31/2015	Contract # 16293		
4	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	THE DUBE GROUP, INC., DBA DUBE GROUP ARCHITECTURE	GENERAL: 9% BONDS: 69% OTHER: TRANSFER FROM TREASURER 22%	\$10,880	
	<b>Contract Description:</b>	This is a new contract to provide professional architectural/engineering services for the Northern Nevada Adult Mental Health Building #3 Americans with Disabilities Act (ADA) Upgrades; Project No. 13-S02-2; Contract No. 109000. The scope of work includes remodeling one restroom in Building #3 for ADA compliance; reconfigure one high/low drinking fountain and one ADA compliant entry system, including ramp and entry door and associated signage in Building #3.				
		Term of Contract:	01/08/2015 – 06/30/2018	Contract # 16270		
5	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	STRUCTURAL SYSTEM SOLUTIONS, INC.	OTHER: AGENCY FUNDED CIP	\$18,500	
	<b>Contract Description:</b>	This is a new contract to provide miscellaneous services for the columbarium addition, Northern Nevada Veterans Memorial Cemetery, Project No. 14-A022; Contract No. 109024. This agreement provides the State of Nevada Public Works Division (SPWD) with the requested construction administration services, throughout the construction period of the referenced project as described in the final construction drawings and specifications as design by Structural System Solutions Inc. and accepted by the SPWD.				
		Term of Contract:	01/08/2015 – 06/30/2018	Contract # 16274		
6	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	CROOK, RAY DBA RPC ROOF CONSULTING SERVICES	BONDS: 47% OTHER: TRANSFER FROM TREASURER 53%	\$15,000	
	<b>Contract Description:</b>	This is a new contract to provide professional architectural/engineering services for the roof analysis at the Bryan Building, Project No. 13-S01(9) BD; Contract No. 109117. The scope of work is for a comprehensive visual inspection and probing of all roof membrane areas and all sections and various levels. The scope also includes examining the existing roofing materials and building components to provide for a comprehensive roof report for the Bryan building.				
		Term of Contract:	01/08/2015 – 06/30/2018	Contract # 16305		
7	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	COLEMAN, REBECCA DBA NORRIS ENVIRONMENTAL SOLUTIONS	FEE: BUILDING RENT INCOME FEES	\$35,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing interior and exterior pest control services at various state buildings, including plants and trees, on an as needed basis at the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	01/14/2015 – 12/31/2018	Contract # 16294		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	GLOR, INC. DBA NEVADA OVERHEAD DOOR CO.	FEE: BUILDING RENT INCOME FEES	\$40,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing overhead garage door repairs and replacements services for state facilities, on an as needed basis, at the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	01/16/2015 – 01/31/2018	Contract # 16300		
9	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS – COMMISSION ON TOURISM	FUN CITY DISTRIBUTION	OTHER: EARNED REVENUE	\$36,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides ongoing magazine distribution for the Las Vegas Events & Shows through an exclusive distribution agreement with select rental cars at the Las Vegas McCarran International Airport. This amendment extends the termination date from November 30, 2014 to December 16, 2017 and increases the maximum amount from \$12,000 to \$48,000 due to the continuation of the distribution of the Las Vegas Events & Shows magazine.				
		Term of Contract:	12/16/2013 – 12/16/2017	Contract # 15210		
10	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES	MICRONET COMMUNICATIONS, INC.	FEE: USER FEES	\$31,200	
	<b>Contract Description:</b>	This is a new contract to provide the Microwave site Frequency Protection and FCC License Management Services for a 4 year period. This service will provide FCC licensing and Frequency Protection services to prevent frequency interference at Enterprise Information Technology Services Microwave sites, all part of the Public Safety Communications grid. It will protect licensed channels from being inadvertently licensed by other entities or loss of licensing from failure to renew expiring licenses with the Federal Communications Commission. Enterprise Information Technology Services currently holds 196 FCC licenses for their mountain top site use for Public Safety and other State agency needs.				
		Term of Contract:	03/01/2015 – 02/28/2019	Contract # 16280		
11	240	DEPARTMENT OF VETERANS SERVICES	DIETITIANS ON DEMAND	FEDERAL 50% OTHER: FEDERAL AND PRIVATE FUNDS 50%	\$49,999	
	<b>Contract Description:</b>	This is a new contract to provide registered dietitian services to the Nevada State Veterans Home on a temporary basis. The services of a registered dietitian are required by Center for Medicaid and Medicare Services (CMS) for the Veterans Home. This contract will provide the service until a new state employee can be hired to fulfill the CMS requirement.				
		Term of Contract:	01/07/2015 – 12/31/2015	Contract # 16286		
12	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	THE QUEENSTONE GROUP, LLC	OTHER: HIV/AIDS REBATES	\$48,100	
	<b>Contract Description:</b>	This is a new contract that continues ongoing subject matter expertise, technical support and related services in support of the AIDS Regional Information and Evaluation System (ARIES) to include functional/user support including essential system reporting and requirements, help desk for system troubleshooting, and working with information technology staff to provide technical support and installation of scheduled ARIES releases.				
		Term of Contract:	01/08/2015 – 03/31/2015	Contract # 15893		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	BOARD OF REGENTS-UNR	GENERAL	\$43,059	
	<b>Contract Description:</b>	This is a new inter-local agreement that provides a craniofacial clinic on-campus at the University of Nevada - Reno to service infants, children, adolescents and children with special health care needs between the ages of 0 - 21 that would not otherwise have access to these services.				
		Term of Contract:	09/01/2014 – 08/31/2016	Contract # 16226		
14	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	ALZHEIMERS ASSOCIATION OF NO CA. & NO NV	OTHER: REVENUE AGREEMENT	\$15,000	
	<b>Contract Description:</b>	This is a new revenue contract that is ongoing and provides survey services by incorporating questions about cognitive impairment in the Nevada 2015 Behavioral Risk Factor Surveillance System used to survey Nevada residents.				
		Term of Contract:	01/07/2015 – 12/31/2015	Contract # 16236		
15	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	SIERRA VIII, INC., DBA DIVERSIFIED PAINTING	GENERAL	\$38,250	
	<b>Contract Description:</b>	This is a new contract to provide painting services, which includes multiple surface preparation, painting and sealing to specified buildings on the grounds of the Northern Nevada Adult Mental Health Services facility located in Reno, NV.				
		Term of Contract:	01/06/2015 – 06/30/2016	Contract # 16239		
16	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	HANSEN HUNTER & COMPANY PC	GENERAL	\$29,750	
	<b>Contract Description:</b>	This is a new contract that continues ongoing certified public accountant services to prepare and submit required Medicare Cost Reports to Mutual of Omaha on behalf of the Northern Nevada Adult Mental Health Services per the requirements of the Division of Health Care Financing and Policy for participation in Medicare and Medicaid reimbursement.				
		Term of Contract:	01/07/2015 – 12/31/2015	Contract # 16240		
17	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	BOARD OF REGENTS-NSHE	GENERAL	\$49,900	
	<b>Contract Description:</b>	This is a new interlocal agreement that continues ongoing implementation of a statewide network of telemedicine/telepsychiatry services to increase access to care in the rural areas on behalf of individuals with mental and co-occurring substance abuse disorders.				
		Term of Contract:	08/01/2014 – 06/30/2015	Contract # 16244		
18	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	SRA INTERNATIONAL, INC.	FEDERAL	\$35,000	
	<b>Contract Description:</b>	This is a new contract to provide an upgrade to Nevada's communicable disease National Electronic Disease Surveillance System from the current 32 bit version 4.3 system to the 64 bit 4.4.1 version to implement electronic laboratory reporting capabilities.				
		Term of Contract:	01/08/2015 – 07/31/2015	Contract # 16262		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIOR HEALTH	TCI EVENT RENTALS, INC.	GENERAL	\$11,200	
	<b>Contract Description:</b>	This is a new contract to provide a portable, temporary, mobile kitchen to the Rawson Neal Psychiatric Hospital to allow continuing hot meal service to patients while the hospital's existing kitchen is undergoing sewer repairs.				
		Term of Contract:	01/06/2015 – 01/30/2015	Contract # 16296		
20	440	DEPARTMENT OF CORRECTIONS	WESTCARE NEVADA, INC.	FEDERAL	\$43,500	
	<b>Contract Description:</b>	This is a new contract to provide mental health and substance abuse evaluations, and counseling services for incarcerated offenders located at Florence McClure Women's Correctional Center.				
		Term of Contract:	01/12/2015 – 09/30/2015	Contract # 16269		
21	702	DEPARTMENT OF WILDLIFE	MATSONS LABORATORY, LLC	FEDERAL	\$24,000	
	<b>Contract Description:</b>	This is a new contract to provide tooth aging of big game animals in Nevada to determine age at harvest. Age data from hunter-harvested animals is essential to determine age structure of wildlife populations.				
		Term of Contract:	12/24/2014 – 04/01/2018	Contract # 16281		
22	702	DEPARTMENT OF WILDLIFE	WESTERN ENVIRONMENTAL TESTING LABORATORY	FEDERAL	\$15,000	
	<b>Contract Description:</b>	This is a new contract to provide analysis services for the Mason Valley Wildlife Management Area in order to file a permit necessary to allow the discharge of water through that area; the permit requires testing at the site for pollutants.				
		Term of Contract:	01/07/2015 – 10/15/2016	Contract # 16295		
23	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – FORESTRY DIVISION	GARRATT CALLAHAN CO	GENERAL	\$14,400	
	<b>Contract Description:</b>	This is a new contract to provide ongoing chemical water treatment services for the Elko Interagency Dispatch Center (EIDC) intended to maximize the service life and maintain the heat transfer efficiency of the mechanical equipment and system covered in the contract scope of work. The vendor will supply all necessary materials, chemicals, equipment and labor required to establish and maintain appropriate chemical treatment at the EIDC.				
		Term of Contract:	01/08/2015 – 12/31/2018	Contract # 16298		
24	754	DEPARTMENT OF BUSINESS & INDUSTRY – MANUFACTURED HOUSING	SUN VALLEY IMAGING, LLC	FEE: TITLE FEES	\$14,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing document scanning, imaging and indexing for titling documents at the Manufactured Housing Division. Indexing of imaged documents is required to interface with the search function on the Manufactured Housing website.				
		Term of Contract:	10/01/2014 – 06/30/2016	Contract # 16228		
25	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION	BOARD OF REGENTS-UNR	GENERAL: 21.3% FEDERAL: 78.7%	\$45,000	
	<b>Contract Description:</b>	This is a new interlocal contract to provide a classroom based program consisting of 3 classes for Vocational Rehabilitation clients to develop skills in the areas of resume writing, job search, application preparation and completion, interviewing and networking. All classes will take place on Fridays. A minimum of 2 class/program sessions will be conducted under this contract; more sessions will be added as funding permits.				
		Term of Contract:	01/12/15 – 06/30/2017	Contract # 16207		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION	UNIVERSITY OF UTAH/JOHN MORAN EYE CENTER DEPT OF OPHTHALMOLOGY	GENERAL: 21.3% FEDERAL:78.7%	\$45,000	
	<b>Contract Description:</b>	This is new contract to provide ongoing vision care and eye health services to participating eligible Bureau of Vocational Rehabilitation clients with the intent of the client obtaining competitive employment or re-entering the work force.				
		Term of Contract:	01/09/2015 – 07/31/2018	Contract # 16208		
27	950	PUBLIC EMPLOYEES' BENEFITS PROGRAM	JEFFREY MONAGHAN, PHARMD	OTHER: 67% STATE SUBSIDY/ 33% PREMIUM REVENUE	\$48,000	
	<b>Contract Description:</b>	This is a new contract for the new service of a pharmacist to serve as the Medical Director of the Public Employees' Benefits Program.				
		Term of Contract:	01/07/2015 -	Contract # 16307		

# MINUTES

## MEETING OF THE BOARD OF EXAMINERS

January 13, 2015

The Board of Examiners met on January 13, 2015, 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 Adam Paul Laxalt  
Secretary of State Barbara K. Cegavske  
Julia Teska, Clerk

### **Others Present:**

Mike Willden, Department of Health and Human Services  
Sean McDonald, Department of Motor Vehicles  
Ann Yukish-Lee, Department of Motor Vehicles  
Izzy Hernandez, Department of Motor Vehicles  
Julie Kotchevar, Department of Health and Human Services, Aging and Disability Services  
Todd Myler, Department of Health and Human Services, Aging and Disability Services  
Scott Sisco, Department of Corrections  
Cheryl Tyler, Office of the Military  
Peter Barton, Department of Tourism and Cultural Affairs, Museums and History  
Brad Towle, Department of Health and Human Services, Public and Behavioral Health  
Chris Schneider, Department of Business and Industry, Financial Institutions  
Carrie Edlefsen, Department of Tourism and Cultural Affairs, Museums and History  
Tonya Laney, Department of Motor Vehicles  
Vicki Leigh, Department of Business and Industry  
Ken Mammen, Department of Transportation  
Bonnie Long, Department of Health and Human Services, Director's Office  
Katie Armstrong, Office of the Attorney General  
Robert Martinez, Department of Conservation and Natural Resources, Water Resources  
Kelly Lafayette, Department of Administration, Public Works Division, Leasing Services  
Teri Preston, Department of Administration, Public Works Division, Leasing Services  
Keith Wells, Department of Administration, Fleet Services Division  
Mandi Davis, Legislative Council Bureau  
Eric Johnson, Department of Conservation and Natural Resources, State Parks  
Jennifer Idema, Department of Conservation and Natural Resources, State Parks  
Leah Lamborn, Department of Health and Human Services, Health Care, Financing and Policy  
Steve Fisher, Department of Health and Human Services, Welfare and Supportive Services  
Louise Bush, Department of Health and Human Services, Welfare and Supportive Services  
Sue Smith, Department of Health and Human Services, Welfare and Supportive Services  
Melissa Costa, Department of Employment, Training and Rehabilitation, Rehabilitation  
Melanie Mason, Department of Employment, Training and Rehabilitation  
Clark Leslie, Office of the Attorney General



Kathy Wynands, Department of Employment, Training and Rehabilitation  
Khadijeh Anooshehpoor, Department of Education  
Mindy Martini, Department of Education  
Lori Botelho, Department of Education  
Marva Cleven, Department of Education  
Dave Gustafson, Department of Administration, Enterprise IT Services  
Patrick Cates, Department of Wildlife

## 1. PUBLIC COMMENTS

### Comments:

**Governor:** Good morning, ladies and gentlemen. Happy New Year. I will call the meeting of the Board of Examiners to order. I'd like to welcome our two new members, the Attorney General and the Secretary of State. I look forward to working with you and appreciate your input and hard work.

**Attorney General:** Thank you.

**Governor:** So let's move on to Agenda Item No. 1, Public Comment. Is there any member of the public present in Carson City that would like to provide public comment to the Board? Is there anyone present in Las Vegas that would like to provide public comment to the Board? And can you hear us in Las Vegas?

**Unidentified Male:** Yes. We can hear you, Governor. No public comment here.

**Governor:** Thank you very much.

## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE DECEMBER 9, 2014 BOARD OF EXAMINERS' MEETING MINUTES

**Clerk's Recommendation:** I recommend approval.

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

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### Comments:

**Governor:** Okay. Agenda Item No. 2 is the Approval of the December 9, 2014 Board of Examiners' Meeting Minutes. I've had an opportunity to review the Minutes, and they accurately reflect what happened that day. Obviously we have two new members, and in order for them to be able to Agenda item and get it passed, I'm going to represent to you again that it does accurately represent what happened that day. Are there any questions?

**Secretary of State:** No questions.

**Governor:** If there are none, the Chair will accept a motion for approval.

**Secretary of State:** I move for approval.

**Governor:** The Secretary of State has moved for approval of Agenda Item No. 2. Is there a second?

**Attorney General:** Second.

**Governor:** Attorney General has seconded the motion. Any questions or discussion? All in favor say aye.

**Group:** Aye.

**Governor:** Motion passes 3- 0.

**\*3. 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.

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Administration – Division of Enterprise IT Services	1	\$35,583
Department of Administration – Fleet Services Division	1	\$26,500
Department of Conservation and Natural Resources – Division of Water Resources	1	\$25,084
<b>Total</b>	<b>3</b>	<b>\$87,167</b>

**Clerk's Recommendation:** I recommend approval.

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

**Comments:**

**Governor:** We'll move onto State Vehicle Purchase, Agenda Item No. 3. Ms. Teska.

**Clerk:** Thank you, Governor. Item No. 3 has three state vehicle purchase requests for your consideration today. Since we do have new members to the Board, it is required under statute that agencies obtain BOE approval before purchasing state vehicles. The first item on there is a vehicle for Enterprise IT Services. It's for their access and maintenance of the -- I believe it's the Mountain Top Repeaters. It's our radio system and microwave system. That was included in their legislatively-approved budget. The second item is a Fleet Services Division vehicle that is being replaced out of insurance recoveries and reserves because it was totaled in an accident. And the third is a vehicle request from the Department of Conservation and Natural Resources, Division of Water Resources that was not included in their budget but is being funded through a FEMA grant. So if you have questions.

**Governor:** Thank you, Ms. Teska. Questions, Board Members?

**Attorney General:** No questions.

**Governor:** If there are no questions, the Chair will accept a motion to approve the state vehicle purchase as presented in Agenda Item No. 3.

**Attorney General:** Motion to approve.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved for approval. The Secretary of State has second the motion. Any questions or discussion on the motion? All in favor say aye.

**Group:** Aye.

**Governor:** Motion passes 3 - 0.

**\*4. FOR POSSIBLE ACTION – REQUEST FOR ALLOCATION FROM THE STATUTORY CONTINGENCY ACCOUNT**

**A. Office of the Secretary of State – \$356,793**

Pursuant to NRS 293.253, the Office of the Secretary of State requests an allocation of \$356,793 from the Statutory Contingency Account to reimburse counties for their ballot question publication costs.

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** We will move onto Agenda Item No. 4, Request for an Allocation from the Statutory Contingency Account from the Office of the Secretary of State. Ms. Teska.

**Clerk:** Thank you, Governor. Under NRS 293 253, the Secretary of State's office requests funds in the amount of \$356,793 from the Statutory Contingency Account to reimburse counties for the cost of ballot questions on the most recent election. Just to give you an update since the Statutory Contingency Account has been quite a topic of conversation this biennium, we've had to replenish it a few times because this is also the same account where we pay outside counsel as well as some post-conviction relief claims are the big draws on this account. Right now we have a balance, including the claims pending in the item before you, of about \$770,000 in the account. We're projecting, including the post-conviction relief claims and our best estimate depending on the litigation with San Francisco, about \$1.7 million worth of additional costs this year, and we did include a request, or we are including a request for a million dollars to replenish this account in the budget. So we do project right now -- we would be projecting a \$965,000 shortfall. We have requested a million dollars to replenish that, so we will end up right about zero at the end of the year.

**Governor:** Thank you, Ms. Teska. Questions or comments from Board members? If there are none, the Chair will accept a motion for approval of the request for allocation from the Statutory Contingency Account in the sum of \$356,793.33.

**Attorney General:** Move to approve.

**Secretary of State:** I second.

**Governor:** The Attorney General has moved to approve. Secretary of State has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor say aye.

**Group:** Aye.

**Governor:** Motion passes 3 - 0.

**\*5. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

**A. Department of Health and Human Services – Aging and Disability Services Division**

The Aging and Disability Services Division is requesting Board of Examiners’ approval of the following provider agreement forms to enable them to enter into an agreement with providers.

- A. Autism Treatment Assistance Program**
- B. Nevada Early Intervention Services**

**Clerk’s Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** We will move onto Agenda Item No. 5, Authorization to Approve a Provider Agreement. Ms. Teska.

**Clerk:** Thank you, Governor. We have two provider agreement requests today, requests to approve provider agreements. The actual forms are included in your packet. They are both for the Department of Health and Human Services Aging and Disability Services. One is for Autism Treatment Assistance Program services, and the other is for Early Intervention Services, and there are representatives from the agency here if anyone has any questions.

**Governor:** Just as importantly, Ms. Teska, perhaps you could lay down a record as to why we do this in terms of efficiency and being able to get treatment faster.

**Clerk:** Absolutely. Provider agreements are slightly different from a contract in that really we're a party to the agreement, but the agreement is largely between the person receiving the services and the provider of the services. And we're the funding agent for that. And in the case of -- you

will see these consistently through Health and Human Services and also we get a number of them from employment training and rehabilitation. And these are basically, instead of each individual agreement for the provision of these services between a client and a service provider coming to this body or having to be done as an individual formal contract, we approve these provider agreements that have standard language in them to allow the flow of services to the clients as quickly as possible, as well as it also keeps from there being literally thousands of these items coming before you on a regular basis.

**Governor:** Yeah. And for me another benefit is there are individuals who may be waiting 30, 60 days for services because they have to wait until the process goes through, and that's why I mentioned efficiency allows the services to be provided in a more expeditious matter. But why don't we have these individuals, if you would identify yourself for the record.

**Kotchevar:** Good morning. My name is Julie Kotchevar. I'm the Deputy Administrator of Aging and Disability Services Division. Provider agreements allow us to create a pool of providers which is very important when you consider most of the services are provided in the home, and it would be a good idea to have choice on what provider you would like coming into your home. So they allow us to create a pool of providers where our consumers can select which one best meets their needs and that they both are willing to welcome into their home without having to come, like they said, 60, 90 days ahead of time where someone would be waiting for crucial services simply because we had to get a contract through the process. This allows us to do that without specifically also tying funds. We create a pool of providers without guaranteeing that a provider will have a certain number of people, again, largely to enable consumer choice. So these are critical as far as we're concerned in providing that level of choice to the citizens that we serve.

**Secretary of State:** Could I ask a question?

**Governor:** Of course.

**Secretary of State:** Thank you.

**Governor:** Madam Secretary of State.

**Secretary of State:** Thank you. So the parents are able to interview and find who is the best suitable service provider for their child, and if there is an issue, they can change?

**Kotchevar:** Yes.

**Secretary of State:** They don't have to stay with --

**Kotchevar:** They absolutely can change, and we also provide continuous quality assurance. We certify and thoroughly investigate all of the providers, and we do it ongoing to make sure that the services they're providing are timely, appropriate, and they meet the needs of families. And if we have family complaints, then we can terminate the agreement and change the family depending on the severity of the complaint.

**Secretary of State:** And if I might, Governor, just one. How many providers do we have in the State of Nevada?

**Kotchevar:** It depends on what service, but we have several hundred provider agreements.

**Secretary of State:** Oh, wonderful. It's just great news. As someone who has been involved with people with disabilities for a long time, this is wonderful news, so thank you very much. Thank you Governor.

**Governor:** Thank you.

**Attorney General:** Could you explain the financial component to it?

**Kotchevar:** A provider agreement doesn't tie a specific dollar amount like an upper payment limit on a contract. The contract would tie us to that specific amount. How we manage is with caseloads. So if a parent selects a particular provider, then we allocate that money to and pay that provider based on an invoice. Whereas a contract you have to put dollar amount, this says we can pay up to \$6,000 for this year. That obligates that money. A provider agreement doesn't do that. We don't obligate it until we get an invoice and then we reimburse.

**Attorney General:** Got it. Thank you.

**Governor:** Sir, did you want to add anything? I didn't want you to come up to the table for nothing, so --

**Myler:** She did a great job.

**Kotchevar:** This is Todd Myler, my ASO.

**Attorney General:** Got it. Thank you.

**Secretary of State:** Very good job. Thank you.

**Governor:** Any further questions with regard to Agenda Item No. 5?

**Secretary of State:** I move for approval.

**Governor:** Secretary of State has moved to approve the provider agreements as described in Agenda Item No. 5. Is there a second?

**Attorney General:** I second.

**Governor:** Attorney General has seconded the motion. Any questions or discussion? All in favor say aye.

**Group:** Aye.

**Governor:** Motion passes 3 - 0.

**\*6. FOR POSSIBLE ACTION – LEASES**

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

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** We will move onto Agenda Item No. 6, Leases. Ms. Teska.

**Clerk:** Thank you, Governor. There are six leases for your consideration on the Agenda today. I am requesting that we withdraw Item No. 2. Lease number 2 we're going to bring that forward to the February meeting, but otherwise, we're happy to answer any questions on the remaining leases on the Agenda.

**Governor:** I have no questions, just a remark, at least with lease number 4. There's \$81,000 worth of savings, and I know because of the improvement in the real estate market that those are getting to be a little more far and in between, but any time we have an opportunity to save money, that's a good thing. Board members, any questions with regard to the leases contained in Agenda Item No. 6? Questions?

**Secretary of State:** Move for approval.

**Governor:** Secretary of State has moved for approval of leases 1, 3, 4, 5, and 6. The Attorney General has seconded the motion. Any questions or discussion on the motion? All in favor say aye.

**Group:** Aye.

**Governor:** Motion passes 3 - 0.

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

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

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** Ms. Teska, we'll move onto Agenda Item No. 7, Contracts.

**Clerk:** Thank you, Governor. There are, I believe, 27 contracts on the Agenda today for your consideration. We've received requests to hear item Contract No. 6, the Department of Education; Item No. 8, which is Health and Human Services, Health Care Financing and Policy;

Item No. 18, which is Conservation and Natural Resources; Item No. 19 which is the Department of Wildlife; Item No. 20, also Department of Wildlife; Item 21, which is Conservation and Natural Resources State Parks; Item 24 which is Department of Motor Vehicles, and Items 26 and 27 which are Employment Training, and Rehabilitation.

**Governor:** Thank you. We'll commence with Contract No. 6, which is the Department of Education. Good morning.

**Martini:** Good morning. I'm Mindy Martini, Deputy Superintendant of Business Services at the Department of Education. Next to me I have Marva Cleven who is a Director of Special Education at the Department. This particular item requests -- at the Department of Education we collect special education data that's (inaudible) data, local plan data, and so on. And this is as part of our federal program, the Individuals with Disabilities Act, IDA. The mandated data collection is very specific, very technical. Vicky Huffman (sp?) which is the person who we're asking to contract with has performed the task of data collection for us for 21 years, many years. She has worked with the U.S. Department of Ed over time and has worked with all of our school districts over time to help them collect the data. Through the contract you'll see that there are several tasks from Ms. Huffman to complete. She collects all -- any special ed data, and that includes number of students with disabilities by type of disability. She collects data with regard to disciplinary (inaudible). She does all the reporting for us. At the Department of Education we do not have the capacity to do this electronically, and she has that capacity. What our anticipation though is, and this is exciting, over the next two years we are hoping to transition these services in-house as changes over with student information systems at the district level, and then we are hoping to have a state-level student information system that will help us to eventually transition this type of data collection into the department. So we're happy to answer any questions that you may have.

**Governor:** Okay. Questions from Board Members. Did you hold this one out?

**Secretary of State:** No.

**Attorney General:** I did.

**Governor:** Okay. Mr. Attorney General.

**Attorney General:** So does this pay for her, or is there software or some sort of system that she has to employ to use?

**Cleven:** Marva Cleven, the State Director of Special Education. This pays for her services. She works directly with our data department to upload into Eden (sp?) and to (inaudible) and to get everything to the federal level, but this is basically just for her services alone, not the data system.

**Attorney General:** And it's all coming from federal funds?

**Cleven:** Correct. It comes from our Part B allocations.



**Attorney General:** Okay. No other questions.

**Governor:** Any other questions Contract No. 6?

**Secretary of State:** Move for approval.

**Governor:** Well, not yet. We'll take them all as one --

**Secretary of State:** Okay. Oh, you're going to take them all together? Okay.

**Governor:** Yes. Thank you.

**Secretary of State:** All right.

**Governor:** Thank you very much.

**Cleven:** Thank you.

**Governor:** So next is Contract No. 8, DHHS, and the Clark County Treasurer.

**Lamborn:** My name is Leah Lamborn. I'm with the Division of Healthcare and Financing Policy, and this contract is a contract between the Division and the State and Clark County for voluntary contributions that the state receives for certain supplemental payment programs that the Division operates. Supplemental payment are for a number of things, either upper payment (inaudible) program or graduate medical education. In these payments, basically it pays the gap between what Medicaid has reimbursed for in-patient -- this particular one is in-patient hospital services, the gap of what Medicaid pays compared to what Medicare would have paid. And basically the State receives a state net benefit from these programs. It's considered a voluntary contribution. So for example, if the supplemental payment is \$100, the federal portion of that is 65 percent, \$65. The non-federal share would be \$35. Clark County, or other counties that fund the non-federal share of these payments, they contribute basically 50 percent of the payment. So the difference between 35 percent, which is the non-federal share, we retain 15 percent of that. So we charge basically 50 percent of the total payment. The non-federal share is 35 percent. The difference is 15. So the benefit to the State, it's a win-win situation because we are paying the gap and providing supplemental payments to the providers, yet we get a state net benefit from these programs which equates to -- in state fiscal year 2014, we received approximately \$34.6 million in a state net benefit for these programs. We use these funds to offset other Medicaid expenditures, specifically for the aged, blind, and disabled. This program adds yet another enhanced, what we call a managed care enhanced payment, to it where typically before we were only allowed to pay supplemental payments on fee for service claims, and now with this enhanced managed care, we are able to give certain safety net providers what we call a supplemental payment, the upper payment limit. So these will be -- Clark County is going to fund the non-federal share for the enhanced payments through managed care providers organizations for in-patient hospital services, and then behavioral health services. So the Division won't actually receive the state net benefit that we retained. We're going to use that state net benefit basically to pay the non-federal share for our sister agency, Public and Behavioral Health. So we're going to basically get from Clark County, the IGT fund to fund all

of the enhanced payments, and then we'll turn around and provide enhanced payments to our sister agency, Public and Behavioral Health who normally gets a cost-based rate, but for those recipients enrolled in managed care organizations, they're not allowed to receive that cost-based rate. So it kind of makes up the difference for that, and allows them to upper payment limit.

**Governor:** Did you get all that? At the end of the day, I mean, and this was subject to negotiation. So we went back and forth with Clark County on that 50 percent.

**Lamborn:** Yes.

**Governor:** And so it's a negotiated rate. But at the end of the day, when we take that money and put it through the federal government, it generates even more funds for more programming for Nevadans. And if we weren't to do this, how much of a loss would that be?

**Lamborn:** So for the State it would be that \$34 million that we received. But it's a bigger impact for the providers. They would lose out on -- and I don't have the numbers with me, but the UPL payment for Clark County alone is around \$70 million.

**Governor:** So it's a win-win-win. It's a win for the State, it's a win for the provider, and a win for the County.

**Lamborn:** Absolutely.

**Governor:** Yeah. Any other questions? And in all seriousness, this is probably one of the most complicated areas that we have, but at the end of the day, it's really good for the state.

**Lamborn:** It is. And we're actually excited to get the enhanced payment through the MCO because before CMS prohibited any type of UPL payments, and this is a mechanism to -- since we're requiring more of the Medicaid recipients to enroll in managed care, the providers were losing out on that upper payment limit, and this is an avenue to provide them the supplemental payment that they would have received previously under fee for service, and for our sister agency, they would have got a cost-based rate. So this helps to alleviate that issue for more people --

**Governor:** And just another piece of history is we've moved a lot of patients, the clients, from fee for service into managed care which has provided a great amount of savings to the State, but it had that consequence, and this helps mitigate that.

**Lamborn:** Yes. That is correct.

**Governor:** Any other questions? Thank you very much. Next is 18, Department of Conservation and Natural Resources in the Overton Power District. If I would have known you were going to be here, I would have wore my ichthus or lapel pin.

**Johnson:** I've got one just in case you needed one, Governor.

**Governor:** But in any event, I had asked for this contract to be held because just looking at the brief description, I was wondering why we're replacing power poles. I know that they're within, I think it's Valley Fire.

**Johnson:** That's correct.

**Governor:** Yeah. But if you could give me some background.

**Johnson:** My name is Eric Johnson with the Nevada Division of State Parks. The Administrator with me is Jennifer (inaudible) our ASO for State Parks. This is a non-typical process, and usually the power company is responsible for the power up to the meter.

**Governor:** Yeah.

**Johnson:** In this case, State Parks paid for the power line to be installed about 1971, and the power poles started falling basically. We asked for Overton Power to accept an easement, so that became essentially their responsibility to which they declined because Valley of Fire is the only user of that multi-mile power line. So it wasn't cost effective for them to accept ownership of that power line. So that project is eligible for Land and Water Conservation Funds. We're using those funds and matching them with Q1 dollars to complete the project.

**Governor:** And you're undergrounding them, correct?

**Johnson:** That's correct. That's to be compliant with the land and water requirements, yes, sir.

**Governor:** That's an improvement too with regard to --

**Johnson:** Yes, it is.

**Governor:** -- the vistas and such for the park.

**Johnson:** They do stand out. They're somewhat unsightly at what is otherwise a very beautiful park.

**Governor:** It's a fabulous park. I've got to get my stamp, my passport stamp for --

**Johnson:** Yes, you do.

**Governor:** -- for the Valley of Fire. That's all the questions I had. Thank you, Eric.

**Secretary of State:** Can I ask?

**Governor:** Yes. Madam Secretary of State.

**Secretary of State:** I just wanted to -- when we're looking at the bonds, is that state bonding, or is that within your --

**Johnson:** This is --

**Secretary of State:** Your county?

**Johnson:** It's question one state bond issues, yes, ma'am.

**Secretary of State:** It's a state bond?

**Johnson:** Yes, ma'am.

**Secretary of State:** Bonding with the state for --

**Johnson:** That's correct.

**Secretary of State:** Okay. That's why I just -- on a lot of these I just need clarification who is the bonding source.

**Johnson:** No. That's a good question. We're using those bond funds to match the Federal Land and Water dollars that do require a 50/50 match.

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

**Governor:** Thank you. Thank you, Mr. Johnson.

**Johnson:** Thank you.

**Governor:** Thank you. Next is Contract No. 19, Department of Wildlife and Dyer Engineering Consultants, as well as Contract 20.

**Unidentified Male:** Good morning.

**Governor:** Good morning.

**Unidentified Male:** Would you like an overview?

**Governor:** Yes, please. Well, since you're here, no, well, actually I think the Attorney General had initially asked to have these withheld, but if you don't have any questions, I'm fine.

**Attorney General:** Do you want to give us a brief view (inaudible).

**Unidentified Male:** Sure. I'll give you a little overview. The Dyer Engineering Contract is for Zunino Reservoir. That's south of Elko. We've been doing a lot of work on the reservoir, reconstructing the dam and sealing the bottom. All that work is complete. I'm not sure if they filled it with water yet or not. And this is additional work to create a boat launch and an amp site there. So it should be a really good recreational opportunity in Elko. It should be ready by next summer.

**Governor:** Are we going to have water?

**Unidentified Male:** We'll see.

**Attorney General:** And I think the question I was going to ask was just where, the same as the last --

**Secretary of State:** Bonding.

**Attorney General:** Who (inaudible) the bonds? It says 75 percent bonds.

**Unidentified Male:** They are State bonds. It's Question One bond fund, and the federal portion is federal boating access grants, and you can only use a portion based on how much boating they anticipate, that sort of thing. So that's why it's (inaudible).

**Secretary of State:** And if I might, Governor.

**Governor:** Madam Secretary of State.

**Secretary of State:** Is there a fee that's charged to launch your boats that's included in this?

**Unidentified Male:** I do not know if they're going to charge a fee. Not to my knowledge.

**Secretary of State:** Okay. Is that something you could get back to us on if that is going to happen or not?

**Unidentified Male:** Sure. Absolutely.

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

**Unidentified Male:** The other contract is with Ducks Unlimited. They're doing improvements to water fowl at Carson Lake and Pasture, Key Pittman Wildlife Management Area and Overton Wildlife Management Area. And if you don't know where those are, those are both in Southern Nevada.

**Secretary of State:** If I might, Governor.

**Governor:** Madam Secretary of State.

**Secretary of State:** Just curious how the fees are coming in for the duck stamps and how is going? Is it doing well?

**Unidentified Male:** Yeah. Our duck stamp fees are pretty static. I don't remember the number off the top of my head, but they're pretty steady state. Yeah.

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

**Governor:** You're welcome. Any other questions? Thank you, sir.

**Unidentified Male:** Thank you.

**Governor:** The next contract is number 21, Department of Conservation and Natural Resources and Char-Pit Sand Harbor.

**Johnson:** Hello again.

**Secretary of State:** Hello again.

**Governor:** Good morning. And Mr. Johnson, I asked this to be held, and I went back and forth, but just only as you recall, I visited up there and you had just opened that gift shop and the concession, and I was just curious is it working to your expectations?

**Johnson:** Thank you. Eric Johnson, Administrator for Nevada State Parks. The gift shop is adjacent to the Char-Pit concession, and as you will recall, the gift shop is an enterprise fund operated by State parks. It's actually doing very well. It's realizing profits, it's self-sustaining. The Char-Pit next door has been quite a service to the public. One of the changes in this amendment is increasing the authority for the revenue contract because the business is more successful than we had anticipated, and we are receiving more revenue from that than we originally thought.

**Governor:** Now, does that money, those profits, does that go in the general pot or do you use that exclusively for Sand Harbor?

**Johnson:** The profits from the Char-Pit is a revenue account, so that goes back into our general fund, if you will. The enterprise fund, I might have to defer to Jennifer or ask her to correct me, is those funds go into our budget account 4165 which is specifically our enterprise fund account which is used to pay for the employees and fund interpretive programs throughout the state. So it's not just Sand Harbor, if that answers your question.

**Governor:** It does. Any other questions?

**Attorney General:** And is park revenue as well supporting it, or is it all living off of the concessions?

**Johnson:** There is no park revenue going toward the gift shop if that's what you're asking, sir. It's self-sustaining gifts from the net profits from the sale of merchandise.

**Governor:** No. And that was -- just for history purposes, we didn't have those before, and we saw that as an opportunity to generate more income so you're not as reliant on the general fund.

**Johnson:** That's correct. We no longer need to use our operating money or donations to pay for interpretive programs throughout the state, and there's hundreds of interpretive programs throughout State Parks. So we're very pleased with the success. The parks actually can apply for

a grant to use those funds for, you know, canoe trips, Dutch oven cook-offs, tours, passport printings, et cetera, et cetera.

**Governor:** And speaking of passports, how many have you issued? I know we're changing --

**Johnson:** We're in excess of 600, I think, right now. 300 being the day following the launch, so it was a busy day at State Parks that day. It's been quite successful. It seems to be well-received by the public, at least judging by our social media.

**Governor:** And I don't mean to wander too much, but I was over at REI, and it's not a commercial, Christmas shopping, but will we be making those passports available at the outdoor retailers to that people have an opportunity to get them there? Because there is a little bit of misinformation out there that you actually have to pay for the passport, and I just want to make sure that they're accessible and, you know, some folks may not want to navigate to get them directly through State Parks, but they would like to be able to be at the REIs and the other outdoor --Scheels, or what have you, to be able to get those passports.

**Johnson:** Yes, sir. We have those. They came in two days ago, the counter displays, so the public is aware of the program. They can take out a passport. We'll have those REI, at Cabela's, at Sportsman's Warehouse, and we hope Bass Pro Shops.

**Governor:** And that includes Southern Nevada as well?

**Johnson:** Yes, sir.

**Governor:** Okay.

**Secretary of State:** Great.

**Governor:** All right. Thank you very much.

**Johnson:** You're welcome. Thank you.

**Governor:** That brings us to Contract 24, Department of Motor Vehicles. Good morning.

**McDonald:** Good morning. For the record, my name is Sean McDonald. I'm the Administrator for the Central Services and Records Divisions at the Department of Motor Vehicles. We're here on behalf of a contract which will allow us to move forward with an electronic lien and titling system. Ultimately it will save us additional costs in titling and becomes -- it's a process that the lien holders themselves, the banks are looking to try to get states to transition to. There is zero cost to the state for this contract.

**Governor:** Yeah. Explain that. I'm trying to understand that because that doesn't happen very often.

**McDonald:** Agreed. Agreed. And Izzy Hernandez has been the project manager, so I may to defer to him on some of this. But ultimately it is a cost that will be encumbered by the lien

holders themselves. So it is a process that allows them to not have to maintain and store negotiable instruments, again, the titles themselves. It makes it a lot easier than keeping a bunch of filing cabinets in a room. They have everything electronically. So this is something that they desire to have. It makes their processes easier. They will ultimately pay for this -- for these to happen, for these transactions to happen. So we -- the vendor will put up enough money up front for allowing us to do to the programming and the initial rollout of this. They will recoup their costs from collecting from the lien holders a \$4 fee which will be charged every time a title transaction occurs.

**Governor:** Now, the State's not on the hook if, let's say, those good-intended lien holders didn't pay is it?

**McDonald:** So I'm sorry. Your question?

**Governor:** Well, essentially, does the State have any potential liability with regard to this \$15,970,000 if the lien holders weren't to perform?

**Hernandez:** Izzy Hernandez for the record, Project Manager for the DMV. The answer is no. Per NRS, the vendor that we have selected will be taking full responsibility to make sure that any transactions or information is shifted over to the lien holder and vice versa. So the vendor is the one that's on the hook for that. So the Department or the State is not liable for that.

**Governor:** So there's -- and not to get overly technical, but there's an indemnity clause in this contract?

**Hernandez:** Yes.

**Governor:** All right.

**Hernandez:** Yes.

**Governor:** And when would this be implemented?

**Hernandez:** Well, the timeline that we currently have is one year after approval, and that is the negotiated timeline that we have had with -- or that we put in place with the vendor. So we're looking at an implementation of January 2016 calendar.

**Governor:** All right.

**Attorney General:** I'm going to kind of repeat what the Governor was saying, but you're saying that they're taking responsibility of the information flow? I just want to make sure you're also saying that if the banks don't eventually ante up, that they are taking the full liability of this?

**Hernandez:** So I think I probably need to explain just a little bit of the process. The current process is that a dealer ships paperwork to DMV. DMV currently creates a physical paper title. That process of the dealer getting that documentation to us will still continue. The difference is gonna be instead of us creating a paper document, we're shipping an electronic transaction. Once



that vehicle is paid for, then at that point, the lien holder will ship the transaction back to us saying, okay, this customer has paid their vehicle, print the title. So at that point we'll initiate and print the title. So the DMV is still retaining all of the information. We're retaining the customer's information, protecting that, and our responsibility is to make sure that when a lien holder comes back and says please print this title, that we verify that they do in fact own that vehicle. I don't know if that answers your questions. I'm sorry.

**Governor:** Half of it. The piece that the Attorney General and I are focusing on is just to make it clear for the record that the State doesn't have any potential exposure with regard to this contract if the lien holders fail to perform.

**Hernandez:** That is correct.

**Secretary of State:** Governor, if I might.

**Governor:** Madam Secretary of State.

**Secretary of State:** Thank you. The question I have with this is the responsibility, if there is any, of this organization, whatever this company is that is doing the service having the names of all of the buyers. Is that secure, confidential? Is that in the agreement that that would not be sold, used for any other purposes, only for the intent?

**Hernandez:** That is correct. The responsibility, again, we have specifically stated in the contract the DMV owns that data, the vendor cannot use to sell to provide any lists to any mailing services. We own the data. They cannot even tell anybody that they're doing business for the DMV.

**Secretary of State:** So they're like a third-party storage?

**Hernandez:** That is correct. Yes.

**Secretary of State:** Okay. That helps. Thanks.

**Governor:** Any other questions? Thank you very much. That takes us to Contracts 26 and 27, the DETR contracts.

**Soderberg:** Morning Governor, members of the Board of Examiners. My name is Don Soderberg. I'm Director of the Department of Education, Training, and Rehabilitation. To my left here in Las Vegas is Ken Ladd. He is the founding father and for some time volunteer Executive Director of the Nevada Center of Excellence. We also have in our audience here in Las Vegas, Dennis Perea, DETR's Deputy Director who can answer questions regarding DETR's historical involvement with the Nevada Center of Excellence, and Nathan Allen who is now the Executive Director of the Nevada Center of Excellence who can explain, if need be, the actual programs and the function of the Center. With that, I'd like to give the floor over to Ken to just discuss the contract that is in question here, and then we can hopefully answer any questions that the members of the Board will have.

**Ladd:** Governor, Madam Secretary, Mr. Attorney General, my name is Ken Ladd, a retired bank executive, 40-year resident of Nevada, and have been a volunteer and chief advisory to the Center of Excellence now for the better part of two years. Today we're speaking about a contract, a sole-source contract with the Southern Nevada Water Authority and the Center of Excellence to do specific testing on some new water purification technology that primarily deals with nanoparticles. This particular technology has been bench tested, and has been reviewed by scientists, both at SNWA as well as scientists from DRI and UNLV, and believe that this is a very unique technology, and something that will not only solve purification issues in Southern Nevada, but have implications really internationally. What this testing will do, ladies and gentlemen, it will verify that in fact it does what the bench test proves that it will do, but more importantly it will verify that this technology is scalable. It will verify that it is commercializable in the marketplace. And so with this, DETR -- the company has agreed that should this testing validate as we intend it will they have incorporated in Nevada that they would then manufacture cell and distribute this technology worldwide using Southern Nevada as its showplace, SNWA as its showplace, and this is an amount of a hundred thousand dollars from DETR and \$50,000 from Go Ed. And so I would stop there, ladies and gentlemen, and see if you might have any specific questions of me.

**Governor:** Thank you Mr. Ladd and Mr. Hill. Director Hill has sat at the table as well. I asked for these two contracts to be held out, and I have the benefit of having been there since the beginning, and I think it's one of the State's best kept secrets, unfortunately. And I saw this as an opportunity to talk about what was envisioned with regard to the Center of Excellence and the progress that we've made and what we've accomplished. So Mr. Hill, I don't know if you want to take it from there, or Mr. Ladd.

**Hill:** I'd be happy to, Governor, and then I'll let Mr. Ladd and Mr. Soderberg fill in where I leave gaps. And you're right, and good morning Governor and members of the Board. My name is Steve Hill. I'm the Director of the Governor's Office of Economic Development. The Governor was very involved approximately two years ago when we first developed the idea of the Water Center of Excellence and in the work we did with IBM to secure the technology platform that would make that capable of being stood up. And we did that with the recognition that throughout Nevada, the State has a significant amount of water expertise. For example, the Research Institute has more hydrologists on staff than any other organization in the country other than the U.S. Geological Survey. We have expertise at UNR, at UNLV. The Southern Nevada Water Authority, which we've been able to see now worldwide, has a reputation not only for the work they do in supplying water to the Las Vegas community, but in their water expertise as well. Their research and development is recognized globally. So the idea behind the Center of Excellence was to bring that expertise together and provide a single point of contact for those outside of Nevada wishing to interact with the State, but not necessarily knowing exactly how to do that, as well as to bring innovation the ability to commercialize that innovation from water researchers throughout the United States and really across the globe to Nevada to be able to connect all that expertise, and then commercialize what they're doing.

The big data analytics that available now because of the technology platform that we have provide an opportunity to work on the cutting edge of water technology. And what I mean by that is that information typically in the past in the water industry has been someone coming and reading your meter or someone going out and monitoring individual samples of water for water

quality or inspecting pipes for leakage, where now we have the ability to monitor that through equipment that provides continual data. And that continuous amount of data requires the kind of big data analytics ability that this technology platform provides

So as a part of Water Center of Excellence, the knowledge fund has granted a portion of money to help stand that program up as well. And frankly, in looking back now, the technology platform needed someone like Nate Allen who is our new director of the Center of Excellence, he just started in September, in order to really make that flourish. So we were probably 12 months or so early when we made the acquisition, but the technology platform will be there pretty much indefinitely. And we have now started to see significant results, and we're seeing it on trade missions when we go now. The expertise that the State has is recognized in the countries that we go to. The Governor was able to speak at the Water Technology Conference in Israel just last year. Since Nate has come on board, we've had four companies come to Nevada, Aqua would be the fifth, to locate their companies here. They're small, they're technology companies. We see growth in their future. Some will certainly, and some will not. But just over the course of a few months we're starting to see real activity there. That's also starting to bring in revenue, and we have several grants that are being submitted or have been submitted that we think will increase the revenue there as well.

So Nate has a really strong background, both in the technology area and with business development. He was with the Biosphere in Tucson. He has been a terrific addition and really has started to allow the Center of Excellence to gain traction.

**Governor:** Given this progress, it's hopefully inevitable that it will become self-sufficient in terms of these outside entities taking advantage of it?

**Hill:** Yes, Governor. The plan when we did this two years ago, and also there's a part of each of the Knowledge Fund projects that we fund is a plan for self-sustainability. It takes some time, especially in a start-up organization, which many of these are. We think they're very important. They're very aligned with where we see the assets of Nevada and where we see important technology going in the future. But all of these have a plan for self-sufficiency in the future.

**Governor:** And just to put in perspective, I mean, if this continues to evolve like it is and how we hope it will, it will put Nevada on the map, shouldn't it globally in terms of being a leader in water research?

**Hill:** It really will. And that has already started, actually. The industry's most well-known publication last year published an article about the 12 areas in the United States that have real expertise in water, and this is the first time that Las Vegas has been recognized as one of those 12. That expertise was already here, but it was somewhat dispersed. And so now that we can coordinate that, brand that, and let the world know that expertise exists here in Nevada and as the industry continues to grow, we think that will be very beneficial for the State moving forward.

**Governor:** Thank you, Director Hill.

**Hill:** Thank you.

**Governor:** Anything further from Los Vegas? You muted it, Don.

**Soderberg:** Excuse me. Sorry, Governor. I would only add that we have become from a branding standpoint world renowned. We had a 13-person delegation in Singapore Water Week, which is the largest water convention in the world, and with that, you know, we've been able to work with 75 different companies. We have six other pending companies along with the four companies that we're doing testing with right now. So, you know, we absolutely believe with the umbrella that we've put around all of the assets that reside in Nevada, you know, to include Northern Nevada, UNR, Truckee Meadow Water, SNWA, Las Vegas Global Economic Alliance, EDawn, et cetera, et cetera, that Governor, we are becoming not only nationally renowned, but internationally renowned. Thank you.

**Governor:** Secretary of State has a question.

**Secretary of State:** Thank you, Governor, and thank you, gentlemen. This is really exciting to hear so much in depth. But just the two questions, if you just help me, and it's just for verification and education more, but the funding sources, the career enhancement program and the revenue contract, could you just explain those two to me just so I understand where that is coming from? I appreciate it.

**Hill:** Madam Secretary, it's a probably a question best answered by Don.

**Secretary of State:** Okay. Thank you. Hi, Don.

**Soderberg:** Good morning, Madam Secretary. This money comes from what we call our career enhancement budget, and it is largely money that is assessed on unemployment insurance for job creation. And DETR has this historically in the past for a variety of efforts, working with the Department of Education on career enhancement, working on some items such as this that are specialized economic development. We are a partner in the IBM Pure Computer that the Center of Excellence runs. We also do work with some of the Governor's initiatives in this regard. So this money is specific for these type of things that we believe will improve the economy and thus improve the workforce in the long run.

**Hill:** Madam Secretary, may I just add if I could, we know nationally that in excess of 63 percent of all of the trained, both in the technical side and the scientific side, of the water industry, that 63 percent of those people will be retiring in the next three years, and we have been working closely with DETR and CSN as well as Truckee Meadows in starting to develop specific curriculum and/or certifications that we can train people not only to manage the water issues here for us in Nevada, but also train others for other utilities or private enterprise.

**Secretary of State:** And I thank you. Thank you, Governor. I'd still like to know when you say revenue contract, where does the money actually come from and the career enhancement programs are -- is that money that's from the State? Is that money from the colleges? Is there federal -- I don't see any federal on here in our books, but if you could -- I'm looking for a little more depth on that if I could, please.

**Soderberg:** Madam Secretary of State, the money comes from the State through an assessment that is placed upon unemployment insurance premiums. It does not come from the general fund.

**Secretary of State:** Okay. Thank you.

**Governor:** Are there any other questions on Contracts 26 and 27? Okay. The Attorney General has a question with regard to Contract 25 which involves DETR as well. Mr. Attorney General.

**Attorney General:** Do you mind explaining this Contract 25?

**Hill:** Mr. Attorney General, I believe Melanie (sic) Mason is in audience. There she is. She is with our vocational rehab division, and she can explain this contract in much depth than I can.

**Attorney General:** Thank you, Melaine.

**Mason:** Good morning. My name is Melaine Mason. I'm the Deputy Administrator of the Rehabilitation Division. This contract is a continuation of an ongoing relationship since 1999 with the Marshall Ketchum University, and the Southern California College of Optometry, to provide additional services to participants in the rehabilitation program. They are seeking employment. They are individuals with disabilities seeking employment and independent living skills. And these are individuals that have low vision and they need the additional assistance in providing eye care and not just glasses, but low vision aids and low vision resources to continue with employment, seek employment, as well as live independently. And I can answer any questions you have.

**Attorney General:** What's the origin of them getting this sort of access? You just determined somewhere along the way that it was a crucial component of them being able to get employment?

**Mason:** Mm-hmm. So thank you. Melaine Mason again. Nevadans were partially -- mostly federally funded and a portion of the State funds, the match part of our program, and it's Nevadans that have a disability seek resources through the division and their employment focus mostly. We do some independent living, but the participant must have a disability. They come work with the division, work with a counselor who has a master's degree in determining their goals and aspirations. And then the division also finds the suitable resources to overcome the disability that might be an impairment to employment. And in this case, it's vision where they have low vision, you know, progressively towards blindness.

**Attorney General:** Okay. Thank you.

**Governor:** Thank you very much. Oh, Madam Secretary of State.

**Secretary of State:** Thank you, Governor. Do you work with the Blind Center in Las Vegas? Is that one of the agencies?

**Mason:** This is Melaine Mason, yes we do. In a couple capacities I'd like to toot our horn. One is our preferred purchase program, our state use program. And that's where government entities can seek vendor services without going through a contractual competitive bids. It does employ

people with disabilities, so we're proud to partner with them. They've been a great partner in that area as well as reaching out to their population and provided our services so that we are a resource to them in serving Nevadans.

**Secretary of State:** Great. Thank you. And thank you for letting me ask that. I just -- I too want to toot their horn. They've been doing a wonderful job in Southern Nevada. I don't know if you have the same resources in the north or not, but they have helped so many, and they're doing a great job, so thank you.

**Mason:** And we appreciate that because they are (inaudible) to our Division. So thank you.

**Secretary of State:** Thank you.

**Governor:** Thank you very much. Board members, any further questions with regard to Agenda Item No. 7? If there are none, the Chair will accept a motion for approval of Contracts 1 through 27.

**Secretary of State:** Move for approval.

**Governor:** Secretary of State has moved for approval. Is there a second?

**Attorney General:** I second.

**Governor:** Attorney General has seconded the motion. Any questions or discussion? Hearing none, all in favor say aye.

**Group:** Aye.

**Governor:** Opposed no? Passes 3 - 0.

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

Four 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**

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**Comments:**

**Governor:** We'll move on to Agenda Item No. 8, Master Service Agreements.

**Clerk:** Thank you, Governor. There are four Master Service Agreements on the Agenda for approval today. Just as a little bit of background, these are essentially state-level contracts. They can be accessed by any agency within the state, and we have a representative from the State Purchasing Division here if you have any questions.

**Governor:** Why don't you just chat a little bit more about the Master Service Agreements and their purpose.

**Kimberlee Tarter:** Okay. I'd be happy to. Thank you. For the record, Kimberlee Tarter, Deputy Administrator of the Purchasing Division. Master Service Agreements have been in place for quite a while, and one of the goals that we seek to accomplish with Master Service Agreements is to leverage the combined spend of all state agencies so that we can achieve greater savings across the board. Some of the agencies that particularly benefit from these contracts are those located out in rural Nevada. They tend to really have a great opportunity in achieving savings. They range from commodity products, office supplies for example, to services, and we have -- there's so many. We probably have in total 200 Master Service Agreements that we manage for the State. And not only do state agencies get to take advantage of these savings that leverage, the whole governments as well. Higher ed gets to take advantage of these contracts. So we make them available. There's actually a statute that provides that reciprocity. We also in certain instances take advantage of their agreements. For example, Metro Las Vegas put in place contracts for motorcycles, and they obviously (inaudible) Metro by more motorcycles than the State does, so when the State has a need, we'll use their contract. So we do have that relationship between the state and local governments. We have our Master Service Agreements making them available. So again, it's not just our state agencies, it's not just rural Nevada that's being able to take advantage of this, it's the local government. Frequently what we'll do is we'll look and see if there's a need or agencies will reach out to us, and we'll start to see where multiple agencies are contracting for the same service or purchasing the same commodity, and in those situations is also tries to benefit this Board so that we reduce the number of contracts that are coming before the Board so you're not seeing different contracts with different rates. So that's another incentive for us to go out and try and pursue these Master Service Agreements.

**Governor:** Thank you very much. Question from the Secretary of State.

**Secretary of State:** Thank you. And I'll just be general on my questions instead of very specific on some of these. I just wondered on the bidding process, I know that we don't have that you have to have a Nevada company because sometimes they don't provide the service that we need for the state, so I was just wondering a little bit about the bidding process, if you can talk a little on that. The other is -- and if you need me to be specific on any of them, just let me know, but when we okay these, it's nice to know if there's any data to back up if the program is working. I've always liked to see, for instance, one of the educational programs, do we have the information that shows that it's actually doing what it needs to do, and do we want to enter into this is it more or less being effective, and then also just state and local, the bonding, is all of the bonding information that we're getting, is that all state? Is there any local bonding at all?

**Clerk:** This is Julia Teska. I will take that piece of the question. The state agencies don't really have access to local bond funds, and so any time you see bonding on these Agendas, it's -- and typically with the -- as we saw today, with the Conservation and Natural Resources agencies, it's usually the Q1 bonds that they're utilizing. And you will also see some items come through with bond funds through Public Works Division, and those will be the bonds we issue for CIPS.

**Secretary of State:** Okay. And if we could have at some point the amount of bonding capacity that the state does have, what we have and how many we have given out to how many bonding authorities have we given to, if that -- if I'm making sense in my request. Julia, let me know.

**Clerk:** We'll follow up after the meeting, because we will have as part of the budget presentation that will be on the -- because we do -- the Treasurer's office actually does the calculation for what the State has available in bonding capacity, and that's included in the budget that will be released later this week is what our bonding capacity for the coming biennium is.

**Secretary of State:** Okay. Thank you. Thank you for that. Thank you, Governor.

**Governor:** Thank you. Any other questions with regard to Agenda Item No. 8? If there are none, the Chair will accept a motion to approve Master Service Agreements 1 through 4 as described in Agenda Item No. 8.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved to approve. Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye.

**Group:** Aye.

**Governor:** Motion passes 3 - 0.

**Governor:** So we're moving back to Agenda Item No. 8.

**Secretary of State:** Oh, this is. I thought this was on 9.

**Clerk:** No. Actually Item No. 9 is the -- it's a Nevada Department of Transportation on the information item on Ride --

**Secretary of State:** The wrong section, but that's what I have in mine.

**Attorney General:** We both got the same thing. (Inaudible).

**Governor:** No. I can -- Madam Secretary of State, I can go back to Agenda Item No. 8 if you have a specific question.

**Secretary of State:** I was just curious about -- I know that we have agencies and also we have companies that here that do the fire extinguishers. I was just curious about the out-of-state that that's what we're doing it with. And so, yeah, I don't know why mine's under a different number, but it is.

**Tarter:** For the record, Kimberly Tarter, Deputy Administrator with the State of Nevada. Regarding the Master Service Agreements that we have in place for fire inspection services, they are actually -- this is a Master Service Agreement that has been multiple awarded, and it was award to, I believe, eight different companies. Out of those eight companies, all of those



companies are Nevada-based with the exception of one. And the one that is not Nevada based, does have all of the requisite licensing. So they have a Nevada business license. They have a Nevada contractor's license, and they're utilizing Nevada-based subcontractors. And the reason we have such a larger number of contractors awarded is because many of these fire systems are proprietary and so they can only service certain manufacturing systems. So we have to have a broad population of contractors that come and meets the State's needs for those systems.

## **9. INFORMATION ITEM**

### **A. Department of Transportation – Administration**

Status Report on Washoe County's Trip Reduction/Rideshare Program – Governor Sandoval requested an update on this program at the November 12, 2014 Board of Examiners' meeting. The request is associated with the November meeting agenda item #10, contract #29.

#### **Comments:**

**Governor:** We will move to Agenda Item No. 9. Ms. Teska.

**Clerk:** Thank you, Governor. Agenda Item No. 9 is one of two information items that are on the Agenda. In this case, this is a little follow-up report to an item that was on the November Agenda with a little additional information on the Trip Reduction/Rideshare Program. And I believe there are agency folks here if you have any other questions, but I think it followed up on the information that you requested.

**Governor:** No. I had asked. I just wanted to make sure that it's working well.

**Secretary of State:** With the service agreement? Okay. And if I might, Governor, the question that came to mind just for reading this, and I appreciate your willingness to help us work through this for our first meeting. I know that we do sprinkler systems in Nevada. I know there's companies --

**Secretary of State:** Then, I guess, Governor, if I can see what you're looking at for the one I'm supposed to be on.

**Governor:** No. And this was something that I had asked about in November. Moving back to Agenda Item No. 9.

**Secretary of State:** Thank you.

**Governor:** We have the rideshare program between Carson City and Reno.

**Secretary of State:** Okay.

**Governor:** And I was just wondering how it was working and at least on the information that's provided that it's working well, that there are -- that it's being utilized.

**Secretary of State:** I remember when that was put in.

**Governor:** And that, you know, it's obviously a benefit for less trip and more efficiencies and such. So I appreciate the provision of the information. I really don't have any questions. I just kind of confirmed what I was thinking, but it's good to see it.

**Secretary of State:** Okay.

## 10. 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 16, 2014 through May 16, 2014.

Twenty-four independent contracts were submitted to the Board for review.

### Comments:

**Governor:** All right then. Ms. Teska, to Agenda Item No. 10.

**Clerk:** Thank you, Governor. Back in the 2013 legislative session the legislature passed AB 41 which raised the threshold for contracts that must be acted upon by the Board of Examiners. It used to be \$10,000 was the threshold, and it's now \$50,000 which is why we only have 20 items on the Agenda instead of, you know, 100 items on the Agenda. That was a very positive change in terms of moving forward, the ability for agencies to contract without having to hold up the process waiting for a Board of Examiners meeting.

However, in the interest of continuing transparency and not removing items that had been subject to public inspection previously, we do submit all of the contracts that have been approved under this provision that were between \$10,000 and \$49,999 as an information item. That is under Exhibit 4 in your packet. These contracts have all already been approved, but this is just an item for your information of the contracts approved under that provision.

**Governor:** (Inaudible) but I do. And I know, Ms. Teska, we had a chat about this, and I didn't bring this to your attention, but I did notice that there are a couple research contracts with San Diego State and UNR. And I think you've heard me before ask about what the administrative fee is by the institutions, and I don't know if you have at your fingertips today.

**Clerk:** I do not, but for those particular ones. I had them for the ones that are on the action Agenda. However, I will bring a little update that we are working with the University system and hopefully -- unfortunately, I got the information right as we were at the fever pitch of preparing the budget. And it's our goal in the next four to six weeks to get out some standardization that will standardize those administrative and indirect cost rates across all of their contracts.

**Governor:** Because we did that at the Board of Transportation, and we took it from, I think it was, between 45 and 50 percent to somewhere in the 20s. And again, it's just my goal to put more money to the actual work than to administrative fees, and so that's hopefully gonna work out. It's going to work out well with the Transportation research contracts, but I'd like to see it go over here.

**Clerk:** Absolutely. And once we have formalized that policy and rolled it out, we'll make sure that we bring it to this body as well.

**Governor:** Okay. Thank you. And then I also, on Number 24, this doesn't have anything to do with the utility of the contract, but whenever there is opportunity to chat about the Silver State Exchange and what's happening. Mr. Fisher, I apologize that you left and came back, but given that it's on the Agenda and it's been up and going since November, I thought it might be an opportunity to provide an update.

**Fisher:** Sure. Thank you, Governor, and new members of the Board. For the record, Steve Fisher. I'm the Administrator for the Division of Welfare and Supportive Services. And to answer your question, it's going very well. We have 45,000 individuals who have enrolled in insurance on the Federal Exchange. 35,000 of those individuals have paid for their insurance. 45,000 enrolled, that means they've gone in, gone through the process, picked an insurance company and then the other 35,000 have actually paid for their premium.

On the welfare side, things are actually going very well as well. We have an interface between the Federal Exchange and welfare. So, for example, an individual can come in and apply for Medicaid, for welfare, and if for some reason they become ineligible for Medicaid, we actually send that information up to the Federal Exchange. The reverse also occurs if someone goes to the Federal Exchange and applies for insurance, and let's say, for example, maybe they some children in their family who might be eligible for Medicaid, CHIP for example, then they would ship that information down to us at welfare, and we would process that application. And so very successful. We're hitting around 99, 98 percent success rate on those electronic transactions that are coming down to welfare.

**Governor:** And when you say it's working well and we're getting new enrollment with Medicaid, are those newly eligibles or currently eligibles? Do you know a breakup--

**Fisher:** A combination of both.

**Governor:** So would -- because I would imagine that we've -- at least from the sheets that I've seen that we're plateauing --

**Fisher:** On a plateau, yes.

**Governor:** -- because we've essentially found or the folks that are eligible become aware of this and have signed up.

**Fisher:** That is correct. Actually our numbers are just starting to kind of decrease a little bit on the Medicaid side. However, we had a waiver for one year. We didn't do what's called

redetermination. So when you become eligible for Medicaid, annually, once a year we're supposed to redetermine your eligibility. We had a waiver for that for one year, so we've restarted that redetermination process, so we feel that some of those individuals are coming in and using the electronic application process to do the redetermination. So a lot of those coming into us are people who are already on Medicaid.

**Governor:** And with regard to those redeterminations, my understand is that our Medicaid population has actually decreased by over 10,000 in the past couple months.

**Fisher:** Correct.

**Governor:** Yeah. Well, good work. I mean, it wasn't as pretty a year ago, and I want to thank you and everyone else who's been associate with the exchange with this turnaround because it really is night and day.

**Fisher:** I was going to say, yes, it's definitely not just me. It's that whole team of people in that collaboration between those different divisions that made it happen.

**Governor:** And when does that enrollment period close?

**Fisher:** February 15.

**Governor:** February 15, and then do the individuals who have enrolled and not paid have until February 15 to pay? When is their deadline? Do you know?

**Fisher:** Open enrollment ends on the 15th. I can't swear to it, but I believe it will give them some additional time to make their payment after February 15. So they probably have until March 1, somewhere in that timeframe to make their payment for their insurance to become effective March 1.

**Governor:** And when you say 45,000 have enrolled, is that exclusively through the exchange, or is that also with the providers?

**Fisher:** That's 45,000 have enrolled on the Federal Exchange, and the information has gone over to the insurance providers, but 35,000 of those have actually paid for their premium.

**Governor:** Okay.

**Fisher:** Paid for their insurance.

**Governor:** Do you know how many of that 45,000 are essentially renewals from last time, and how many of them are new enrollees for lack of a better term?

**Fisher:** I don't.

**Governor:** Okay.

**Fisher:** I can ask the question of the exchange and see if we can find that out for you, but I do not know the answer to that question.

**Governor:** But that 45,000 exceeds the number who enrolled last year?

**Fisher:** Yeah. I believe the final number was around 36,000.

**Governor:** All right. Thank you. And again, I appreciate your coming back and running over here. Any other questions?

**Clerk:** Thank you, Governor.

**Governor:** Thank you. Board members, any other questions with regards to Agenda Item No. 10?

## **11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

**Comments:**

**Governor:** Then we'll move on to Board member comments or public comments. Any Board member comments?

**Secretary of State:** Thank you. And I want to thank your staff for getting us the information and working with us and helping explain things. So thank you, Governor.

**Governor:** You're very welcome. All right. Is there any public comment from Carson City? Any public comment from Las Vegas?

**Unidentified Male:** No, Governor.

**Governor:** Thank you, sir.

## **\*12. FOR POSSIBLE ACTION – ADJOURNMENT**

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** Then is there a motion for adjournment?

**Secretary of State:** Move to adjourn.

**Attorney General:** Second.

**Governor:** Secretary of State has moved for adjournment. The Attorney General has seconded the motion. All in favor say aye.

**Group:** Aye.

**Governor:** Motion passes 3 - 0. Thank you, ladies and gentlemen. This meeting is adjourned.

**Respectfully submitted,**

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JULIA TESKA, CLERK

**APPROVED:**

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GOVERNOR BRIAN SANDOVAL, CHAIRMAN

---

ATTORNEY GENERAL ADAM PAUL LAXALT

---

SECRETARY OF STATE BARBARA K. CEGAVSKE

Brian Sandoval  
Governor



Julia Teska  
State Budget Director

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

Date: January 14, 2014  
To: Julia Teska, Clerk of the Board  
Department of Administration  
From: Jim Rodriguez, Budget Analyst  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION – DIVISION OF PUBLIC WORKS –  
BUILDINGS AND GROUNDS

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Division of Public Works – Buildings and Grounds (B&G) requests approval to purchase a used replacement vehicle at a cost of \$3,689.

Additional Information:

The agency is requesting authority to replace an aging and failing 2001 Chevy 1/4 Ton pickup with 183,431 miles on it with significant mechanical safety issues. Funding for this replacement purchase was provided in the agency's legislatively approved budget. The truck is needed for ongoing field services support. Fleet Services has identified B&G as a state agency that is well suited for dual vehicle resources: Fleet Services vehicles for non-field services vehicles mixed with the strategic purchase of quality used field services vehicles. This replacement vehicle purchase request appropriately falls within that vehicle replacement strategy.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: _____
ACTION ITEM: _____

## STATE VEHICLE PURCHASE

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

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
<b>DEPARTMENT OF ADMINISTRATION – DIVISION OF PUBLIC WORKS – BUILDINGS AND GROUNDS</b>	1	\$3,689
<b>Total:</b>	<b>1</b>	<b>\$3,689</b>



RECEIVED

JAN 06 2015

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

RETURN TO DoA/ASD

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
SUBJECT DIVISION

<b>Agency Name:</b> SPWD-B&G	<b>Budget Account #:</b> 1349
<b>Contact Name:</b> THOMAS FEDERICI	<b>Telephone Number:</b> 4-1800

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:


**Number of vehicles requested:** 1                      **Amount of the request:** \$3689.00  
**Is the requested vehicle(s) new or used:** USED  
**Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:**  
 2001 CHEVY 1500 TRUCK  
**Mission of the requested vehicle(s):**  
 MAINTENANCE OF BUILDINGS AND GROUNDS

<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E710 <b>If no, please explain how the vehicles will be funded?</b>
--	--

**Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):**  
 Addition(s)     1 Replacement(s)

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

<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: EX55628 Odometer Reading: 183431 Type of Vehicle: 2001 CHEVY 1500  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:  <i>Please attach an additional sheet if necessary</i>	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  VEHICLE IS NOT RUNNING PROPERLY; TRANSMISSION IN POOR CONDITION AND CANNOT SAFELY BE UTILIZED  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.  THIS IS NOT A SAFE VEHICLE FOR STAFF TO USE.
--	---

**APPOINTING AUTHORITY APPROVAL:**  
 Dep. Admin. B&G 1/6/15  
 Agency Appointing Authority                      Title                      Date

**BOARD OF EXAMINERS' APPROVAL:**  
 Approved for Purchase     Not Approved for Purchase  
  
 \_\_\_\_\_  
 Board of Examiners                      Date

\$3689.0

NEVADA STATE PURCHASING DIVISION  
PROPERTY MANAGEMENT PROGRAM

15-006-RN  
471313

VEHICLE/EQUIPMENT TURN-IN DOCUMENT

**PROCEDURES:**

1. Titles must be furnished with vehicles and correctly signed off by authorized personnel. Sign agency name exactly as it appears on front of title.
2. Two complete sets of keys to accompany vehicle.
3. All decals, official markings and special equipment (emergency lights, etc.) must be physically removed from vehicle.
4. License plates removed.
5. Upon delivery at the warehouse, vehicle to include five (5) gallons of gas in tank.
6. Notify the Attorney General's office to remove vehicle/equipment from your agency's insurance.
7. Complete all information below regarding the vehicle information, options, additional features and any known defects.

**Date:** 7/8/2014

**Department/Division:** 650/ NHP 555 WRIGHT WAY CARSON CITY NV 89711

**Contact Name:** TERRY LUKAS

**Phone:** 775-684-4982

**Vehicle Information:**

**--Vehicle Type:** 2001CHEVROLET 1500 UNIT # 01-106

**Year:** 2001

**Make:** CHEVROLET

**Model:** 1500

**VIN/Serial N VIN #** 1GCEK19T41E339352

**State I.D. No./License No.:** 255382

**Engine:** 8 CYLINDER

**ODOMETER:** 108,559

**Transmission:** X

**Hours:**

**Fuel Type:** GAS

**Drive Type:**

**Exterior Color:** X

**Interior Color:** BLE

**Vehicle Options:**

X  Air Conditioning

X

X  Power Windows

X  Tilt Steering Wheel

X Power Seat

X  Dual Power Seat

x  Driver Air Bag

Dual Front Air Bags

X  ABS Brakes

X  AM/FM Radio

Cassette

CD Player

X  Cruise Control

**Additional Features:**

MILEAGE 108,559 HIGH MILEAGE

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---

Turned In By:

DATE:

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Received By:

DATE:

---

Title Received By:



DATE:

7-28-14

---

Title Received By:

DATE:

---

**Office Use Only:**

Warehouse Control No.:

15-006-RN

Budget Account No.:

471313



STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES AND PUBLIC SAFETY

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NO. <b>1G6EK19T41E339352</b>	YEAR <b>2001</b>	MAKE <b>CHEV</b>	ODOMETER <b>21</b>
BODY TYPE <b>4C</b>	MODEL <b>SK1</b>	MSRP <b>25814</b>	ODOMETER REMARKS <b>ACTUAL MILES</b>
TITLE NO. <b>5205284-1313</b>	ISSUE DATE <b>09/19/2001</b>	TYPE OF TITLE <b>ORIGINAL</b>	BRAND

MAILING ADDRESS  
 DMV/PS NEVADA HIGHWAY PATROL  
 255 WRIGHT WAY  
 CARSON CITY NV 89712

OWNER(S) NAME AND ADDRESS  
 DMV/PS NEVADA HIGHWAY PATROL  
 355 WRIGHT WAY  
 CARSON CITY NV 89712

LIENHOLDER

RELEASE OF LIEN

INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED

\_\_\_\_\_  
 LIENHOLDER NAME BY SIGNATURE OF AUTHORIZED AGENT DATE

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES AND PUBLIC SAFETY, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN(S) AS SHOWN

CONTROL NO.  
**Q493010**

HD-2 (Rev. 10/98)

(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

255382

108,559

of 106 unit Reno

FEDERAL AND STATE LAW REQUIRE COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

TRANSFER OF OWNERSHIP. FAILURE TO STATE THE MILEAGE IN CONNECTION WITH THIS STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

TRANSFER OF OWNERSHIP. FAILURE TO STATE THE MILEAGE IN CONNECTION WITH THIS STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE

The Undersigned Hereby Certifies That the Vehicle Described in This Title Has Been Transferred to the Following Buyer(s):

Printed Name of Buyer(s)

AND OR

Printed Name of Buyer(s)

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING NO TENTHS

- The mileage stated is in excess of its mechanical limits.
The odometer reading is not the actual mileage.
Exempt - Model year over 9 yrs old.

Date of Sale

Signature of Seller(s)

Printed Name of Seller(s)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer(s)

Printed Name of Buyer(s)

FIRST REASSIGNMENT DEALER ONLY

The Undersigned Hereby Certifies That the Vehicle Described in This Title Has Been Transferred to the Following Buyer(s):

Printed Name of Buyer(s)

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING NO TENTHS

- The mileage stated is in excess of its mechanical limits.
The odometer reading is not the actual mileage.
Exempt - Model year over 9 yrs old.

Date of Sale

Dealer No.

Dealer's Name

Signature of Agent

Printed Name of Agent

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent

Printed Name of Buyer/Agent

SECOND REASSIGNMENT DEALER ONLY

The Undersigned Hereby Certifies That the Vehicle Described in This Title Has Been Transferred to the Following Buyer(s):

Printed Name of Buyer(s)

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING NO TENTHS

- The mileage stated is in excess of its mechanical limits.
The odometer reading is not the actual mileage.
Exempt - Model year over 9 yrs old.

Date of Sale

Dealer No.

Dealer's Name

Signature of Agent

Printed Name of Agent

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent

Printed Name of Buyer/Agent

LIEN

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:

Printed Name of LienHolder

Address

City

State

Zip Code

NOTE: PURCHASER MUST APPLY FOR NEW TITLE WITHIN 10 DAYS AFTER PURCHASE ALTERATION OR ERASURE VOIDS THIS TITLE

# PROPERTY DISPOSITION REPORT

**TO:** NEVADA STATE PURCHASING DIVISION  
 EXCESS PROPERTY MANAGEMENT PROGRAM  
 2250 BARNETT WAY  
 RENO, NV 89502  
 PH: (775) 684-1835 FAX: (775) 688-1503

**FROM:** Agency NHP Address: 555 WRIGHT WAY  
 CARSON CITY NV 89711  
 Phone 775-684-4982  
 Property location: RENO  
 Contact: Terry Lukas 684-4982

**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 ID #	DETAILED DESCRIPTION OF PROPERTY	OFFICE USE ONLY	
		FC or FD Doc	Warehouse #
255382	2001 CHEVROLET 1500 UNIT # 01-106		
	VIN # 1GCEK19T41E339352		
	STATE PURCHASING RENO		
	RENO TRUCK		
	<i>NEEDS PAINT AND Body Repair</i>		
	MILEAGE 108,559		
	HIGH MILEAGE		

TERRY LUKAS

AA IV

7/8/2014

Person completing this form \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
*Terry Lukas* *Asset Manager* *7/24/14*  
 Approving Authority \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

FOR PURCHASING USE ONLY

Screened By \_\_\_\_\_ Date \_\_\_\_\_ Estimated Pick Up Date \_\_\_\_\_

Brian Sandoval  
Governor



Julia Teska  
State Budget Director

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

Date: January 21, 2015  
To: Julia Teska, Clerk of the Board  
Department of Administration  
From: Stacey Johnson, Budget Analyst  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME FISCAL YEAR 2015  
2ND QUARTER REPORT AND FISCAL YEAR 2015 3RD QUARTER  
RECOMMENDATION.**

Agenda Item Write-up:

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter.

The 2nd Quarter fiscal year 2015 Victims of Crime Program report states all approved claims were resolved totaling \$6,782,707 with \$2,468,368 paid out of the Victims of Crime Program account and \$4,314,339 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$5.3 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 3rd quarter of FY 2015.

Statutory Authority:

BOE approval required pursuant to NRS 217.260.

REVIEWED: SB  
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](http://www.voc.nv.gov) | Northern Nevada: (775) 688-2900

January 16, 2015

To: Julia Teska, Clerk, Board of Examiners  
From: Bryan Nix, Coordinator, Victims of Crime Program  
Re: VOCP 2<sup>nd</sup> Quarter FY 2015 Report, and 3<sup>rd</sup> Quarter FY 2015 Recommendation

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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 2015, by benefit type. As this chart shows the VOCP satisfied **\$6,782,706.87** in victim medical bills and claims for **\$2,468,367.78** of available funding. After bill review and application of Board Policies we have had a total savings of **\$4,314,339.09** over the billed amount in fiscal year 2015.



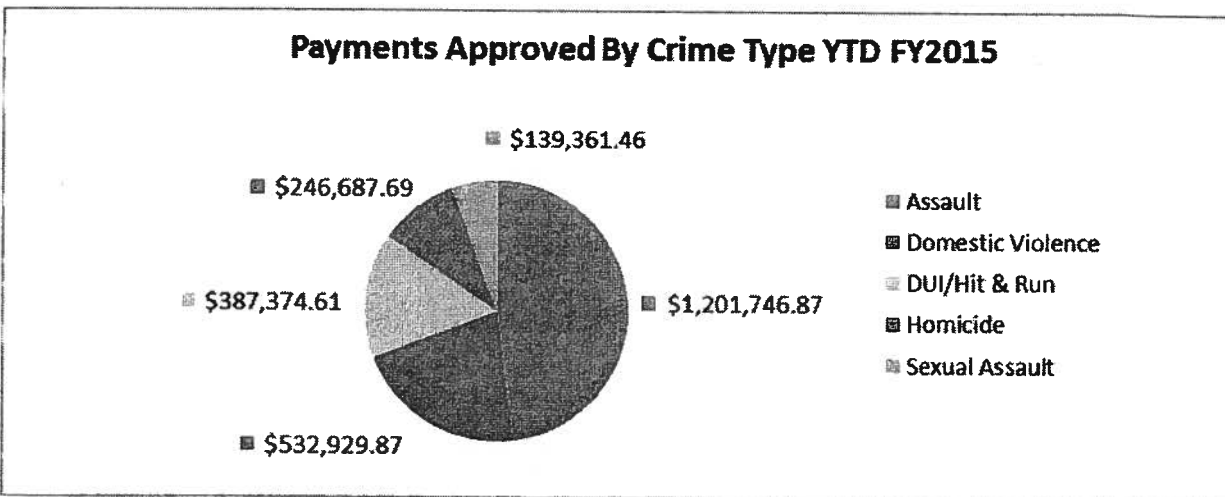
<b>Payment Amounts by Type Fiscal Year 2015</b>				
<b>Type of Expense</b>	<b>Number of Bills</b>	<b>Total Victim Bills Submitted</b>	<b>Amount Saved by Bill Review</b>	<b>Amount Paid to Providers</b>
Chiropractic/Physical Therapy	219	156,147.60	42,032.27	114,115.33
Counseling	1343	377,300.94	118,670.37	258,630.57
Survivor Benefits	31	23,607.31	0.00	23,607.31
Dental	105	256,247.73	67,919.85	188,327.88
Discretionary*	211	209,353.98	1,687.60	207,666.38
Funeral Expense	77	205,517.23	1,685.09	203,832.14
Lost Wages	219	235,512.84	600.76	234,912.08
Medical - Hospital	208	2,024,941.59	1,777,561.36	247,380.23
Medical - Other	957	1,044,722.03	538,785.99	505,936.04
Prescription	132	29,106.77	14.52	29,092.25
Vision	25	6,812.19	219.82	6,592.37
Pending Priority Three Payments 2nd Quarter 2015	390	2,213,436.66	1,765,161.46	448,275.20
<b>Total Payments YTD FY2015</b>	<b>3917</b>	<b>\$6,782,706.87</b>	<b>\$4,314,339.09</b>	<b>\$2,468,367.78</b>

\*Discretionary payments include: Relocations, Temporary Housing, Crime Scene Clean-up, etc.

\*\* There are **\$2,213,436.66** in pending Priority Three Claims (hospital bills, etc), which will be paid **\$448,275.20**, 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 2015.



### Financial Review

The chart on the next page shows projected revenues and fund balances, including reserves for FY 2015, and recommendations for 3<sup>rd</sup> quarter FY 2015 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.

<b>Financial Position and Third Quarter 2015 Projections</b>	
Projected Funds Available for Payments FY14 Less 45 Day Reserves	\$13,063,900.00
Less: 1st Quarter Payments	\$1,198,830.95
2nd Quarter Priority 1 & 2 Payments	\$821,261.63
2nd Quarter Priority 3 Payments	\$448,275.20
Total 2nd Quarter 2015 Payments	\$1,269,536.83
Projected Funds Available for Remainder of FY15 Less 45 Day Reserves	\$10,595,532.22
Projected Funds Available for 3rd Quarter FY15	\$5,297,766.11
Projected Payments 3rd Quarter FY15*	\$1,444,952.15
Projected Quarterly Funds Remaining After Payments - Add to Reserves	\$3,852,813.96
Projected Funds Available for FY15 Less 45 Day Reserves	\$9,150,580.07
<b>Recommended Priority 3 Payment Percentage 3rd Quarter FY15</b>	<b>100%</b>
*Average of last 6 quarters	

As required, a 45 day operating expense reserve of \$853,065.00 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 economic downturn. Our reserves for future claims stand at \$6.7 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 2<sup>nd</sup> quarter Priority Three payments at 100%, and we are projecting sufficient funds to continue paying all claims at 100% in the third quarter of fiscal year 2015.

### **Recommendation**

We are projecting Priority One and Two payments totaling **\$882,520.53** and projected Priority Three payments totaling **\$562,431.62**, for a total expense of **\$1,444,952.15** for the 3rd quarter.

After reserving **\$853,065.00** for 45 days operating expenses, our budget shows VOCP revenues and reserves available for 3<sup>rd</sup> quarter total **\$5,297,766.11**.

Based on these projections the VOCP recommends paying Priority One and Two and Three claims at **100%** of the approved amount for the 3<sup>rd</sup> quarter of FY 2015.

Brian Sandoval  
Governor



Julia Teska  
State Budget Director

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

Date: January 9, 2015  
To: Julia Teska, Clerk of the Board  
Department of Administration  
From: Brenda Berry, Budget Analyst IV *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 (DPBH) –  
PROVIDER AGREEMENT FORMS

Agenda Item Write-up:

The Division of Public and Behavioral Health is requesting Board of Examiners' approval of the Targeted Case Management provider agreement form to enable them to enter into an agreement with providers to provide services for individuals with serious mental illness.

Statutory Authority:

NRS 433.354

REVIEWED: <u>   <i>JH</i>   </u>
ACTION ITEM: _____

**BRIAN SANDOVAL**  
*Governor*

**ROMAINE GILLILAND**  
*Director*

STATE OF NEVADA



**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, NV 89706

Telephone: (775) 684-4262 · Fax: (775) 684-4211

December 29, 2014

**MEMORANDUM**

**TO:** Brenda Berry  
*Budget Analyst*  
*Budget Division*

**THROUGH:** Romaine Gilliland  
*Director*  
*Department of Health and Human Services*

**FROM:** Dr. Tracey Green  
*Nevada Chief Medical Officer*  
*Division of Public and Behavioral Health*

**SUBJECT:** Requested approval of a revised provider agreement

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The Division of Public and Behavioral Health (DPBH) requests the approval of the enclosed provider agreement revision. It has been revised to include Targeted Case Manager (TCM) providers with the Mental Health Administration Program.

This revised provider agreement will allow our Division, and the Mental Health Program the ability to provide necessary services for the Medicaid clients we serve. These agreements will be used for procuring authorized providers throughout the state. The provision of service must be based on medical necessity. TCM services must be provided in compliance with DPBH policies BHO: 003 – Service Delivery Model and BHO-006, Service Coordination/Case Management. TCM Services must also be provided according to the most recent Medicaid Services Manual (MSM), Chapter 2500 Case Management. Services are based on the assessed case management needs of the individual and provided through an established DPBH prior authorization process.

The proposed provider agreement has been reviewed and approved by the Deputy Attorney General that serves our division.

Please contact me if you have any questions regarding this request.

**RECEIVED**

JAN 06 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

Public Health: Working for a Safer and Healthier Nevada

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

*Richard Whitley* 1/5/15  
for Richard Whitley, MS Date

Administrator,  
Public and Behavioral Health  
Title

*Ellen M. Beceles* 1/5/15  
for Romaine Gilliland Date

Director,  
Department of Health and Human Services  
Title

\_\_\_\_\_  
Signature for Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:  
*[Signature]*  
Deputy Attorney General for Attorney General

On \_\_\_\_\_  
(Date)

On 12/30/14  
(Date)

# PROVIDER AGREEMENT FOR SERVICES OF TARGETED CASE MANAGEMENT

An Agreement between the State of Nevada  
Acting by and Through Its  
Department of Health and Human Services  
Division of Public and Behavioral Health  
**Mental Health Administration**  
4150 Technology Way Suite 300  
Carson City, NV 89706  
Ph: (775) 684-5959 · Fax: (775) 684-5966  
Contact: Brandi Johnson

And

**TCM Provider Name**  
Street address  
City, State Zip code  
Ph: (123) 456-7890 · Fax: (123) 456-7890

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

WHEREAS, it is deemed that the services of the Provider are 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 shall not become effective until and unless approved by the Administrator of the Nevada Division of Public and Behavioral Health.
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. "Provider" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Provider Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **PROVIDER AGREEMENT TERM.** This Provider Agreement shall be effective **from Start date (or upon approval) to End date**, unless sooner terminated by either party as specified in paragraph 10.
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Provider Agreement 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 the scope of work shall be specifically described; this Provider Agreement incorporates the following attachments in descending order of constructive precedence; a Provider'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 Provider Agreement:

ATTACHMENT AA: SCOPE OF WORK  
ATTACHMENT BB: BUSINESS ASSOCIATE ADDENDUM

6. **CONSIDERATION.** The parties agree that Provider will provide the services specified in paragraph 5 at a cost of **[\$Rates detailed in the Medicaid State Plan]**, with the total Provider Agreement Authority payable not to exceed **[\$Total authority]**. The State does not agree to reimburse Provider for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods and/or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for goods and/or services as submitted to and accepted by the Provider. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Provider Agreement 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 Provider Agreement are also specifically a part of this Provider Agreement and are limited only by their respective order of precedence and any limitations specified.
8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the Provider Agreement and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Provider to an administrative fee not to exceed \$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 Provider.
9. INSPECTION & AUDIT.
- a. Books and Records. Provider 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. Provider agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Provider 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 Provider 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 Provider Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in the Provider Agreement. 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 Provider Agreement, 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. PROVIDER AGREEMENT TERMINATION.
- a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Provider Agreement 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 Provider Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Provider Agreement, and Provider 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 Provider Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
    - i. If Provider fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Provider Agreement within the time requirements specified in this Provider Agreement 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 Provider to provide the goods or services required by this Provider Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
    - iii. If Provider 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 Provider Agreement and any such breach impairs Provider'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 Provider, or any agent or representative of Provider, 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 Provider has failed to disclose any material conflict of interest relative to the performance of this Provider Agreement.
  - 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 (4), and the subsequent failure of the defaulting party within 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 Provider Agreement 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 that are undisputed and otherwise not subject to set off under this Provider Agreement. 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. Provider 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. Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Provider Agreement if so requested by the Contracting Agency;
- iv. Provider shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (20).

11. **REMEDIES.** Except as otherwise provided for by law or this Provider Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, 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 \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Provider to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Provider Agreement 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 Provider Agreement, but not yet paid to Provider, for the fiscal year budget in existence at the time of the breach. Damages for any Provider breach shall not exceed 150% of the Provider Agreement maximum "not to exceed" value. Provider's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Provider Agreement 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 Provider Agreement after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider 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 Provider, its officers, employees and agents.

15. **INDEPENDENT PROVIDER.** Provider is associated with the State only for the purposes and to the extent specified in this Provider Agreement, and in respect to performance of the contracted services pursuant to this Provider Agreement, Provider is and shall be an independent Provider and, subject only to the terms of this Provider Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Provider Agreement. Nothing contained in this Provider Agreement 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 Provider or any other party. Provider 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 Provider 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. Provider 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. The Provider nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Provider shall evaluate the nature of services and term negotiated in order to determine "independent Provider" status and shall monitor the work relationship throughout the term of the Provider Agreement to ensure that the independent Provider relationship remains as such. To assist in determining the appropriate status (employee or independent Provider), Provider represents as follows:

	<u>Provider's Initials</u>	
	YES	NO
1. Does the Contracting Agency have the right to require control of when, where and how the independent Provider is to work?	_____	_____
2. Will the Contracting Agency be providing training to the independent Provider?	_____	_____
3. Will the Contracting Agency be furnishing the independent Provider with worker's space, equipment, tools, supplies or travel expenses?	_____	_____



- 4. Are any of the workers who assist the independent Provider in performance of his/her duties employees of the State of Nevada? \_\_\_\_\_
- 5. Does the arrangement with the independent Provider 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 Provider is terminated for failure to perform? \_\_\_\_\_
- 7. Is the independent Provider 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, Provider, as an independent Provider and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Provider Agreement. The Provider shall not commence work before:

- 1) Provider 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 Provider.

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

**Insurance Coverage:** The Provider shall, at the Provider's sole expense, procure, maintain and keep in force for the duration of the Provider Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Provider and shall continue in force as appropriate until the latter of:

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

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Provider 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 Provider Agreement, an insurer or surety shall fail to comply with the requirements of this Provider Agreement, as soon as Provider has knowledge of any such failure, Provider shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance WAIVER**

- 1) Provider shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease.

If this Provider Agreement is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Provider's workers' compensation insurance policy.

- 3) If the Provider qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:
  - \$ WAIVED** General Aggregate
  - \$ WAIVED** Products & Completed Operations Aggregate
  - \$ WAIVED** Personal and Advertising Injury
  - \$ WAIVED** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent

contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: **\$ WAIVED** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).  
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: **\$ 1,000,000.00** Each Claim.
- 2) Retroactive date: Prior to commencement of the performance of the Provider Agreement.
- 3) Discovery period: Three (3) years after termination date of Provider Agreement.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy."

**Commercial Crime Insurance**

Minimum Limit required: **\$ WAIVED** Per Loss for Employee Dishonesty.  
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

**Performance Security**

Amount required: **\$ WAIVED**

- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
- 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Provider Agreement to Provider.
- 3) Upon successful Provider Agreement completion, the security and all interest earned, if any, shall be returned to the Provider.

**General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Provider, *The State of Nevada and its officers, employees and immune contractors* as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Provider Agreement.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 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 Provider 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 Provider from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten 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 below.
- 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, Provider 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 Provider.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , 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 Underlyer 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 Provider. Neither approval by the State nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide the insurance required by this Provider Agreement. Compliance with the insurance requirements of this Provider Agreement shall not limit the liability of Provider or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Provider Agreement 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.

**Division of Public & Behavioral Health**

**Attn: Contract Manager**

**4150 Technology Way, Suite #300**

**Carson City, NV 89706**

**Mail all required insurance documents to the Contracting Agency at address specified above.**

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Provider shall procure and maintain for the duration of this Provider Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Provider Agreement. Provider 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 Provider in accordance with NRS 361.157 and 361.159. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Provider Agreement. 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 Provider Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Provider Agreement is held to be unenforceable by a court of law or equity, this Provider Agreement 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 Provider Agreement unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Provider Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Provider Agreement, 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 Provider Agreement. Provider shall not assign, transfer or delegate any rights, obligations or duties under this Provider Agreement 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 Provider Agreement), or any other documents or drawings, prepared or in the course of preparation by Provider (or its subcontractors) in performance of its obligations under this Provider Agreement shall be the exclusive property of the State and all such materials shall be delivered into State possession by Provider upon completion, termination, or cancellation of this Provider Agreement. Provider shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Provider's obligations under this Provider Agreement 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 Provider may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Provider may clearly label individual documents as a "trade secret" or "confidential" provided that Provider 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. If a public records request for a labeled document is received by the State, the State will notify Provider of the request and delay access to the material until seven working days after notification to Provider. Within that time delay, it will be the duty of Provider to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

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

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Provider Agreement:
- Provider certifies, by signing this Provider Agreement, 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.
  - Provider 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.
  - Provider 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, state or local law, or otherwise, that no funding associated with this Provider Agreement 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:
- Any federal, state, county or local agency, legislature, commission, counsel, or board;
  - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
  - Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel, or board.
26. **WARRANTIES.**
- General Warranty.** Provider warrants that all services, deliverables, and/or work product under this Provider Agreement 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.
  - System Compliance.** Provider 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. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Provider Agreement on behalf of each party has full power and authority to enter into this Provider Agreement. Provider acknowledges that as required by statute or regulation this Provider Agreement is effective only for the period of time specified in the Provider Agreement. Any services performed by Provider before this Provider Agreement is effective or after it ceases to be effective are performed at the sole risk of Provider.
28. **GOVERNING LAW; JURISDICTION.** This Provider Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Provider Agreement.
29. **ENTIRE PROVIDER AGREEMENT AND MODIFICATION.** This Provider 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 Provider Agreement specifically displays a mutual intent to amend a particular part of this Provider Agreement, general conflicts in language between any such attachment and this Provider Agreement shall be construed consistent with the terms of this Provider Agreement. Unless otherwise expressly authorized by the terms of this Provider Agreement, no modification or amendment to this Provider Agreement 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.

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

\_\_\_\_\_  
Provider Signature Date

\_\_\_\_\_  
for Richard Whitley, MS Date

\_\_\_\_\_  
Title

Administrator  
Public and Behavioral Health  
\_\_\_\_\_  
Title

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

\_\_\_\_\_  
Date

## ATTACHMENT AA

### Scope of Work and Deliverables

#### 1. Purpose:

This Agreement is made by and between the Division of Public and Behavioral Health (DPBH) and the authorized Targeted Case Management (TCM) provider. This Agreement establishes roles and responsibilities between DPBH and the authorized TCM provider. Only a TCM provider who has signed this Agreement will be authorized to provide TCM services on behalf of DPBH. All TCM services must be prior authorized by DPBH. DPBH does not reimburse for TCM services; reimbursement for TCM services is through the Division of Health Care Financing and Policy (DHCFP).

#### References:

The TCM provider must adhere to all Division of Health Care Financing and Policy (DHCFP) and Medicaid policies, procedures, and guidelines:

- <http://dhcftp.nv.gov/MSM%20Table%20of%20Contents.htm>
- <http://www.medicaid.nv.gov/>

#### 2. Terms:

DPBH will assess the clients' case management needs and prior authorize the appropriate TCM service units to be provided by the authorized provider. DPBH is not responsible or liable to reimburse the provider for TCM services. DPBH makes no assurances or guarantees that DHCFP will reimburse the provider for TCM services.

#### 3. Overview:

It is DPBH's policy to support and promote the delivery of TCM services to persons with serious mental illness (SMI). The provision of service must be based on medical necessity. TCM services must be provided in compliance with DPBH policies BHO: 003 – Service Delivery Model and BHO-006, Service Coordination/Case Management. TCM Services must also be provided according to the most recent Medicaid Services Manual (MSM), Chapter 2500 Case Management. Services are based on the assessed case management needs of the individual and provided through an established DPBH prior authorization process.

#### 4. Scope of Work:

This policy and procedure applies to the authorized TCM provider.

DPBH will:

- TCM Training Plan: Establish and manage a TCM training plan.
- SMI Determinations: Conduct SMI determinations.

- Utilization Management: Uphold the following monthly service level limitations.

<b>LOCUS LEVEL</b>	<b>Maximum Number of Monthly Services</b>
III	15 hours per calendar month
IV	20 hours per calendar month
V	25 hours per calendar month
VI	30 hours per calendar month

- Prior Authorizations: Conduct prior authorizations for TCM services.
- Quality Assurance Oversight: Ensure TCM provider have in place and maintain TCM quality assurance programs.

Authorized TCM Provider Qualifications:

- Minimum qualification of a case manager providing services for NON-SMI (serious mental illness) adults is a service coordinator with a bachelor's degree in a health-related field, Registered Nurse (RN), Master's level professional (LCSW or LMFT), Advanced Practice Registered Nurse (APRN) in mental health, psychologist, or mental health professional who works under the direct supervision of a person listed above.
- Minimum qualification of a case manager providing services for SMI (serious mental illness) adults (can only be provided by a state agency or organization affiliated with the University of Nevada School of Medicine) are a case manager with a Bachelor's degree in a health-related field, Registered Nurse (RN), Master's level professional (LCSW or LMFT), APRN in mental health, psychologist, or mental health professional who works under the direct supervision of a person listed above.
- The minimum qualifications of a case manager providing services for a NON-SED (severe emotional disorder) children and adolescents are a case manager with a Bachelor's degree in a health related field, Doctorate degree and license in psychology, RN, Master's level professional (LCSW or LMFT), APRN in mental health, or a mental health professional who works under the direct supervision of a person listed above, and LCSW or LMFT interns that are supervised within the scope of their license.
- Minimum qualifications of a case manager providing services for SED (severe emotional disorder) children and adolescents (can only be provided by a state agency or organization affiliated with the University of Nevada School of Medicine) are a case manager with a Bachelor's degree in a health-related field, RN, Master's level professional (LCSW or LMFT), APRN in mental health, psychologist, or mental health professional who works under the direct supervision of a person listed above.

Authorized TCM Provider will:

- Enroll with Medicaid: TCM provider must enroll directly with Medicaid.

- Policies and Procedures: Comply with Medicaid Services Manual (MSM), chapters 100, 2500 and the Addendum; provider type 54 billing guide; and BHO: 003 – Service Delivery Model and BHO-006, Service Coordination/Case Management.
- TCM Training: Train servicing provider on the delivery of TCM services.
- Prior Authorization: Only provide TCM services that have been prior authorized by DPBH.
- Utilization Management: Only provide medically necessary TCM services within established monthly service limitations.
- Care Plans: Create person-centered care plans.
- Quality Assurance Program: Establish and manage TCM quality assurance programs. Provide documentation of quality assurance planning and related activities upon request by DPBH.
- Claims: TCM provider must submit their claims directly to DHCFP for payment in accordance with the Medicaid State Plan AND only submit claims for those clients/services DPBH has prior authorized.
- Service Completion and Client Transfer: TCM provider will ensure appropriate completion of case management services in accordance with the care and discharge plans. In the event the TCM provider cannot continue to provide the prior authorized TCM services, the provider must coordinate with DPBH and the client to ensure appropriate care coordination and transfer of the client.



**ATTACHMENT BB**  
**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

Division of Public and Behavioral Health  
Mental Health Administration

---

Hereinafter referred to as the "Covered Entity"

and

TCM Provider

---

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment,

payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.

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

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and

subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.

14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

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

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

#### IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

#### V. TERM AND TERMINATION

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

#### VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

THIS SPACE INTENTIONALLY LEFT BLANK

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

**Covered Entity**

**Business Associate**

**Division of Public and Behavioral Health  
4150 Technology Way, #300  
Carson City, NV 89706**

**Phone: (775) 684-5975**

**Fax: (775) 684-4211**

Business Name

Business Address

Business City, State and Zip Code

Business Phone Number

Business Fax Number

Authorized Signature

for Richard Whitley, MS

Print Name

Administrator,  
Division of Public and Behavioral Health

Title

Date

Authorized Signature

Print Name

Title

Date

For Budget Division Use Only	
Reviewed by: <i>ETA</i>	11/15/14
Reviewed by:	12/18/14
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Administration, Division of Human Resources  
100 North Stewart Street, Suite 200  
Carson City, Nevada 89701-4213  
Shelley Blotter (775) 684-0105; Fax: (775) 687-1150; sblotter@admin.nv.gov  
Lee-Ann Easton, (775) 684-0101; leaston@admin.nv.gov

2. Name of Landlord (Lessor): The Trust For The Methodist Development of The First United Methodist Church of Carson City, Nevada

3. Address of Landlord: c/o Carson Properties  
187 Sonoma Street  
Carson City, Nevada 89701

4. Property contact: Terry Yeager (775) 882-3211  
TerryYeager@carsoncommercial.com

5. Address of Lease property: 400 West King Street, Suite 406  
Carson City, Nevada 89703-4256

a. Square Footage:  Rentable  Usable 1,610

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot	
Increase %					
\$0.00	1 mo 17 days	\$0.00	January 15, 2015 - February 28, 2015	\$0.00	
\$1,932.00	12	\$23,184.00	March 1, 2015 - February 29, 2016	\$1.20	
0%	\$1,932.00	12	\$23,184.00	March 1, 2016 - February 28, 2017	\$1.20
3%	\$1,996.40	12	\$23,956.80	March 1, 2017 - February 28, 2018	\$1.24
0%	\$1,996.40	12	\$23,956.80	March 1, 2018 - February 28, 2019	\$1.24
3%	\$2,060.80	12	\$24,729.60	March 1, 2019 - February 29, 2020	\$1.28

c. Total Lease Consideration: 61 mo, and 17 days \$119,011.20

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 years 1 months and 17 days

g. Pass-thrus/CAM/Taxes:  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: \$1.30 - \$1.50

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 1363

6. Purpose of the lease: To house the Department of Administration, Division of Human Resources

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: \$1,827.00 Furnishings: \$24,364.00 Data/Phones: \$2,435.00

Remarks: The current State office located in the NSLA building does not provide the appropriate level of privacy necessary to conduct highly confidential personnel related business. This newly negotiated full service lease is an increase of 510 square feet of office space.

Exceptions/ Special notes: A one time security installation cost for cameras is \$2,662.00

**RECEIVED**  
NOV 18 2014  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

Lease # 1



**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL of EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDE IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No AB Dec Unit 1063/10

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET** C316.39

ABlonter for L. Easton 11/14/14  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV19861025336</u>	Expiration date:	<u>N/A</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>T29000736</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

[Signature] 11.18.14  
Authorized Signature Date  
Public Works Division  
 do For Board of Examiners  YES  NO

lease# 1

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	1-24-15
Reviewed by:	1/27/15
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Administration  
Public Works Division  
515 East Musser Street, Suite 102  
Carson City, Nevada 89701  
Chris Chimits 775.684.4111 Fax: 775.684.4142 cpchimits@admin.nv.gov

2. Name of Landlord (Lessor): JS Park Sahara, LLC

3. Address of Landlord: c/o The Saunders Property Company  
Optima Asset Management Services, Inc.  
1600 Dove Street, Suite 480  
Newport Beach, California 92660

4. Property contact: Kem Braswell  
949.852.0900 Fax: 949.752.5113 kem@optimaasset.com

5. Address of Lease property: 1830 East Sahara Avenue, Suite 204  
Las Vegas, Nevada 89104

a. Square Footage:  Rentable  
 Usable 2,269

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Cost per square foot
\$2,269.00	12	\$27,228.00	March 1, 2015 - February 29, 2016	\$ 1.00
\$2,382.45	12	\$28,589.40	March 1, 2016 - February 28, 2017	\$ 1.05

Increase % 5%

c. Total Lease Consideration: 24 \$55,817.40

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: Two (2) Years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: \$1.64 - \$2.45

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 1562

6. Purpose of the lease: To House the Public Works Division

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 renewal and extension of an existing lease for two additional years has an increase of \$4,084.20, or 7.32% over the lease term.

Exceptions/ Special notes: NOTE: This lease is substantially below current market rates.

**RECEIVED**

JAN 22 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

*Lease #2*

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET \_\_\_\_\_**

Authorized Agency Signature

Date

*1-16-15*

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20051400133</u>	<u>6/30/2015</u>	10
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>
	LLP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If no please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If no please explain in exceptions section			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T29007659</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

Date

*1-16-15*

II  
For Board of Examiners  YES  NO

*Lease #2*

For Budget Division Use Only	
Reviewed by: <i>EAC</i>	<i>11/13/15</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada State Board of Chiropractic Examiners  
4600 Kietzke Lane, Suite M-245  
Reno, Nevada 89502  
Cindy Wade (775) 688-1923; fax: (775) 688-1920; chirobd@chirobd.nv.gov  
Dr. David Rovetti (775) 233-9543; drovetti@chirobd.nv.gov

2. Name of Landlord (Lessor): Kietzke Office Complex, LLC

3. Address of Landlord: 4600 Kietzke Lane, G-170  
Reno, Nevada 89502

4. Property contact: Lorrie Desiderio (775) 825-5311, lorrie@desprop.net  
fax: (775) 825-5396  
Fred Desiderio

5. Address of Lease property: 4600 Kietzke Lane, M-245  
Reno, Nevada 89502

a. Square Footage:  Rentable  
 Usable 890

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$894.50	1	\$894.50	May 1, 2015 - May 31, 2015	\$1.30
\$1,157.00	11	\$12,727.00	June 1, 2015 - April 30, 2016	\$1.30
0% \$1,157.00	12	\$13,884.00	May 1, 2016 - April 30, 2017	\$1.30
2% \$1,183.70	12	\$14,204.40	May 1, 2017 - April 30, 2018	\$1.33
0% \$1,183.70	12	\$14,204.40	May 1, 2018 - April 30, 2019	\$1.33
2% \$1,210.40	12	\$14,524.80	May 1, 2019 - April 30, 2020	\$1.36

Increase %

c. Total Lease Consideration: 60 \$70,439.10

d. Option to renew:  Yes  No 90 Renewal terms: One identical lease term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Five (5) years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: \$1.50 - \$1.70

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: B005

6. Purpose of the lease: To house the Chiropractic Physicians' Board of Nevada

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 is a renewal and extension of an existing lease with an increase of \$2,282.10 or 3.35% over the term of the lease. The previously paid \$262.50 security deposit has been refunded and applied to the first month's payment.

Exceptions/ Special notes:

**RECEIVED**  
JAN 07 2015  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

*Lease # 3*

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

N/A

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET \_\_\_\_\_

Chris Wade Apr. 6, 2015  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20071118750</u>	Exp:	<u>8/31/2015</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: *If yes, please explain in exceptions section	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
d. Is the Contractor's Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?				
g. State of Nevada Vendor number:	<u>T27020158</u>	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO

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

[Signature]  
Authorized Signature  
Public Works Division

4-6-15  
Date

do  
For Board of Examiners  YES  NO

Lease #13

For Budget Division Use Only	
Reviewed by: <i>EAC</i>	<i>1/13/15</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency:  Debbie Machen  
 Executive Director  
 State of Nevada Board of Veterinary Medical Examiners  
 4600 Kietzke Lane, O-265  
 Reno, Nevada 89502  
 Phone 775 688-1788/Fax 775 688-1808  
 vetbinfo@vetboard.nv.gov

2. Name of Landlord (Lessor):  Kietzke Office Complex, LLC

3. Address of Landlord:  4600 Kietzke Lane, G-170  
 Reno, Nevada 89502

4. Property contact: Lorrie Desiderio (775) 825-5311, fax: (775) 825-5396 lorrie@desprop.net  
 Fred Desiderio

5. Address of Lease property:  4600 Kietzke Lane, O-265  
 Reno, Nevada 89502

a. Square Footage:  Rentable  
 Usable 1,358

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$1,765.40	12	\$21,184.80	May 1, 2015 - April 30, 2016	\$1.30
0% \$1,765.40	12	\$21,184.80	May 1, 2016 - April 30, 2017	\$1.30
2% \$1,806.14	12	\$21,673.68	May 1, 2017 - April 30, 2018	\$1.33
0% \$1,806.14	12	\$21,673.68	May 1, 2018 - April 30, 2019	\$1.33
2% \$1,846.88	12	\$22,162.56	May 1, 2019 - April 30, 2020	\$1.36

Increase %

c. Total Lease Consideration: 60 \$107,879.52

d. Option to renew:  Yes  No 90 Renewal terms: One (1) identical lease term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Five years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: \$1.50 - \$1.70

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: B006

6. Purpose of the lease: To house the Board of Veterinary Medical Examiners.

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 is a renewal and extension of an existing lease with an increase of \$1,955.52 or 1.85% over the term.

Exceptions/  
Special  
notes:

**RECEIVED**

**JAN 07 2015**

DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET DIVISION

*Lease #4*

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes  No  Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET \_\_\_\_\_

Debbie Malcher 1-3-15  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20071118750</u>	Exp:	<u>8/31/2015</u>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T27020158</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

[Signature] 1-6-15  
Authorized Signature Date  
Public Works Division  
do For Board of Examiners  YES  NO

Lease #4

TG  
1-8-14

For Budget Division Use Only	
Reviewed by: TG	1-8-14
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Employment, Training and Rehabilitation  
Employment Security Division  
500 East Third Street  
Carson City, Nevada 89701  
Brandon Taylor: (775) 684-3901; Fax: (774) 684-3848; bataylor@nvdetr.org  
Renee Olson (775) 684-3909; rolson@nvdetr.org

2. Name of Landlord (Lessor): Jerad Chao  
North Carson Street, LLC

3. Address of Landlord: North Carson Street, LLC  
2527 Brickfield Court  
Thousand Oaks, California 91362

4. Property contact: c/o John Uhart  
301 W. Washington Street #1  
Carson City, NV 89703-3945  
Telephone: (775) 884-1896; (cell) (775) 741-3015; Fax: (775) 884-4896  
jfhart@ccim.net

5. Address of Lease property: 1923 North Carson Street ✓  
Carson City, Nevada 89701

a. Square Footage:  Rentable  
 Usable 30,528 ✓

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$45,792.00	12	\$549,504.00 ✓	March 1, 2015 - February 29, 2016	\$1.50
\$45,792.00	12	\$549,504.00 ✓	March 1, 2016 - February 28, 2017	\$1.50
\$47,318.40	12	\$567,820.80 ✓	March 1, 2017 - February 28, 2018	\$1.55
\$47,318.40	12	\$567,820.80 ✓	March 1, 2018 - February 28, 2019	\$1.55
\$48,844.80	12	\$586,137.60 ✓	March 1, 2019 - February 29, 2020	\$1.60

Increase %

c. Total Lease Consideration: 60 \$2,820,787.20 ✓

d. Option to renew:  Yes  No 90 Renewal terms: One identical lease term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Five (5) years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: \$1.30 - \$1.50

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4770, 3273

6. Purpose of the lease: To house the Department of Employment, Training and Rehabilitation

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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OFFICE OF THE DIRECTOR

Estimated Moving Expenses: \$ N/A Furnishings: \$ N/A Data/Phones: \$ N/A

Remarks: This is a renewal of an existing full service lease with an increase of \$128,217.60 or 4.76% over the five year term. Lessor is providing tenant improvements consisting of paint and re-carpet in various locations; restrooms tile, grout and replace light fixtures as necessary; and re-stain the kitchen cabinets. All carpeting will be in carpet squares.

Exceptions/ Special notes:

Lease #5



**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET** \_\_\_\_\_

  
Authorized Agency Signature                      Date 1/5/15


For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20041274649</u>	Expiration date:	<u>11/30/15</u>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T27010077</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 1-6-15  
Public Works Division  
do  
For Board of Examiners     YES     NO

Lease #5



For Budget Division Use Only	
Reviewed by: <i>Eck</i>	11/13/15
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  
 Don Coston 775.684.0652 fax: 775.684.0656 dxcoston@dwss.nv.gov

2. Name of Landlord (Lessor): Synergy NV, LLC

3. Address of Landlord: 1625 Highway 88, Suite 203  
 Minden, Nevada 89423

4. Property contact: Cole Smith  
 775.690.2916 fax: 775.782.5180 cole@e-snrg.com

5. Address of Lease property: 1000 C Street  
 Hawthorne, Nevada 89415

a. Square Footage:  Rentable  Usable 1,723

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$1,533.47	12	\$18,401.64	February 1, 2015 - January 31, 2016	\$0.89
\$1,533.47	12	\$18,401.64	February 1, 2016 - January 31, 2017	\$0.89
\$1,602.39	12	\$19,228.68	February 1, 2017 - January 31, 2018	\$0.93
\$1,602.39	12	\$19,228.68	February 1, 2018 - January 31, 2019	\$0.93
\$1,636.85	12	\$19,642.20	February 1, 2019 - January 31, 2020	\$0.95

Increase %

c. Total Lease Consideration: 60 \$94,902.84

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/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: After every effort to obtain this information, the Market Rate is not available for this rural area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3233

6. Purpose of the lease: To house the Department 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

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This gross modified renewal is an extension of an existing lease and contains a weighted average increase of 3.15% over the five year term.

Exceptions/ Special notes:

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 OFFICE OF THE DIRECTOR  
 BUDGET DIVISION

Lease #6



For Budget Division Use Only	
Reviewed by: <b>EMK</b>	<b>11/13/15</b>
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  
 Don Coston 775.684.0652 fax: 775.684.0681 dxcoston@dwss.nv.gov

2. Name of Landlord (Lessor): Rancho Pavilion, LLC

3. Address of Landlord: 23586 Calabasas Road, Suite 100  
 Calabasas, California 91302

4. Property contact: Transwestern Commercial Realty, LLC  
 dba. Sperry Van Ness  
 8068 West Sahara Avenue, Suite E  
 Las Vegas, Nevada 89117  
 Sharyn Briese 702.701.9123 fax: 702.851.9070 sbriese@svnlv.com

5. Address of Lease property: 701 North Rancho Boulevard  
 Las Vegas, Nevada 89106

a. Square Footage:  Rentable  Usable 25,314 sqft office space plus 1,986 sqft warehouse space and 4,375 sq ft playground area

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$45,818.34	3	\$137,455.02	February 1, 2015 - April 30, 2015	\$1.81
3%	\$47,084.04	12	\$565,008.48	May 1, 2015 - April 30, 2016	\$1.86
3%	\$48,602.88	24	\$1,166,469.12	May 1, 2016 - April 30, 2018	\$1.92
2%	\$49,615.44	24	\$1,190,770.56	May 1, 2018 - April 30, 2020	\$1.96
2%	\$50,881.14	24	\$1,221,147.36	May 1, 2020 - April 30, 2022	\$2.01
<b>25,314 Office Space</b>			<b>\$4,280,850.54</b>		
1,986 Warehouse Space	\$1,290.90	15	\$19,363.50	February 1, 2015 - April 30, 2016	\$0.65
13%	\$1,489.50	72	\$107,244.00	May 1, 2016 - April 30, 2022	\$0.75
			<b>\$126,607.50</b>		
4,375 Playground Area	\$2,406.25	15	\$36,093.75	February 1, 2015 - April 30, 2016	\$0.55
4%	\$2,493.75	72	\$179,550.00	May 1, 2016 - April 30, 2022	\$0.57
			<b>\$215,643.75</b>		

c. Total Lease Consideration: 87 \$4,623,101.79

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: Seven (7) Years Three (3) Months

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: \$1.64 - \$2.45

l. Specific termination clause in lease: Breach/Default lack of funding

m. 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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**JAN 07 2015**  
 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET DIVISION

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

**Remarks:** This reiteration and extension of an existing full service lease was negotiated to provide a tenant improvement allowance not greater than \$24,500.00. This allowance shall be used towards any improvements against the Lessor's property and shall not be utilized towards personal property of the State. This lease contains a 4.64% increase over the term.

**Exceptions/Special notes:**

Lease #7

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDE IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes X No \_\_\_\_\_ Dec Unit N/A this is an extension of an existing lease. Rent is already being paid in FY15 budget.

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET \_\_\_\_\_

[Signature]  
Authorized Agency Signature                      12/23/14  
Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20051559588</u>	<u>8/31/2015</u>	79
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: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
f. Office?			
g. State of Nevada Vendor number:	<u>T27012122</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

[Signature]  
Authorized Signature                      1-6-15  
Date  
Public Works Division  
||  
For Board of Examiners                       YES                       NO

Lease #7

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	<i>WJ</i>
Reviewed by:	<i>1/20/15</i>

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada Department of Wildlife  
1100 Valley Road  
Reno, Nevada 89512  
Bob Haughian 775.688.1580 fax 775.688.1509 email bhaughian@ndow.org

2. Name of Landlord (Lessor): Racetrack Plaza, LLC

3. Address of Landlord: 3003 English Creek Avenue, Suite D-13A  
Egg Harbor Township, New Jersey 08234

4. Property contact: Jeffrey Kleeger  
239.896.0085 fax 609.569.0344 email jkleegerlaw@yahoo.com

5. Address of Lease property: 744 South Racetrack Road  
Henderson, Nevada 89015

a. Square Footage:  Rentable  Usable 2,000

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot	
\$3,980.00	12	\$47,760.00	March 1, 2015 - February 29, 2016	\$1.99	
Increase % 3%	\$4,100.00	12	\$49,200.00	March 1, 2016 - February 28, 2017	\$2.05
0%	\$4,100.00	12	\$49,200.00	March 1, 2017 - February 28, 2018	\$2.05
3%	\$4,220.00	12	\$50,640.00	March 1, 2018 - February 28, 2019	\$2.11

c. Total Lease Consideration: 48 \$196,800.00

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: Four (4) Years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Repairs: Major:  Landlord  Tenant Minor:  Landlord  Tenant

k. Comparable Market Rate: \$1.84 - \$2.44

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4461

6. Purpose of the lease: To house the 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: This is a renewal and extension of an existing lease with an increase of \$5,760.00 or 3.02% over the lease term.

Exceptions/ Special notes:

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DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

*Lease #8*

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDE IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes  No  Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET \_\_\_\_\_

[Signature] \_\_\_\_\_ Date 12/15/14

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20071315505</u>	<u>3/31/2015</u>	7
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	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
f. Office?			
g. State of Nevada Vendor number:	<u>T29034415</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

[Signature] \_\_\_\_\_ Date 12/23/14  
 Authorized Signature \_\_\_\_\_  
 Public Works Division Dep. Admin BGS

For Board of Examiners  YES  NO

Lease #8



### 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: **16292**

Agency Name: <b>DTCA - COMMISSION ON TOURISM</b>	Legal Entity Name: <b>FAHLGREN INC DBA FAHLGREN MORTINE</b>
Agency Code: <b>101</b>	Contractor Name: <b>FAHLGREN INC DBA FAHLGREN MORTINE</b>
Appropriation Unit: <b>1522-31</b>	Address: <b>4030 EASON STATION SUITE 300</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>COLUMBUS, OH 43219</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>MELISSA DYKSTRA 614-383-1500</b>
	Vendor No.: <b>T29035894</b>
	NV Business ID: <b>NV20121202601</b>

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Lodging Tax</b>

Agency Reference #: **RFP# 2084 AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **02/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **2 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Integrated Marketing**

5. Purpose of contract:

**This is a new contract to provide ongoing public relations, advertising, media buying and digital services to assist the Nevada Division of Tourism in achieving its goals. The contractor will be tasked with developing marketing plans and executing associated campaigns to promote Nevada as a tourism destination for domestic travelers.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,200,000.00**

Other basis for payment: Total contract or installments payable as services are provided esitimated to be \$5,000,000.00 in FY15; \$7,600,000.00 in FY16; and \$7,600,000.00 in FY17. Contract not to exceed \$20,200,000.00.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Tourism is tasked with developing a comprehensive program of marketing and advertising for both domestic and international markets that publicizes travel and tourism to all regions in Nevada. This contract focuses on the domestic traveler.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

To accomplish the above task, the Division of Tourism uses various channels to advertise Nevada's brand and generate awareness of Nevada as a world class destination, including, but not limited to, broadcast/cable television, print, digital and out-of-home. The Division of Tourism does not have the expertise within the staff to buy various types of media. In addition, the Division of Tourism would not be able to garner favorable buy rates, as we do not have the luxury of pooling our advertising dollars with other entities, whereas a media buying agency can negotiate rates on behalf of any or all of their respective clients. The Division of Tourism does not have the necessary media buying software that media buying agencies have.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has the experience and ranked among the top four scores for their technical and cost proposals and they were the highest scoring vendor selected by the evaluation committee base on their presentation.

d. Last bid date: 11/05/2014 Anticipated re-bid date: 12/15/2016

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?

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	dpeters3	12/30/2014 10:58:31 AM
Division Approval	dpeters3	12/30/2014 10:58:33 AM
Department Approval	dpeters3	12/30/2014 10:58:35 AM
Contract Manager Approval	amathies	01/05/2015 08:21:39 AM
Budget Analyst Approval	tgreenam	01/08/2015 14:12:13 PM
BOE Agenda Approval	myoun3	01/13/2015 10:02:00 AM



### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14275** Amendment Number: **3**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **MYERS & STAUFFER LC**

Agency Code: **403** Contractor Name: **MYERS & STAUFFER LC**

Appropriation Unit: **3158-04** Address: **4400 Cox Road Suite 110**

Is budget authority available?: **Yes** City/State/Zip: **Glen Allen, VA 23060**

If "No" please explain: **Not Applicable** Contact/Phone: **Sheryl Pannell 804-270-2200**

Vendor No.: **T81098965A**

NV Business ID: **NV20001070243**

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.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Audit**

5. Purpose of contract:

**This is the third amendment to the original contract, which continues ongoing accounting services to audit Managed Care Organizations, Patient Trust Funds, and cost reports of nursing facilities. This amendment adds language to the scope of work for the vendor's support to provide assistance with the Model Design of the State Innovation Model to be used for designing and developing a innovative payment and service delivery model. In addition, this amendment increases the maximum amount from \$6,026,741.00 to \$7,515,107.00 due to an increase in scope of work.**

#### 6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$5,257,105.00
2.	Total amount of any previous contract amendments:	\$769,636.00
3.	Amount of current contract amendment:	\$1,488,366.00
4.	New maximum contract amount:	\$7,515,107.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Federal and State mandates require specific audits and rate settings be conducted for hospitals being paid Medicaid funds.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or expertise to perform this 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?

Exempt per NAC333.150 2. (5)

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 in contract with the Division 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 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)?

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	Ikoehler	12/19/2014 16:43:48 PM
Division Approval	cmoriart	12/31/2014 09:00:27 AM
Department Approval	ecreceli	12/31/2014 16:57:39 PM
Contract Manager Approval	Ikoehler	01/02/2015 08:16:18 AM
Budget Analyst Approval	nhovden	01/13/2015 09:35:36 AM
BOE Agenda Approval	nhovden	01/13/2015 09:35:44 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **13439** Amendment Number: **11**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **DELOITTE CONSULTING LLP**

Agency Code: **407** Contractor Name: **DELOITTE CONSULTING LLP**

Appropriation Unit: **3228-50** Address: **4022 SELLS DR**

Is budget authority available?: **Yes** City/State/Zip: **HERMITAGE, TN 37076-2903**

If "No" please explain: **Not Applicable** Contact/Phone: **null615/882-7158**

Vendor No.: **T27024237**

NV Business ID: **NV20081436471**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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	<b>4.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>96.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **09/30/2016**

Termination Date:

Contract term: **4 years and 92 days**4. Type of contract: **Contract**Contract description: **HCR - Elig. Engine**

5. Purpose of contract:

**This is the eleventh amendment to the original contract, which continues development and implementation of the Health Care Reform Eligibility Engine (HCR-EE) that is a business rules engine to store all of the eligibility rules for the State of Nevada's publicly-subsidized health coverage programs in one place accessible to individuals shopping for health coverage from multiple entry points as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from \$45,389,067.35 to \$53,389,067.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders 45, 51, 52, 53 and 54.**

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$24,761,639.35
2.	Total amount of any previous contract amendments:	\$20,627,428.00
3.	Amount of current contract amendment:	\$8,000,000.00
4.	New maximum contract amount:	\$53,389,067.35

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Patient Protection and Affordable Care Act of 2010 (ACA) was signed into law. The Health Care Reform law mandates the creation of Health Benefit Exchanges that will allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs such as Medicaid and Children's Health Insurance Program (CHIP). Integrating the eligibility determination and enrollment processes for publicly-subsidized health coverage programs and providing seamless coordination between the Health Benefit Exchange, Medicaid and CHIP will be critical to providing a "one-stop shop" to coverage. The intent of the law is to allow an individual to supply a limited amount of information that can be used to determine whether he/she is eligible for coverage under any of the publicly-subsidized health coverage programs available in the State.

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?

Vendor was chosen based on a weighted average of evaluation criteria as determined by an evaluation committee of five (5).

d. Last bid date: 12/20/2011 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:

Contractor is currently under contract with DWSS and is 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	ewatson	12/19/2014 12:15:13 PM
Division Approval	msmit5	12/29/2014 15:24:01 PM
Department Approval	ecreceli	12/31/2014 16:56:42 PM
Contract Manager Approval	sneudaue	01/06/2015 08:08:55 AM

DoIT Approval  
Budget Analyst Approval  
BOE Agenda Approval

bbohm  
ekin4  
nhovden

01/07/2015 06:05:09 AM  
01/16/2015 10:07:27 AM  
01/16/2015 10:47:58 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: **15347** Amendment Number: **2**

Agency Name: **DHHS - WELFARE AND SUPPORT SERVICES** Legal Entity Name: **MAXIMUS HUMAN SERVICES**

Agency Code: **407** Contractor Name: **MAXIMUS HUMAN SERVICES**

Appropriation Unit: **3238-26** Address: **1891 Metro Center Drive**

Is budget authority available?: **Yes** City/State/Zip: **RESTON, VA 20190**

If "No" please explain: **Not Applicable** Contact/Phone: **null703/251-8500**

To what State Fiscal Year(s) will the contract be charged? **2014-2016** Vendor No.: **T32002765**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. NV Business ID: **NV20091030881**

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>66.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>34.00 % State Share of Collections</b>

Agency Reference #: **RFP #2055**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/08/2014**

Anticipated BOE meeting date **02/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2016**Contract term: **2 years and 84 days**4. Type of contract: **Contract**Contract description: **Feasibility Study**

## 5. Purpose of contract:

**This is the second amendment to the original contract, which provides a feasibility study for the modernization and/or replacement of the Child Support Enforcement Program (CSEP) computer system application that processes CSEP claims related to Nevada's citizens entitled to child support. This amendment increases the maximum amount from \$1,000,000.00 to \$1,812,295.00, revises the incorporated documents language by incorporating Attachment FF: Statement of Work - Business Process Reengineering Execution Phase, and revises Attachment AA - Deliverable Payment Schedule.**

## 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$812,295.00
4. New maximum contract amount:	\$1,812,295.00

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

Division of Welfare and Supportive Services (DWSS) requires automated computer systems to process CSEP claims related to Nevada's citizens entitled to child support. These systems are in need of modernization to better satisfy Federal and State processing mandates, upgrading of aging software architectures, and offsetting and avoiding expensive future maintenance costs.

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 #2055, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 11/04/2013 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?

Yes If "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 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	ewatson	12/22/2014 13:42:19 PM
Division Approval	msmit5	12/29/2014 15:25:18 PM
Department Approval	ecreceli	12/31/2014 15:38:37 PM
Contract Manager Approval	sneudaue	01/06/2015 08:09:53 AM
DoIT Approval	bbohm	01/07/2015 12:19:51 PM
Budget Analyst Approval	ekin4	01/07/2015 15:21:45 PM
BOE Agenda Approval	nhovden	01/14/2015 11:32:52 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **16275**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3727-35**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Gary Derner Trucking, Inc.

Contractor Name: **Gary Derner Trucking, Inc.**Address: **PO Box 574**City/State/Zip: **Minden, NV 89423-0574**

Contact/Phone: Gary Derner 775/691-7638

Vendor No.: T29035884

NV Business ID: NV19991284204

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2019**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Manure Removal**

5. Purpose of contract:

**This is a new contract to provide manure removal from the Department of Corrections, Prison Industries' Ranch. The ranch has approximately 8,000 tons of excess solid manure that can't be used in the compost operations at the ranch. Due to environmental concerns, the excess horse manure needs to be removed from the ranch.**

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 \$6.25 per ton

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Ranch boards approximately 1500 horses for the Bureau of Land Management. These horses produce a large quantity of manure. Due to environmental concerns, this manure must be disposed of in an appropriate manner. The contractor will load and truck excess manure to Bently Agrowdynamics' compost yard in Minden, Nevada. Bently Agrowdynamics has agreed to accept this manure at no charge to NDOC.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Ranch does not have the staffing to undertake such a huge project as this.**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?

Gary Derner Trucking, Inc. was the lowest bidder.

d. Last bid date:

Anticipated re-bid date: 11/15/2019

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	ddastal	12/29/2014 10:11:22 AM
Division Approval	dmartine	12/30/2014 10:20:40 AM
Department Approval	bfarris	12/30/2014 16:53:25 PM
Contract Manager Approval	jhardy	01/05/2015 14:45:20 PM
Budget Analyst Approval	cmurph3	01/07/2015 08:08:44 AM
BOE Agenda Approval	sbrown	01/13/2015 11:19:41 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: <b>15877</b>	Amendment Number: <b>1</b>
Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: <b>M3 PLANNING DBA</b>
Agency Code: <b>550</b>	Contractor Name: <b>M3 PLANNING DBA</b>
Appropriation Unit: <b>1362-04</b>	Address: <b>ONSTRATEGY PO BOX 8021</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89507-8021</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/747-7407
	Vendor No.: T29034414A
	NV Business ID: NV20031269093

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/18/2014**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2015**

Contract term: **285 days**

4. Type of contract: **Contract**

Contract description: **M3 Planning - Survey**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides the mandated survey of the Food & Nutrition's Commodity Food Program. This amendment increases the maximum amount from \$33,630 to \$98,634 due to the difficulty of collecting and analyzing data from private industries. The process has become more involved than originally estimated.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$33,630.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$65,004.00
4. New maximum contract amount:	\$98,634.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

As Contract# 15422 was being performed, the Food & Nutrition's Commodity Food Program realized that it needed to expand the Scope and Time of its Meetings in order to meet one of Governor Sandoval's Core Function of Government: Food Security. The Commodity Food Program needed to expand its scope dramatically to meet the requirement for a Statewide Community Needs Assessment. The vendor has started helping the program to undertake a comprehensive cost/benefit analysis of the current Commodity/Food delivery system, perform a survey of all stakeholders on how they are served, develop infrastructure standards for streamlining distribution and services and develop a concept for a centralized information location on produce/foods that will enable expanded food options.

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 knowledge base to implement the survey or manage the meetings without taking a long-period of time to get up to speed.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This vendor was already working on the project as it relates to Contract# 15422

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:

Nevada Department of Agriculture

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	mwhitney	01/05/2015 09:51:34 AM
Division Approval	mwhitney	01/05/2015 09:51:39 AM
Department Approval	mwhitney	01/05/2015 09:51:45 AM
Contract Manager Approval	mwhitney	01/12/2015 14:30:43 PM
Budget Analyst Approval	sbarkdul	01/20/2015 14:41:02 PM
BOE Agenda Approval	cwatson	01/21/2015 06:54:29 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **13978** Amendment Number: **1**

Agency Name: **COLORADO RIVER COMMISSION** Legal Entity Name: **Fairchild Consulting Group, Inc.**

Agency Code: **690** Contractor Name: **Fairchild Consulting Group, Inc.**

Appropriation Unit: **4490-04** Address: **2175 Handel Avenue**

Is budget authority available?: **Yes** City/State/Zip: **Henderson, NV 89052**

If "No" please explain: **Not Applicable** Contact/Phone: **Sandra Fairchild 602-810-2765**

Vendor No.:

NV Business ID: **NV20121021775**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Power Admin Charge</b>

Agency Reference #: **Fairchild**

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 **02/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **02/12/2016**

Contract term: **3 years and 331 days**

4. Type of contract: **Contract**

Contract description: **Hoover reallocation**

5. Purpose of contract:

**This is the first amendment to the original contract, which continues ongoing support services for the regulatory proceedings relating to the allocation of hydro-electric power generated at Hoover Dam. The first phase of the allocation process is near complete with the federal portion of the available hydropower allocated. The second phase is the state's allocation process with the anticipated workload requiring additional contract resources. This amendment extends the termination date from February 12, 2016, to January 8, 2017, and increases the maximum amount from \$125,000 to \$256,000, due to a continued need for these services and an expansion in the scope of services.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$125,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$131,000.00
4. New maximum contract amount:	\$256,000.00
and/or the termination date of the original contract has changed to:	01/08/2017

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Legislation providing for an allocation of hydro-electric power generated at Hoover Dam made available to the State. This new power is to be allocated to eligible entities in Nevada and the allocation process will require additional temporary support services be made available to the agency.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Insufficient and inexperienced staff currently available. Short timeframe for the process and the fact that the allocation is expected to be completed in 2016 precludes the agency from hiring and training additional personnel.

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?

Most qualified bidder with the most responsive bid. The evaluation criteria summation placed this bidder with the best score.

d. Last bid date: 08/01/2012 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	dbeatty	12/30/2014 10:34:47 AM
Division Approval	dbeatty	12/30/2014 10:34:50 AM
Department Approval	dbeatty	12/30/2014 10:34:54 AM
Contract Manager Approval	jsalo	12/31/2014 12:27:46 PM
Budget Analyst Approval	jborrowm	01/06/2015 08:11:32 AM
BOE Agenda Approval	jborrowm	01/06/2015 08:11:37 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: **16283**

Agency Name: **DEPARTMENT OF WILDLIFE**  
Agency Code: **702**  
Appropriation Unit: **4461-13**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED HELICOPTER SERVICES**  
Contractor Name: **ADVANCED HELICOPTER SERVICES**  
Address: **DFC INC DBA  
17986 COUNTY RD 94B  
WOODLAND, CA 95695-9238**  
City/State/Zip: **WOODLAND, CA 95695-9238**  
Contact/Phone: null530/669-7115  
Vendor No.: T27026421  
NV Business ID: NV20111083492

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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 %	<b>X</b>	Fees	<b>100.00 % SPORTSMAN</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: RFP#3151

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2015**

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2017**

Contract term: **1 year and 356 days**

4. Type of contract: **Contract**

Contract description: **Helicopter Maint.**

5. Purpose of contract:

**This is a new contract to provide ongoing helicopter maintenance, excluding engines, on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$240,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The agency cannot perform all the necessary repairs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the necessary certifications to perform the work.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP#3151, and in accordance with NRS333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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	kdailey	12/18/2014 13:58:52 PM
Division Approval	kdailey	12/18/2014 13:58:56 PM
Department Approval	eobrien	12/18/2014 14:10:14 PM
Contract Manager Approval	kdailey	12/18/2014 14:59:34 PM
Budget Analyst Approval	sbarkdul	12/24/2014 07:20:27 AM
BOE Agenda Approval	cwatson	01/20/2015 09:10:01 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16291**

Agency Name: <b>DCNR - DIVISION OF WATER RESOURCES</b>	Legal Entity Name: <b>U.S. Geological Survey</b>
Agency Code: <b>705</b>	Contractor Name: <b>U.S. Geological Survey</b>
Appropriation Unit: <b>4157-10</b>	Address: <b>2730 Deer Rund Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Marsha Gipson 775-887-7600</b>
	Vendor No.: <b>T80838030</b>
	NV Business ID: <b>N/A</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2015-2016</b>
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
<b>X</b> Federal Funds <b>45.00 %</b>	Bonds 0.00 %
Highway Funds 0.00 %	<b>X</b> Other funding <b>55.00 %</b>
	<b>Pass Through Fund 35% and Basin Funds 20%</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2014**

Anticipated BOE meeting date 02/2015

Retroactive? **Yes**

If "Yes", please explain

**Documents necessary for the processing of this agreement were received December 18, 2014, from the Southern Nevada Water Authority. Receipt of the documents prior to processing the agreement was necessary as they are the authorizing instruments approved by the Southern Nevada Water Authority Board that allow for the contributing funding to the agreement.**

3. Termination Date: **09/30/2015**

Contract term: **364 days**

4. Type of contract: **Cooperative Agreement**

Contract description: **South & East JFA**

5. Purpose of contract:

**This is a new contract that continues an ongoing monitoring program of water resources in Southern and Eastern Nevada with work to be performed by the U.S. Department of the Interior Geological Survey (USGS). The scope of work includes: the operations and maintenance (O&M) of fifteen stream-flow gages; the bi-annual measurement of spring discharge at nineteen sites and annual measurement of one additional site; the O&M of groundwater level monitoring stations at fifteen sites; quarterly groundwater level measurements made at ten sites; O&M of eleven high altitude precipitation stations and bi-annual measurements; publication of data to the USGS internet site; and the publishing of data in the annual publication U.S. Geological Survey Water Resources - Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$568,456.00**

Payment for services will be made at the rate of \$142,114.00 per quarter

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is an ongoing data collection program instituted to provide information regarding hydrologic conditions in the region. This information is necessary for the administration of the region's water resources.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

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 Division has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

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	bkordono	12/22/2014 16:43:38 PM
Division Approval	bkordono	12/22/2014 16:43:42 PM
Department Approval	abrook1	12/24/2014 09:41:56 AM
Contract Manager Approval	bkordono	12/24/2014 11:37:48 AM
Budget Analyst Approval	jrodrig9	12/26/2014 19:48:48 PM
BOE Agenda Approval	jburry	01/20/2015 16:57:55 PM
BOE Final Approval	Pending	



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES**

**901 South Stewart Street, Suite 2002  
Carson City, Nevada 89701-5250  
(775) 684-2800 • Fax (775) 684-2811  
<http://water.nv.gov>**

INTEROFFICE MEMORANDUM

TO: JIM RODRIGUEZ, BUDGET ANALYST  
JERRY SNYDER, DEPUTY ATTORNEY GENERAL  
AUDREY BROOKS-SCOTT, DCNR FISCAL

FROM: MATT DILLON, NDWR

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT FOR SOUTHERN AND EASTERN NEVADA  
HYDROLOGIC MONITORING PROGRAM

DATE: 12/19/2014

Accompanying this memorandum are the Joint Funding Agreement (JFA) and associated documents for the Southern and Eastern Nevada Hydrology Program for fiscal years 2015-2016. The contract start date for the JFA is October 1, 2014. The Division apologizes for the delay in the submitting of the forms. Documents necessary for the processing of the JFA were received December 18, 2014 from the Southern Nevada Water Authority (SNWA). Receipt of the documents prior to processing the JFA was necessary as they are the authorizing instruments approved by the SNWA Board that allow for contributing funding to the JFA. Funding for this program is from B/A 4211, category 10 and pass through money from the SNWA, B/A 4157, category 10.

Should you have any questions or comments regarding this matter, please contact Matt Dillon at (775) 684-2856.

**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: **16245**

Agency Name: <b>DCNR - FORESTRY DIVISION</b>	Legal Entity Name: <b>Elko County Fire Protection District</b>
Agency Code: <b>706</b>	Contractor Name: <b>Elko County Fire Protection District</b>
Appropriation Unit: <b>4195-00</b>	Address: <b>540 Court Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Elko, NV 89801</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-748-0369</b>
	Vendor No.:
	NV Business ID: <b>N/A</b>
To what State Fiscal Year(s) will the contract be charged? <b>2015</b>	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Elko County funds</b>

Agency Reference #: **NDF15-003**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2015**

Anticipated BOE meeting date **02/2015**

Retroactive? **Yes**

If "Yes", please explain

**The retroactive effective date necessary because the Division received formal notification from Elko County regarding the need for this transitional period on November 25, 2014, which was after the deadline for the December Board of Examiners meeting. It is critical that the Division implement this agreement to provide continuity of "all risk" fire dispatching and public safety while the fire protection district transitions to the Central Dispatching Authority from the Division.**

3. Termination Date: **03/31/2015**

Contract term: **88 days**

4. Type of contract: **Revenue Contract**

Contract description: **Dispatch Services**

5. Purpose of contract:

**This is a new interlocal agreement whereby the Nevada Division of Forestry will provide "all risk" dispatching services to Elko County Fire Protection District during the period of January 1, 2015 through March 31, 2015. After this time period, the county will form a new fire protection district and assume "all risk" dispatching responsibilities. "All risk" is defined as non-wildland fire emergencies such as structure fires, vehicle fires, traffic accidents, medical emergencies, and hazardous materials incidents.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$89,406.00**

Payment for services will be made at the rate of \$29,802.00 per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada Division of Forestry is transferring the "all risk" fire protection services to Elko County as of January 1, 2015 as mandated by the State of Nevada Legislature. The current 473 Fire Protection District will be dissolved and Elko County will form a new 474 Fire Protection District which will have jurisdiction for "all risk" fire protection in the county. The NDF currently provides "all risk" dispatching services for the Elko County 473 Fire Protection District and this agreement allows the NDF to continue to provide such services to the county for a fee and allows the county time to transition to the new fire protection district.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The NDF currently provides "all risk" dispatching services for the Elko County 473 Fire Protection District and this agreement allows the NDF to continue to provide such services to the county for a fee and allows the county time to transition to the new fire protection district.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Elko County is a political subdivision of the State of Nevada.

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	jkidd	01/06/2015 09:38:49 AM
Division Approval	dprather	01/06/2015 09:39:38 AM
Department Approval	dprather	01/06/2015 09:39:42 AM
Contract Manager Approval	ldunn	01/12/2015 06:22:40 AM
Budget Analyst Approval	cwatson	01/20/2015 09:54:42 AM
BOE Agenda Approval	cwatson	01/20/2015 09:54:46 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
**NEVADA DIVISION OF FORESTRY**  
2478 Fairview Drive  
Carson City, Nevada 89701  
Phone (775) 684-2500 Fax (775) 684-2570

**Date:** January 12, 2015

**To:** Jim Rodriguez, Budget Analyst IV  
Department of Administration

**From:** Dave Prather, Acting State Forester

**Subject:** **Request for Retroactive start date approval for Interlocal Agreement with Elko County Fire Protection District, CETS #16245**

This memorandum requests that the above referenced Nevada Division of Forestry interlocal agreement be approved for a retroactive effective date of January 1, 2015. It is of critical importance that the Division implements this revenue contract which provides for continuity of “all-risk” fire dispatching and public safety while the Elko County Fire Protection District implements a transition of dispatching services to the Central Dispatching Authority from the Nevada Division of Forestry. This contract provides for the Nevada Division of Forestry to continue providing “all-risk” dispatching for Elko County for three months, during this transitional period. The retroactive effective date is necessary because the Division received formal notification from Elko County regarding the need for this transitional period on November 25, 2014, which was after the deadline for the December Board of Examiners meeting.

Please contact me if you have any questions or concerns. Thank you.



### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>15176</b>	Amendment Number: <b>2</b>
Agency Name: <b>DCNR - NATURAL HERITAGE</b>	Legal Entity Name: <b>Environmental Incentives, LLC</b>
Agency Code: <b>708</b>	Contractor Name: <b>Environmental Incentives, LLC</b>
Appropriation Unit: <b>4101-04</b>	Address: <b>3351 Lake Tahoe Boulevard, Suite 2</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>South Lake Tahoe, CA 96150</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Jeremy Sokulsky 530-541-2980</b>
	Vendor No.: <b>T27025311</b>
	NV Business ID: <b>NV20101203250</b>

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/03/2013**  
 Anticipated BOE meeting date **02/2015**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2015**  
 Contract term: **2 years and 28 days**

4. Type of contract: **Contract**  
 Contract description: **Conservation Credit**

5. Purpose of contract:  
**This is the second amendment to the original contract, which creates the Greater Sage-Grouse Conservation Credit System for the State of Nevada. This amendment increases the maximum amount from \$449,861 to \$615,750 due to the revised scope of work. As the system enters the pilot phase, additional funds are required to build out operational tools and define priority improvements to the system, demonstrate how the system works, and document guidance for successful operation of the system over time.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$449,861.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$165,889.00
4. New maximum contract amount:	\$615,750.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
Legislatively approved 2013 session for creation of the Greater Sage-Grouse Conservation Credit System for the State of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
The State does not have the expertise or knowledge to perform this 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3092, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/07/2013 Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

October 2011- ongoing  
Nevada Division of Environmental Protection  
Quality of service has been verified as satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	jsander1	01/06/2015 15:24:18 PM
Division Approval	jsander1	01/06/2015 15:24:22 PM
Department Approval	abrook1	01/06/2015 15:35:01 PM
Contract Manager Approval	jsander1	01/06/2015 15:52:51 PM
Budget Analyst Approval	jrodrig9	01/27/2015 16:55:49 PM
BOE Agenda Approval	dfrobe1	01/27/2015 16:59:57 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16117** Amendment Number: **1**

Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **BROADBENT & ASSOCIATES INC**

Agency Code: **709** Contractor Name: **BROADBENT & ASSOCIATES INC**

Appropriation Unit: **3187-75** Address: **8 W PACIFIC AVE**

Is budget authority available?: **Yes** City/State/Zip: **HENDERSON, NV 89015**

If "No" please explain: Not Applicable Contact/Phone: Kirk Stowers 702/563-0600

Vendor No.: T80989610

NV Business ID: NV19891031637

To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b>	Fees	<b>43.00 %</b>
<b>X</b> Federal Funds	<b>7.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>50.00 % Interim Fluid Management Trust</b>

Agency Reference #: RFP #3133

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2015**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **12/31/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Environmental EMAR**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides Environmental Mitigation, Assessment and Remediation services on an as needed basis. This amendment increases the maximum amount from \$4,500,000 to \$4,850,000 due to additional grant funds for the State Response Program/Brownfield Program. Funds will be used for abandoned mine site activities.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$4,500,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$350,000.00
4. New maximum contract amount:	\$4,850,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Environmental contamination can occur or be identified statewide. The State needs to be able to protect the public welfare.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the staffing or expertise available to perform these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3133, 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: 07/22/2014 Anticipated re-bid date: 07/01/2019

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:

NDEP - Bureau of Corrective Actions = Broadbent currently has two contracts with BCA. The contractor has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfleming	12/30/2014 16:11:15 PM
Division Approval	glovato	01/05/2015 09:53:40 AM
Department Approval	demme	01/05/2015 09:59:04 AM
Contract Manager Approval	sgotta	01/05/2015 10:26:13 AM
Budget Analyst Approval	jrodrig9	01/21/2015 09:16:21 AM
BOE Agenda Approval	cwatson	01/21/2015 09:24:40 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **16242**Agency Name: **B&I - INDUSTRIAL RELATIONS DIV**Agency Code: **742**Appropriation Unit: **4682-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CONSTITUTION STATE SRVCS LLC**Contractor Name: **CONSTITUTION STATE SRVCS LLC**Address: **TRAVELERS INDUSTRIAL HYGIENE  
90 LAMBERTON RD**City/State/Zip: **WINDSOR, CT 06095-2126**Contact/Phone: **Tate Berkan 800/842-0355**Vendor No.: **T81020134**NV Business ID: **NV19981046032**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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Worker's Compensation and Safety Fund</b>

Agency Reference #: **742**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2014**Anticipated BOE meeting date **02/2015**Retroactive? **Yes**

If "Yes", please explain

**This contractor completed laboratory testing per division request even though the contract expired. The retroaction is to enable the past due invoices to be paid. In addition, a complete new informal contract proposal process was completed and 4 bids were submitted. The contractor in place was selected.**

3. Termination Date: **02/28/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Laboratory Services**

5. Purpose of contract:

**This is a new contract to provide certified analysis of potential exposure to asbestos, mold, silica, and other potential hazardous element exposure. In order to monitor employee safety, industrial hygiene samples are taken during inspections and investigations to ascertain potential exposure of employees to hazardous working conditions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$96,000.00**

Other basis for payment: per type and services required

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Laboratory analysis of samples taken during inspections/investigation can be the foundation for establishing potential exposure of employees to hazardous working conditions. Before issuing a citation for violative conditions NV OSHA must present evidence of fact. Travelers, in its capacity as an approved laboratory, can provide that evidence of fact for NV OSHA to proceed with cases

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State has no such services

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was chosen because the level of laboratory certification meets all necessary requirements; they have a proven record of customer service; the ability to provide expedited services; and they offer an equipment loan program.

d. Last bid date: 10/15/2014 Anticipated re-bid date: 11/15/2018

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:

Division of Industrial Relations - 2007-2014  
Quality of customer service considered exceptional  
Quality of product 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	afrantz	12/16/2014 08:41:15 AM
Division Approval	afrantz	12/16/2014 08:41:18 AM
Department Approval	sanders7	12/16/2014 10:41:28 AM
Contract Manager Approval	kschno1	01/05/2015 10:10:55 AM
Budget Analyst Approval	sjohnso9	01/13/2015 13:26:55 PM
BOE Agenda Approval	sbrown	01/14/2015 12:38:31 PM
BOE Final Approval	Pending	



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIRECTORS OFFICE

1830 E. College Parkway, Suite 100  
Carson City, Nevada 89706-5491  
(775) 684-2999 • Fax (775) 684-2998  
Website: [business.nv.gov](http://business.nv.gov)  
E-mail: [biinfo@business.nv.gov](mailto:biinfo@business.nv.gov)

**DATE: 1/13/15**

**TO: Stacey Johnson**

**FROM: Aaron Frantz**

**SUBJECT: Retro-Active Contract**

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The contract between the Constitution State Services LLC and the Division of Industrial Relations (DIR) expired 2/29/14. Constitution State Services LLC provides certified analyzes of potential exposure to asbestos, mold, silica, and other potential hazardous element exposure. In order to monitor employee safety, industrial hygiene samples are taken during inspections and investigations to ascertain potential exposure of employees to hazardous working conditions. The agencies contract manager retired in December 2013 and without a complete knowledge of this contract expiring (agency oversight), the contract expired. DIR had to recertify contract managers with limited classes available. Also, DIR went through the process of trying to amend the contract and submitted the amendment to the Budget Office in July 2014. After spending the time to prepare the amendment, DIR was notified by the Budget Office that expired contracts cannot amended. DIR had to go through the solicitation process of a new contract which further delayed this contract. Division of Industrial Relations is respectfully requesting contract #16242 be retroactive to 3/01/14.

### 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: <b>14810</b>	Amendment Number: <b>2</b>
Agency Name: <b>DEPARTMENT OF TRANSPORTATION</b>	Legal Entity Name: <b>DEPARTMENT OF PUBLIC SAFETY</b>
Agency Code: <b>800</b>	Contractor Name: <b>DEPARTMENT OF PUBLIC SAFETY</b>
Appropriation Unit: <b>4660-06</b>	Address: <b>OFFICE OF TRAFFIC SAFETY 107 JACOBSEN WAY</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89711</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>TRACI PEARL 775/684-7476</b>
	Vendor No.: <b>D65800000</b>
	NV Business ID: <b>Exempt</b>

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 %
<b>X</b> Federal Funds	<b>95.00 %</b>	Bonds	0.00 %
<b>X</b> Highway Funds	<b>5.00 %</b>	Other funding	0.00 %

Agency Reference #: **P254-13-816**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/10/2013**  
Anticipated BOE meeting date **02/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **09/30/2015**

Contract term: **2 years and 20 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Support OTS**

5. Purpose of contract:

**This is the second amendment to the original interlocal agreement, which provides support data and other information to continue the statewide road users' behavioral campaign that promotes the awareness of the public and educates the public concerning highway safety matters consistent with the state's Strategic Highway Safety Plan. This amendment increases the maximum amount from \$5,383,850 to \$6,263,550 due to the need to support additional program-related tasks such as speed enforcement, distracted driving, seat belts, Move Over campaign, and older driver safety.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$4,000,000.00
2. Total amount of any previous contract amendments:	\$1,383,850.00
3. Amount of current contract amendment:	\$879,700.00
4. New maximum contract amount:	\$6,263,550.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The guiding principles of the Nevada SHSP is to integrate safety related type improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing safety issues on public roads.

8. Explain why State employees in your agency or other State agencies are not able to do this work:



The work is being completed by the Department of Public Safety/Office of Traffic Safety.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS. 277

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	lkoury	12/22/2014 16:59:03 PM
Division Approval	lkoury	12/22/2014 16:59:05 PM
Department Approval	lkoury	12/22/2014 16:59:07 PM
Contract Manager Approval	dbenammat	01/05/2015 11:05:47 AM
Budget Analyst Approval	cwatson	01/20/2015 08:40:53 AM
BOE Agenda Approval	cwatson	01/20/2015 08:47:40 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16306**

Agency Name: <b>DETR - EMPLOYMENT SECURITY DIVISION</b> Agency Code: <b>902</b> Appropriation Unit: <b>4770-12</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>BOARD OF REGENTS - NSHE</b> Contractor Name: <b>BOARD OF REGENTS - NSHE</b> Address: <b>NSHE 2601 ENTERPRISE RD RENO, NV 89512</b> City/State/Zip: <b>RENO, NV 89512</b> Contact/Phone: <b>Frank Woodbeck, Executive Director 702/889-8426</b> Vendor No.: <b>D35000808</b> NV Business ID: <b>Government Entity</b>
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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 %	<b>X</b> Other funding	<b>100.00 % Career Enhancement Program</b>

Agency Reference #: 1954-19-NSHE/ESD

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2015**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years and 140 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Professional Service**

5. Purpose of contract:

**This is a new interlocal agreement to provide a data system to match Nevada job seekers with jobs and/or postsecondary education opportunities for career paths.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,234,868.88**

Other basis for payment: Payment to NSHE shall be \$717,946.25 upon execution of this contract for 1/2 of the Perpetual License Fee for the four (4) modules; \$63,232.13 upon execution for 1/2 implementation fee; \$132,787.47 upon the one-year anniversary date of the execution (2016); and estimated \$320,903.03 for 1/2 of annual maintenance & support fees for the remaining term of the contract, (2017, 2018, to 6/30/2019).

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada has committed to improve to clients the availability of information for current job markets and improve work opportunities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is an interlocal agreement with the Nevada of Higher Education to help fund for the availability, on a hosted base, for the Focus/Career (tm)job seeker portal.

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?

Government Entity - Interlocal Contract  
(No indirect costs included)

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 Board of Regents - Nevada System of Higher Education has provided satisfactory services under contract for the Department of Employment, Training and Rehabilitation since 2006.

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	dbowma1	01/05/2015 14:59:35 PM
Division Approval	mcost1	01/06/2015 12:26:01 PM
Department Approval	mcost1	01/06/2015 12:26:06 PM
Contract Manager Approval	kwynands	01/06/2015 12:32:08 PM
Budget Analyst Approval	tgreenam	01/12/2015 13:39:57 PM
BOE Agenda Approval	myoun3	01/13/2015 09:24:25 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: **16167**

Agency Name:	<b>DETR - ADMINISTRATIVE SERVICES</b>	Legal Entity Name:	<b>CAPGEMINI GOVERNMENT SOLUTIONS</b>
Agency Code:	<b>908</b>	Contractor Name:	<b>CAPGEMINI GOVERNMENT SOLUTIONS</b>
Appropriation Unit:	<b>3274-26</b>	Address:	<b>LLC 1900 CAMPUS COMMONS DR STE 250</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>RESTON, VA 20191</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Barrie Burnick 571/336-1618
		Vendor No.:	Pur0004888
		NV Business ID:	NV20101213337

To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b> Other funding	<b>100.00 % Employment Security Principle &amp; Interest Funding</b>

Agency Reference #: 1940-16-DETR/IDP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2014**  
Anticipated BOE meeting date 01/2015

Retroactive? **Yes**

If "Yes", please explain

**The Information Development & Processing Division began working on this contract in August 2014, two months before November BOE deadline. Due to the extensive negotiations with Capgemini Government Solutions, LLC and an employee family emergency, there were delays in the process and the Department is requesting BOE approval effective November 1, 2014.**

3. Termination Date: **06/30/2015**

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **UInv Maint & Knowleg**

5. Purpose of contract:

**This is a new contract to provide ongoing technical system maintenance support and knowledge transfer for the following Nevada UI modernization system (UInv) components and products: Imaging & Workflow (IWF) Application; UI Benefits Application; Claimant Self Service (CSS) Application; Appeals Application; Employer Self Service (ESS) Application; Correspondence artifacts and application; System help and documentation content; and Underlying UInv software and hardware products.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$475,200.00**

Other basis for payment: Work will be performed on a task order basis per the steps outlined in paragraph five (5) with the total contract amount not to exceed \$475,200. The vendor may submit a monthly invoice for those task orders completed and accepted by the State.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

For the Nevada UI Modernization system (UInv) system maintenance and knowledge transfer.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employee's do not have the knowledge to perform these tasks.

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?

Per Purchasing's email: A solicitation waiver is not required for ongoing or continued licensing.

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:

Capgemini Government Solutions, LLC has been contracted with the Department since 2010 and performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 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	dbowma1	01/05/2015 15:00:19 PM
Division Approval	rolso1	01/06/2015 13:19:08 PM
Department Approval	mcost1	01/06/2015 13:42:27 PM
Contract Manager Approval	kwynands	01/06/2015 13:44:57 PM
DoIT Approval	bbohm	01/07/2015 12:20:51 PM
Budget Analyst Approval	tgreenam	01/27/2015 15:31:40 PM
BOE Agenda Approval	myoun3	01/27/2015 15:45:35 PM
BOE Final Approval	Pending	

**BRIAN SANDOVAL**  
GOVERNOR



**DON SODERBERG**  
DIRECTOR

OFFICE OF THE DIRECTOR

**DATE:** October 20, 2014

**TO:** Julia Teska, Clerk  
Board of Examiners

**FROM:** Don Soderberg, Director *for Mark Costa, ASO TV*

**SUBJECT:** RETROACTIVE CONTRACT  
Nevada Department of Employment, Training, and Rehabilitation  
Information Development & Processing  
Contract #1940-16-DETR/IDP - Capgemini Government Solutions, LLC

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The Information Development & Processing Division within the Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with the Capgemini Government Solutions, LLC with a retroactive contract effective date of **November 1, 2014**.

The Information Development & Processing Division has been doing business with Capgemini Government Solutions, LLC since 2010 on the UInv project. The contract is to provide ongoing technical system maintenance support, requested system enhancements, and knowledge transfer for the UInv application.

The Information Development & Processing Division began working on this contract in August 2014, two months before November BOE deadline. Due to the extensive negotiations with Capgemini Government Solutions, LLC and an employee family emergency, there were delays in the process and the Department respectfully requests the approval of a retroactive contract effective date of November 1, 2014.

Thank you for considering this request.

**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: **16308**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>EPIC Aviation, LLC</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>EPIC Aviation, LLC</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>3841 Fairview Industrial Dr. Suite 150</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Salem, OR 97302</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Donna Sanford 970-242-8765</b>
	Vendor No.: <b>T29035498</b>
	NV Business ID: <b>NV19981067225</b>

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 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: **RFQ 3064**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/10/2015**

Anticipated BOE meeting date **03/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2016**

Contract term: **327 days**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

**This is a new contract for bulk fuel and delivery services for Jet-A fuel only, purchases under this contract will be conducted solely within the boundaries of the Nevada Division of Forestry Air Operations, Minden NV.**

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 19 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	01/09/2015 10:35:52 AM
Division Approval	sberry	01/09/2015 10:35:55 AM
Department Approval	sberry	01/09/2015 10:35:57 AM
Contract Manager Approval	nfese1	01/09/2015 10:50:03 AM
Budget Analyst Approval	sjohnso9	01/13/2015 08:47:34 AM
BOE Agenda Approval	sbrown	01/13/2015 11:29:33 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: **16227**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Kelly Paulson
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Kelly Paulson</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>341 Saratoga Glen</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Escondido, CA 92025</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Kelly Paulson 760-975-8436
		Vendor No.:	T27017292
		NV Business ID:	NV20141635735
To what State Fiscal Year(s) will the contract be charged?	<b>2015-2017</b>		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>
Agency Reference #:	RFQ 3001		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/31/2017**Contract term: **2 years and 119 days**4. Type of contract: **MSA**Contract description: **Court Reporting**

5. Purpose of contract:

**This is a new contract that continues ongoing certified court reporting services, on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

State agencies have occasional needs for Court Reporting 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 Court Reporters.

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 a multiple award to various vendors who met the qualifications of the RFQ.

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:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ktarter	12/31/2014 15:32:47 PM
Division Approval	ktarter	12/31/2014 15:32:50 PM
Department Approval	ktarter	12/31/2014 15:32:52 PM
Contract Manager Approval	nfese1	12/31/2014 15:39:23 PM
Budget Analyst Approval	sjohnso9	01/13/2015 08:54:46 AM
BOE Agenda Approval	sbrown	01/13/2015 11:28:04 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16290**

Agency Name: **MSA MASTER SERVICE AGREEMENTS**

Agency Code: **MSA**

Appropriation Unit: **9999 - All Categories**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name:	RFI ENTERprises, Inc. dba RFI Communications & Security Systems
Contractor Name:	<b>RFI ENTERprises, Inc. dba RFI Communications &amp; Security Systems</b>
Address:	<b>4060 S. McCarran Blvd Ste A</b>
City/State/Zip	<b>Reno, NV 89502</b>
Contact/Phone:	David Gish 775-852-3555
Vendor No.:	PUR0002572
NV Business ID:	NV20021334287

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 %	<b>X</b> Other funding	<b>100.00 % various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2019**

Contract term: **4 years and 334 days**

4. Type of contract: **MSA**

Contract description: **Fire Inspections**

5. Purpose of contract:

**This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a WSCA cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

All state agencies have fire suppression equipment. It is necessary to inspect all this equipment to insure proper working order.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained and certified individuals to perform these tests.

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 #3130 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: 07/30/2014 Anticipated re-bid date: 07/15/2019

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 WSCA-NASPO Statewide Fire Suppression contract. 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	ktarter	12/31/2014 16:27:54 PM
Division Approval	ktarter	12/31/2014 16:27:56 PM
Department Approval	ktarter	12/31/2014 16:27:58 PM
Contract Manager Approval	rmille8	01/02/2015 09:57:07 AM
Budget Analyst Approval	sjohnso9	01/05/2015 15:46:37 PM
BOE Agenda Approval	sbrown	01/13/2015 11:32:49 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16272**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: Siemens Industry, Inc.
Agency Code: <b>MSA</b>	Contractor Name: <b>Siemens Industry, Inc.</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>6860 Bermuda Rd, Ste 100</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89119</b>
If "No" please explain: Not Applicable	Contact/Phone: Robert Welander 702-715-5532
	Vendor No.: T81081810
	NV Business ID: NV19981356462

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 %	<b>X</b> Other funding	<b>100.00 % various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2019**

Contract term: **4 years and 334 days**

4. Type of contract: **MSA**

Contract description: **Fire Inspections**

5. Purpose of contract:

**This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a WSCA cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

All state agencies have fire suppression equipment. It is necessary to inspect all this equipment to insure proper working order.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained and certified individuals to perform these tests.

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 #3130 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: 07/30/2014 Anticipated re-bid date: 07/15/2019

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:

Current vendor for the WSCA-NASPO Fire Protection Services. 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	sberry	12/23/2014 14:07:55 PM
Division Approval	sberry	12/23/2014 14:07:57 PM
Department Approval	sberry	12/23/2014 14:08:00 PM
Contract Manager Approval	rmille8	12/23/2014 14:42:20 PM
Budget Analyst Approval	sjohnso9	01/05/2015 15:43:52 PM
BOE Agenda Approval	sbrown	01/13/2015 11:32:15 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 CONTRACT

1. Contract Number: **16304**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>Simplex Grinnell L.P.</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>Simplex Grinnell L.P.</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>1545 Pama Lane</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89119</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Melissa Hagerty 702-739-1921</b>
	Vendor No.: <b>pur0003182</b>
	NV Business ID: <b>NV20011155948</b>

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 %	<b>X Other funding</b>	<b>100.00 % various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **02/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2019**

Contract term: **4 years and 334 days**

4. Type of contract: **MSA**

Contract description: **Inspection Services**

5. Purpose of contract:

**This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a WSCA cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

All state agencies have fire suppression equipment. It is necessary to inspect all this equipment to insure proper working order.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained and certified individuals to perform these tests.

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 #3130 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: 07/15/2014 Anticipated re-bid date: 07/30/2019

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:

Current NASPO-NJPA Monitoring contract. 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	kperondi	01/06/2015 12:13:34 PM
Division Approval	kperondi	01/06/2015 12:13:37 PM
Department Approval	kperondi	01/06/2015 12:13:39 PM
Contract Manager Approval	rmille8	01/07/2015 07:03:40 AM
Budget Analyst Approval	sjohnso9	01/08/2015 10:31:36 AM
BOE Agenda Approval	sbrown	01/13/2015 11:39:21 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: **16314**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: Wells Fargo Merchant Services L.L.C.
Agency Code: <b>MSA</b>	Contractor Name: <b>Wells Fargo Merchant Services L.L.C.</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>1200 Montego</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Walnut Creek, CA 94598</b>
If "No" please explain: Not Applicable	Contact/Phone: Patrick Foley 702-247-5613
	Vendor No.:
	NV Business ID: NV20141151345

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 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 3091

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2015**

Anticipated BOE meeting date 02/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **02/28/2019**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Merchant Bankcard**

5. Purpose of contract:

**This is a new contract that continues ongoing Merchant Bankcard Services and other electronic payment methods for State of Nevada agencies. These services allow state agencies the ability to accept electronic payment types as a convenience for their customers and to comply with NRS 353.1465.**

#### 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,400,000.00**

Other basis for payment: The total contract transaction count will be based on both the processing and gateway transactions. Pricing will be set at the appropriate tier based on the total contract transaction count for the prior calendar year period. All fees, including Interchange, will be debited or invoiced separately following each month end.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies are obligated to offer various payment options to their customers for fees and services provided.

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 capability of accepting credit card payments without the service of a merchant banker.

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 #3091, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/01/2014 Anticipated re-bid date: 08/01/2023

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:

Wells Fargo is currently under contract with the State Treasurers Office for banking services. Services provided 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:

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	sberry	01/14/2015 14:58:20 PM
Division Approval	sberry	01/14/2015 14:58:23 PM
Department Approval	sberry	01/14/2015 14:58:25 PM
Contract Manager Approval	sberry	01/14/2015 14:58:28 PM
Budget Analyst Approval	sjohnso9	01/14/2015 15:22:14 PM
BOE Agenda Approval	sbrown	01/14/2015 16:20:38 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15171** Amendment Number: **2**  
 Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **Rich Wightman & Co CPAs LLC**  
 Agency Code: **030** Contractor Name: **Rich Wightman & Co CPAs LLC**  
 Appropriation Unit: **1030-04** Address: **1301 S Jones Blvd**  
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89146**  
 If "No" please explain: **Not Applicable** Contact/Phone: **John Wightman 702-878-1325**  
 Vendor No.: **T32002016**  
 NV Business ID: **NV20021065105**

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.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:  
 a. Effective upon final approval? **No** or b. other effective date **10/01/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**  
 Contract term: **2 years and 273 days**

4. Type of contract: **Contract**  
 Contract description: **Audit Services**

5. Purpose of contract:  
**This is the second amendment to the original contract, which continues ongoing financial auditing of companies under investigation by the Office of the Attorney General Investigation Unit. This amendment increases the maximum amount from \$10,000 to \$30,000 due to an increase in the volume of audits.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$5,500.00
2. Total amount of any previous contract amendments:	\$4,500.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$30,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**This vendor will provide financial audit information regarding companies who are under investigation by the Office of the Attorney General, Investigations Unit.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**This vendor is staffed by CPAs who have the expertise and knowledge to perform this type of work. Employees within our office do not have the expertise or the time to perform these audits.**

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, the services of an Accountant under contract does 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previously contracted with the Office of the Attorney General and performed satisfactory work.

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	mradu	12/24/2014 12:40:48 PM
Division Approval	chowle	12/24/2014 12:53:35 PM
Department Approval	chowle	12/24/2014 12:53:38 PM
Contract Manager Approval	Iramire7	12/29/2014 08:48:10 AM
Budget Analyst Approval	ekin4	01/07/2015 05:59:53 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: **16271**

Agency Name: **ATTORNEY GENERAL'S OFFICE**  
Agency Code: **030**  
Appropriation Unit: **1348-15**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **KINSORA INSTITUTE OF**  
Contractor Name: **KINSORA INSTITUTE OF**  
Address: **NEUROSCIENCE**  
**716 S 6TH ST**  
City/State/Zip: **LAS VEGAS, NV 89101-6922**  
Contact/Phone: **702/382-1960**  
Vendor No.: **T80984742**  
NV Business ID: **NV20001443681**

To what State Fiscal Year(s) will the contract be charged? **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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Tort funds, IPTF</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/10/2014**

Retroactive? **Yes**

If "Yes", please explain

**Due to the nature of the lawsuit process of needing to name expert witnesses by specified dates and needing this expert witness to begin reviewing the necessary documents as soon as possible; we were unable to obtain the contract approvals prior to the expert starting work. For this reason, we are requesting a retroactive start date for this contract.**

3. Termination Date: **12/31/2015**  
Contract term: **1 year and 51 days**

4. Type of contract: **Contract**  
Contract description: **EXPERT WITNESS**

5. Purpose of contract:

**This is a new contract to provide expert witness services as a medical expert in a lawsuit filed against the State of Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Dr. Kinsora is a medical expert needed for a lawsuit against the State of Nevada.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not specialized in this field.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: \_\_\_\_\_ Anticipated re-bid date: \_\_\_\_\_

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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:

Nancy Katafias, Tort Claims Manager Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Igallow1	12/16/2014 08:45:40 AM
Division Approval	clesli1	12/17/2014 13:28:43 PM
Department Approval	chowle	12/18/2014 11:52:17 AM
Contract Manager Approval	Iramire7	12/29/2014 11:10:36 AM
Budget Analyst Approval	ekin4	01/07/2015 06:07:41 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: **16293**

Agency Name: **ATTORNEY GENERAL'S OFFICE**  
Agency Code: **030**  
Appropriation Unit: **1348-15**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **Eugene Feher**  
Contractor Name: **Eugene Feher**  
Address: **5472 Green Palms St**  
City/State/Zip: **Las Vegas, NV 89130**  
Contact/Phone: **702-379-3512**  
Vendor No.: **Pending**  
NV Business ID: **NV20141759804**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Tort Funds</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **12/08/2014**

Retroactive? **Yes**

If "Yes", please explain

**Due to the nature of the lawsuit process of needing to name expert witnesses by specified dates and needing this expert witness to begin reviewing the necessary documents as soon as possible; we were unable to obtain the contract approvals prior to the expert starting work. For this reason, we are requesting a retroactive start date for this contract.**

3. Termination Date: **12/31/2015**

Contract term: **1 year and 23 days**

4. Type of contract: **Contract**

Contract description: **Expert Witness**

5. Purpose of contract:

**This is a new contract for an expert witness for the Trudell vs. State of Nevada, Division of Child and Family Services lawsuit. The contractor will review and provide rebuttal for plaintiff's expert witness report and also review the facility's policies, procedures and training. Mr. Feher is an expert witness in the area of juvenile justice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Expert witness testimony in the area of juvenile justice.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise in the areas needed.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	12/23/2014 09:01:32 AM
Division Approval	clesli1	12/23/2014 09:07:32 AM
Department Approval	chowle	12/23/2014 09:17:19 AM
Contract Manager Approval	Iramire7	01/13/2015 09:28:40 AM
Budget Analyst Approval	ekin4	01/13/2015 09:39:39 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: **16270**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**  
Agency Code: **082**  
Appropriation Unit: **1558-58**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **DUBE GROUP INC, THE DBA**  
Contractor Name: **DUBE GROUP INC, THE DBA**  
Address: **DUBE GROUP ARCHITECTURE  
458 COURT ST  
RENO, NV 89501-1709**  
City/State/Zip: **RENO, NV 89501-1709**  
Contact/Phone: **775/323-1001**  
Vendor No.: **T81026981**  
NV Business ID: **NV19991421705**

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	<b>9.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	<b>69.00 %</b>
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>22.00 % transfer from Treasurer</b>

Agency Reference #: **109000**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **3 years and 173 days**

4. Type of contract: **Contract**

Contract description: **Arcj/Eng Serv**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Northern Nevada Adult Mental Health Building #3 Americans with Disabilities Act Upgrades; Project No. 13-S02-2; Contract No. 109000. The scope of work includes remodeling one restroom in Building #3 for ADA compliance, reconfigure one high/low drinking fountain and one ADA compliant entry system, including ramp and entry door and associated signage in Building #3.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,880.00**

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 SPWB 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:

STEVE BARRON, Project Manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/30/2014 14:47:26 PM
Division Approval	dgrimm	12/30/2014 14:47:29 PM
Department Approval	dgrimm	12/30/2014 14:47:53 PM
Contract Manager Approval	dgrimm	12/30/2014 15:59:26 PM
Budget Analyst Approval	jrodrig9	01/08/2015 16:45:27 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: **16274**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Agency Code: **082**

Appropriation Unit: **All Budget Accounts - Category 14**

Is budget authority available?: **No**

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 Account 2560; expenditure category 14.

Legal Entity Name: **STRUCTURAL SYSTEM SOLUTIONS**

Contractor Name: **STRUCTURAL SYSTEM SOLUTIONS**

Address: **INC**

**227 VINE ST**

City/State/Zip **RENO, NV 89503-5220**

Contact/Phone: **775/232-4664**

Vendor No.: **T27033894**

NV Business ID: **NV20111597561**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % agency funded CIP</b>

Agency Reference #: **109024**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **3 years and 173 days**

4. Type of contract: **Contract**

Contract description: **Misc Serv Agr**

5. Purpose of contract:

**This is a new contract to provide miscellaneous services for the columbarium addition, Northern Nevada Veterans Memorial Cemetery, Project No. 14-A022; Contract No. 109024. This agreement provides the State of Nevada Public Works Division with the requested construction administration services, throughout the construction period of the referenced project as described in the final construction drawings and specifications as design by Structural System Solutions Inc. and accepted by the State of Nevada Public Works Division.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,500.00**

Other basis for payment: monthly progress payments based on services provided

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2014 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 SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: Professional Service (As defined in NAC 333.150)

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

Dan Daily, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/30/2014 12:14:33 PM
Division Approval	dgrimm	12/30/2014 12:14:35 PM
Department Approval	dgrimm	12/30/2014 12:14:41 PM
Contract Manager Approval	dgrimm	12/30/2014 15:59:10 PM
Budget Analyst Approval	jrodrig9	01/08/2015 16:45:17 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: **16305**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CROOK, RAY DBA</b>
Agency Code: <b>082</b>	Contractor Name: <b>CROOK, RAY DBA</b>
Appropriation Unit: <b>1558-60</b>	Address: <b>RPC ROOF CONSULTING SERVICES 14370 MOUNT SNOW DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511-9185</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/853-7202</b>
	Vendor No.: <b>T29013770</b>
	NV Business ID: <b>NV20101198067</b>

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 %	<input checked="" type="checkbox"/> Bonds	<b>47.00 %</b>
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>53.00 % transfer from Treasurer</b>

Agency Reference #: **109117**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **3 years and 173 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 roof analysis at the Bryan Building, Project No. 13-S01(9) BD; Contract No. 109117. The scope of work is for a comprehensive visual inspection and probing of all roof membrane areas and all sections and various levels. The scope also includes examining the existing roofing materials and building components to provide for a comprehensive roof report for the Bryan building.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

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 SPWB 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 not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/05/2015 15:32:21 PM
Division Approval	dgrimm	01/05/2015 15:32:24 PM
Department Approval	dgrimm	01/05/2015 15:32:27 PM
Contract Manager Approval	dgrimm	01/05/2015 15:58:41 PM
Budget Analyst Approval	jrodrig9	01/08/2015 17:05:35 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: **16294**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Agency Code: **082**

Appropriation Unit: **1349-12**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **COLEMAN, REBECCA DBA**

Contractor Name: **COLEMAN, REBECCA DBA**

Address: **NORRIS ENVIRONMENTAL SOLUTIONS**

**3670 PERSHING LN**

City/State/Zip: **WASHOE VALLEY, NV 89704-9132**

Contact/Phone: **775/331-5545**

Vendor No.: **T29025026**

NV Business ID: **NV20101085425**

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 %	<b>X</b>	Fees	<b>100.00 % Building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/14/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2018**

Contract term: **3 years and 352 days**

4. Type of contract: **Contract**

Contract description: **Pest Control**

5. Purpose of contract:

**This is a new contract that continues ongoing interior and exterior pest control services at various State Buildings, including plants and trees, on an as needed basis and at the request and approval of a Buildings and Grounds designee.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Other basis for payment: \$110.00 per regular hour; \$165.00 per overtime hour; \$200.00 per hour Holidays; regular hours are Monday-Friday 5:00 am to 2:00 pm and Saturday and Sunday 2:00 am to 11:00 am; overtime rate is applicable when contractor exceeds an 8 hour day; parts and materials are at contractor's cost plus 15%.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The need to keep State buildings and surrounding area safe and sanitary.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Lack of manpower and expertise.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Norris Environmental  
Pestmaster  
Catseye**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of multiple Pest Control contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 10/01/2014 Anticipated re-bid date: 10/01/2018

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:

2006-2014, Buildings and Grounds, service is satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

Martin Phillips, Grounds Supervisor Ph: 775-684-1800

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	01/08/2015 07:40:35 AM
Division Approval	csweeney	01/08/2015 07:40:39 AM
Department Approval	csweeney	01/08/2015 07:40:42 AM
Contract Manager Approval	ssands	01/08/2015 08:10:04 AM
Budget Analyst Approval	jrodrig9	01/14/2015 09:00:57 AM



### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16300**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>GLOR INC DBA</b>
Agency Code: <b>082</b>	Contractor Name: <b>GLOR INC DBA</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>NEVADA OVERHEAD DOOR CO 1335 GREG ST. STE 107</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>SPARKS, NV 89431</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/355-9100</b>
	Vendor No.: <b>PUR0003392</b>
	NV Business ID: <b>NV19781009872</b>

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 %	<input checked="" type="checkbox"/> Fees	<b>100.00 % Buildings and Grounds building rent income fees</b>
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/16/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2018**

Contract term: **3 years and 16 days**

4. Type of contract: **Contract**

Contract description: **Overhead Door**

5. Purpose of contract:

**This is a new contract that continues ongoing overhead garage door repairs and replacements services for state facilities, on an as needed basis, at the request and approval of a Buildings and Grounds designee.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: \$105.00 for regular work hours( minimum 1 hr), Monday-Friday 8:00 am to 4:30 pm; \$216.00 for overtime, after 4:30 pm and 8:00 p.m. and Saturday; Emergency Service Rate \$216.00 with a minimum of 1 hr; Materials to be at cost plus 10%;parts to be at cost plus 10%

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**State buildings need maintenance, repair and replacement of overhead doors.**

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):

**Thompson Garage Doors  
Overhead Door Company of Sierra Nevada  
GLOR, INC dba Nevada Overhead Door**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of multiple overhead garage door contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs

d. Last bid date: 11/14/2014 Anticipated re-bid date: 11/14/2018

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:

Building and Grounds 2010 to 2014 performance is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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:

Michael Johnson, Facility Manager Ph: 775-684-1800

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	01/13/2015 13:05:10 PM
Division Approval	csweeney	01/13/2015 13:05:13 PM
Department Approval	csweeney	01/13/2015 13:05:16 PM
Contract Manager Approval	ssands	01/13/2015 14:19:06 PM
Budget Analyst Approval	jrodrig	01/16/2015 16:36:35 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: **15210** Amendment Number: **1**

Agency Name: **DTCA - COMMISSION ON TOURISM** Legal Entity Name: **FUN CITY DISTRIBUTION**

Agency Code: **101** Contractor Name: **FUN CITY DISTRIBUTION**

Appropriation Unit: **1530-12** Address: **2910 S HIGHLAND DR SUITE #E**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89109**

If "No" please explain: **Not Applicable** Contact/Phone: **RUSSELL HOGAN 702-768-4646**

Vendor No.: **T27033877**

NV Business ID: **NV19981145917**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Earned Revenue</b>

2. Contract start date:  
a. Effective upon final approval? **No** or b. other effective date **12/16/2013**

Retroactive? **Yes**

If "Yes", please explain

**As you know Nevada Magazine's fiscal position has been vacant since July 2014 and fiscal duties are being performed by Division of Tourism's fiscal staff. In processing final payment to Fun City Advertising Distribution, it came to our attention the current contract expired on November 30, 2014. It was an oversight.**

3. Previously Approved Termination Date: **12/16/2017**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Magazine Distributor**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides ongoing magazine distribution for the Las Vegas Events & Shows through an exclusive distribution agreement with select rental cars at the Las Vegas McCarran International Airport. This amendment extends the termination date from November 30, 2014 to December 16, 2017 and increases the maximum amount from \$12,000 to \$48,000 due to the continuation of the distribution of the Las Vegas Events & Shows magazine.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$12,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$36,000.00
4. New maximum contract amount:	\$48,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Created under NRS 231.160 Nevada Magazine publishes a magazine, that contains materials which educate the general public about the state and thereby fosters awareness and appreciation of Nevada's heritage, culture, historical monuments, natural wonders and natural resources.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada Magazine does not have the staff or facilities to distribute publications. Fun City has exclusive rights for distribution in select Las Vegas McCarran Airport rental cars.

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):  
Door-to-Door Distribution

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?  
The vendor has exclusive rights to distribute publications to rental car guests.

d. Last bid date: 11/04/2013      Anticipated re-bid date: 12/01/2013

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No**      If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

**No**      If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

**No**      If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	amathies	12/23/2014 15:54:58 PM
Division Approval	amathies	12/23/2014 15:55:00 PM
Department Approval	amathies	12/23/2014 15:55:02 PM
Contract Manager Approval	amathies	12/24/2014 10:09:28 AM
Budget Analyst Approval	tgreenam	01/13/2015 11:15:34 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: **16280**

Agency Name: **ADMIN - ENTERPRISE IT SERVICES**  
 Agency Code: **180**  
 Appropriation Unit: **1388-08**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **MICRONET COMMUNICATIONS INC**  
 Contractor Name: **MICRONET COMMUNICATIONS INC**  
 Address: **720 F AVE STE 100**  
 City/State/Zip: **PLANO, TX 75074**  
 Contact/Phone: **Brad Youngblood 972/422-7200**  
 Vendor No.: **PUR0004536**  
 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 %	<b>X</b>	Fees	<b>100.00 % User Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **03/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **02/28/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Frequency Protection**

5. Purpose of contract:

**This is a new contract to provide the Microwave site Frequency Protection and FCC License Management Services for a 4 year period. This service will provide FCC licensing and Frequency Protection services to prevent frequency interference at Enterprise Information Technology Services Microwave sites, all part of the Public Safety Communications grid. It will protect licensed channels from being inadvertently licensed by other entities or loss of licensing from failure to renew expiring licenses with the FCC. Enterprise Information Technology Services currently holds 196 FCC licenses for their mountain top site use for Public Safety and other State agency needs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,200.00**

Payment for services will be made at the rate of \$7,800.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This service will provide FCC licensing and Frequency Protection services to prevent frequency interference at Enterprise Information Technology Services Microwave sites, all part of the Public Safety Communications grid. It will protect licensed channels from being inadvertently licensed by other entities or loss of licensing from failure to renew expiring licenses with the FCC. Enterprise Information Technology Services currently holds 196 FCC licenses for their mountain top site use for Public Safety and other State agency needs.**

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 these services nor does the State have such equipment to allow employees to provide these services on an ongoing basis.**

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):

Radyn, Inc.  
Comsearch Microwave  
Micronet Communications, Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Results from each vendor showed that Micronet is able to met all of the criteria required for this specific needs of Enterprise Information Technology Services.

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:

Enterprise Information Technology Services currently has Frequency Protection services through Micronet and have been associated with them for at least seven years. Micronet continues to be satisfactory in their work and quality of services provided to Enterprise Information Technology Services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other Incorporated

Per the Secretary of State's Office, Micronet is exempt as it does not have an office with employees in Nevada Therefore they are not required to file with the Secretary of State.

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.

Micronet is exempt as it does not have an office with employees in Nevada Therefore they are not required to file with the Secretary of State.

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.

Not applicable

18. Agency Field Contract Monitor:

Lynda Bashor, PO1, Contract Manager Ph: 775-684-0241  
David Gustafson, CIO, Contract Monitor Ph: 775-684-5899  
Pat Sheehan, ITM2, Contract Monitor Ph: 775-684-5854

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	12/19/2014 08:05:39 AM
Division Approval	csweeney	12/19/2014 08:05:42 AM
Department Approval	csweeney	12/19/2014 08:05:48 AM

Contract Manager Approval  
Budget Analyst Approval

Imartin9  
sewart

12/19/2014 08:09:42 AM  
12/29/2014 13:08:44 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16286**

Agency Name: <b>OFFICE OF VETERANS SERVICES</b>	Legal Entity Name: <b>Dietitians On Demand</b>
Agency Code: <b>240</b>	Contractor Name: <b>Dietitians On Demand</b>
Appropriation Unit: <b>2561-04</b>	Address: <b>2706 Enterprise Parkway</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Henrico, VA 23294</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Ryan Davis 804-545-9162</b>
	Vendor No.:
	NV Business ID: <b>In Process</b>

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 %
<b>X</b> Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>50.00 % Federal and Private funds</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/07/2015**

Retroactive? **Yes**

If "Yes", please explain

**The Veterans Home had to show the Center For Medicaid/Medicare Services that the Home was in the process of hiring an RD immediately, and we could not find a company to proceed without a contract. This contract provided a candidate and hire for an RD prior to signing.**

3. Termination Date: **12/31/2015**

Contract term: **358 days**

4. Type of contract: **Contract**

Contract description: **Registered Dietitian**

5. Purpose of contract:

**This is a new contract to provide registered dietitian services to the Nevada State Veterans Home on a temporary basis. The services of a registered dietitian are required by Center for Medicaid and Medicare Services (CMS) for the Veterans Home. This contract will provide the service until a new state employee can be hired to fulfill the CMS requirement.**

**THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.00**

Payment for services will be made at the rate of \$52.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Home is required to have a Registered Dietitian employed or on contract to establish and review proper diets and restrictions for residents. The State employee in this position left on August 1, 2014 and the Home has not been able to hire another employee full-time. The Home has found a dietitian to work on contract through this agency until a new employee can be hired.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No State employees are available to perform this service.**

9. Were quotes or proposals solicited? **Yes**



Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

MHM Services - Vienna, VA  
Dietitians on Demand - Henrico, VA  
Nevada Dietitians Association - Las Vegas, NV

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only agency or organization that could find a dietitian to agree to a temporary assignment with the Veterans Home. State processes have not provided candidates for this position, and the Home MUST have a dietitian in place per CMS Guidelines.

d. Last bid date: 12/04/2014 Anticipated re-bid date: 12/04/2015

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 NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

**The vendor is in the process of creating their State of Nevada license and will be licensed before work begins.**

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.

**Vendor is in the process of filing for their license.**

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.

**Legal entity is still in the process of getting their license.**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	12/29/2014 09:51:47 AM
Division Approval	agarland	12/29/2014 09:51:50 AM
Department Approval	agarland	12/29/2014 09:51:53 AM
Contract Manager Approval	mnobles	01/05/2015 10:07:29 AM
Budget Analyst Approval	ekin4	01/07/2015 05:45:59 AM

REGISTER (/REGISTER)

LOG IN (/HOME/LOGIN)

HOME (/HOME)

DASHBOARD (/DASHBOARD)

DOCUMENTS (/DOCUMENT)

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PART (PART)

## DIETITIANS ON DEMAND, LLC

New Search

Manage this Business (/businessSearch/manageT7Business?businessEntityNumber=E0642662014-4)

Calculate Fees

Print ()

Business Entity Information			
Status:	Active	File Date:	12/22/2014
Type:	Foreign Limited-Liability Company	Entity Number:	E0642662014-4
Qualifying State:	VA	List of Officers Due:	01/31/2015
Managed By:		Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20141782069	Business License Exp:	

Registered Agent Information			
Name:	REGISTERED AGENT SOLUTIONS, INC.	Address 1:	4625 WEST NEVSO DR SUITE 2
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89103
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	CALIFORNIA	Status:	Active
View all business entities under this registered agent ()			

Officers	<input type="checkbox"/> Include Inactive Officers
No officers found for this company	

Actions/Amendments
Click here to view 1 actions/amendments associated with this company ()

Disclaimer ()

### 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: 15893

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>QUEENSTONE GROUP LLC, THE</b>
Agency Code: <b>406</b>	Contractor Name: <b>QUEENSTONE GROUP LLC, THE</b>
Appropriation Unit: <b>3215-24</b>	Address: <b>1563 SOLANO AVE STE 507</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>BERKELEY, CA 94707</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>JOSH WYND 415/298-4036</b>
	Vendor No.: <b>T29019878</b>
	NV Business ID: <b>NV20141747068</b>
To what State Fiscal Year(s) will the contract be charged? <b>2015</b>	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % HIV/AIDS Rebates</b>

Agency Reference #: C 14416

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2015**

Contract term: **81 days**

4. Type of contract: **Contract**

Contract description: **Data Enhancement**

5. Purpose of contract:

**This is a new contract that continues ongoing subject matter expertise, technical support and related services in support of the AIDS Regional Information and Evaluation System (ARIES) to include functional/user support including essential system reporting and requirements, help desk for system troubleshooting, and working with information technology staff to provide technical support and installation of scheduled ARIES releases during the 2014 calendar year.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,100.00**

Payment for services will be made at the rate of \$185.00 per hour

Other basis for payment: up to 260 total hours with installments payable monthly.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The AIDS Regional Information and Evaluation System (ARIES) is a data collection program that allows statistical data relating to the Ryan White HIV/AIDS program to be reported in accordance with Health Resources and Services Administration (HRSA) grant requirements. Continual maintenance is required to ensure the stability and integrity of the collected data.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The designer and developer of the ARIES database continues to recognize the vendor as the sole provider for software and database maintenance.

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 #: 140506**

**Approval Date: 05/30/2014**

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? 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:

MHDS/DPBH; 2010-2014; 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:

Dan Olsen, HIV/AIDS Program Manager Ph: 775/684-4247

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	12/09/2014 09:51:10 AM
Division Approval	alaw1	12/09/2014 09:51:13 AM
Department Approval	ecreceli	12/09/2014 12:51:43 PM
Contract Manager Approval	rmorse	12/09/2014 13:06:19 PM
DoIT Approval	bbohm	12/09/2014 14:17:28 PM
Budget Analyst Approval	bberry	01/08/2015 08:40:40 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16226**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>BOARD OF REGENTS-UNR</b>
Agency Code: <b>406</b>	Contractor Name: <b>BOARD OF REGENTS-UNR</b>
Appropriation Unit: <b>3222-16</b>	Address: <b>UNR CONTROLLERS OFFICE MAIL STOP 0124</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89557-0124</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Thomas A. Landis 775/784-1233</b>
	Vendor No.: <b>D35000816</b>
	NV Business ID: <b>Government Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2015-2017</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14768**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/01/2014**

Retroactive? **Yes**

If "Yes", please explain

**The purpose of this contract is to continue our support of the Craniofacial Clinic at the University of Nevada School of Speech Pathology and Audiology. Our previous funding to the Clinic was through a sub-grant which expired 8/31/2014. The new agreement needs to be retroactive so that there will not be a gap in the funding for the monthly clinics. Our agreement funds 45% of the clerical support necessary to schedule and coordinate the monthly clinics.**

3. Termination Date: **08/31/2016**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Craniofacial Clinic**

5. Purpose of contract:

**This is a new inter-local agreement that provides a craniofacial clinic on-campus at the University of Nevada - Reno to service infants, children, adolescents and children with special health care needs between the ages of 0 - 21 that would not otherwise have access to these services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,059.00**

Payment for services will be made at the rate of \$21,529.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The University of Nevada provides the facilitation and DPBH provides partial funding to allow for the best treatment of children with craniofacial abnormalities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not possess a facility or professional personnel to staff such a state resource.

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?

Not applicable.

Indirect rate of 10%

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:

Kristine Hughes, MA II Ph: 775-684-4203

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	11/24/2014 12:53:24 PM
Division Approval	alaw1	11/24/2014 12:53:28 PM
Department Approval	ecreceli	12/01/2014 09:46:56 AM
Contract Manager Approval	rmorse	12/01/2014 13:28:19 PM
Budget Analyst Approval	bberry	01/05/2015 13:42:09 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: **16236**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>ALZHEIMERS ASSOCIATION OF NO</b>
Agency Code: <b>406</b>	Contractor Name: <b>ALZHEIMERS ASSOCIATION OF NO</b>
Appropriation Unit: <b>3219-00</b>	Address: <b>CA &amp; NO NV</b>
Is budget authority available?: <b>Yes</b>	<b>PO BOX 6362</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89513</b>
	Contact/Phone: <b>775/786-8061</b>
	Vendor No.: <b>T81060164A</b>
	NV Business ID: <b>NV19911020830</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % This is an un-budgeted revenue agreement.</b>

Agency Reference #: **C 14755**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/07/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2015**

Contract term: **358 days**

4. Type of contract: **Revenue Contract**

Contract description: **BRFSS Survey**

5. Purpose of contract:

**This is a new revenue contract that is ongoing and provides survey services by incorporating questions about cognitive impairment in the Nevada 2015 Behavioral Risk Factor Surveillance System used to survey Nevada residents.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$15,000.00 per year

Other basis for payment: To be paid in full by December 31, 2015.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Alzheimer's Association requires that a survey be done to address the issue of cognitive impairment. The State Biostatistician has the ability to perform the survey.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The work is being done by the state.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

[Redacted]

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:

DPBH has performed this survey for the Alzheimer's Association since calendar year 2012.

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:

Brad Towle, Health Program Specialist Ph: 775-684-4243

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	12/03/2014 13:23:35 PM
Division Approval	alaw1	12/03/2014 13:23:37 PM
Department Approval	ecreceli	12/05/2014 15:34:23 PM
Contract Manager Approval	rmorse	01/06/2015 14:41:46 PM
Budget Analyst Approval	bberry	01/07/2015 12:05:11 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: **16239**

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**

Agency Code: **406**

Appropriation Unit: **3162-07**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **SIERRA VIII INC DBA Diversified Painting**  
Contractor Name: **SIERRA VIII INC DBA Diversified Painting**

Address: **DIVERSIFIED PAINTING  
881 E. Glendale Ave  
SPARKS, NV 89431**

Contact/Phone: **775-358-8818**  
Vendor No.: **T27036023**  
NV Business ID: **NV20001440802**

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.

<input checked="" type="checkbox"/>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14779**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/06/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2016**

Contract term: **1 year and 175 days**

4. Type of contract: **Contract**

Contract description: **Painting**

5. Purpose of contract:

**This is a new contract to provide painting services, which includes multiple surface preparation, painting and sealing, to specified buildings on the grounds of the Northern Nevada Adult Mental Health Services facility located in Reno, NV.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$38,250.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The facility in Reno requires routine maintenance to maximize the lifespan of the buildings which reduces cost to the state.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not possess the skills, knowledge or equipment to provide these services.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Diversified Painting  
Fasani Painting  
Accurate Painting**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Diversified Painting was the only vendor that submitted a proposal to accept the work.

d. Last bid date: 10/06/2014 Anticipated re-bid date: 05/15/2016

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 vendor was contracted with NNAMHS starting in February 2004 and the services were satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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:

Shelley Houghtaling, Program Officer I Ph: 775-688-2031

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	12/02/2014 12:01:07 PM
Division Approval	alaw1	12/02/2014 12:01:09 PM
Department Approval	ecrecli	12/04/2014 16:33:32 PM
Contract Manager Approval	rmorse	12/05/2014 13:15:47 PM
Budget Analyst Approval	bberry	01/06/2015 11:46:38 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: **16240**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>HANSEN HUNTER &amp; COMPANY PC</b>
Agency Code: <b>406</b>	Contractor Name: <b>HANSEN HUNTER &amp; COMPANY PC</b>
Appropriation Unit: <b>3162-08</b>	Address: <b>8930 SW GEMINI DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>BEAVERTON, OR 97008-7123</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>503/244-2134</b>
	Vendor No.: <b>T29009225</b>
	NV Business ID: <b>NV20101244381</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2015</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14777**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/06/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **174 days**

4. Type of contract: **Contract**

Contract description: **Medicare Cost Prep**

5. Purpose of contract:

**This is a new contract that continues ongoing certified public accountant services to prepare and submit required Medicare Cost Reports to Mutual of Omaha on behalf of the Northern Nevada Adult Mental Health Services per the requirements of the Division of Health Care Financing and Policy for participation in Medicare and Medicaid reimbursement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,750.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Requirements of Health Care Financing and Policy (DHCFFP) for participation in Medicare and Medicaid reimbursement.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Existing staff lacks familiarity with changing federal regulations and cost report preparation. Professional expertise is required to maximize cost report settlement.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This vendor was not chosen in preference to others. In accordance with NAC 333.150, a contract which by its nature is not adapted to be awarded by competitive selection, including, without limitation, a contract for an accountant. This vendor has been performing these services to the state with satisfactory performance since 2006.

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:

2006 to present--NNAMHS/SNAMHS/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:

Shelley Houghtaling, Program Officer I Ph: 775-688-2031

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	12/03/2014 13:28:09 PM
Division Approval	alaw1	12/03/2014 13:28:12 PM
Department Approval	ecrecli	12/05/2014 17:06:38 PM
Contract Manager Approval	rmorse	12/08/2014 10:46:23 AM
Budget Analyst Approval	bberry	01/06/2015 13:11:00 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: **16244**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>BOARD OF REGENTS-NSHE OBO UNR</b>
Agency Code: <b>406</b>	Contractor Name: <b>BOARD OF REGENTS-NSHE OBO UNR</b>
Appropriation Unit: <b>3648-08</b>	Address: <b>CONTROLLERS MAIL STOP 124</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89557</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-784-6001</b>
	Vendor No.: <b>D35000849</b>
	NV Business ID: <b>Government Entity</b>

To what State Fiscal Year(s) will the contract be charged? **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	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14651**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/01/2014**

Retroactive? **Yes**

If "Yes", please explain

**This contract needs a retroactive start date to prevent interruptions of Telemedicine/Tele-psychiatry services and coordination of care. However, due to poor communication, new staff appointments and negotiations between parties, the University did not receive the new contract in a timely manner to be presented to their governing board.**

3. Termination Date: **06/30/2015**

Contract term: **333 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Psychiatric Services**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing implementation of a statewide network of telemedicine/tele-psychiatry services to increase access to care in the rural areas on behalf of individuals with mental and co-occurring substance abuse disorders.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,900.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Program requires that emergent psychiatric services be provided for seriously mentally ill and seriously emotionally disturbed consumers.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have the resources to carry out this task.**

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?

Governmental entity.  
Professional Services; indirect rate is 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?

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	alaw1	12/02/2014 11:10:58 AM
Division Approval	alaw1	12/02/2014 11:11:00 AM
Department Approval	ecreceli	12/04/2014 16:26:24 PM
Contract Manager Approval	rmorse	01/05/2015 15:31:51 PM
Budget Analyst Approval	bberry	01/05/2015 15:46:31 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: **16262**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>SRA INTERNATIONAL INC</b>
Agency Code: <b>406</b>	Contractor Name: <b>SRA INTERNATIONAL INC</b>
Appropriation Unit: <b>3219-16</b>	Address: <b>4300 FAIR LAKES CT</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>FAIRFAX, VA 22033-4232</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>703/633-2593</b>
	Vendor No.: <b>T29013491</b>
	NV Business ID: <b>NV20051645519</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14769**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/31/2015**

Contract term: **203 days**

4. Type of contract: **Contract**

Contract description: **NBS System Upgrade**

5. Purpose of contract:

**This is a new contract to provide an upgrade to Nevada's communicable disease National Electronic Disease Surveillance System from the current 32 bit version 4.3 system to the 64 bit 4.4.1 version to implement electronic laboratory reporting capabilities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This work must be performed to provide support for the CDC data system to track Nevada's communicable diseases.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State personnel do not possess training or knowledge pertaining to the Rhapsody or NBS System.**

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):

**Orion Health  
Inductive Health Informatics  
SRA International, Inc.**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was recommended by the Centers for Disease Control and possess the greatest knowledge of the product.

d. Last bid date: Anticipated re-bid date: 09/22/2014

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?

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:

Judy Dumonte, Program Coordinator Ph: 775-684-5918

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	12/10/2014 11:10:02 AM
Division Approval	alaw1	12/10/2014 11:10:05 AM
Department Approval	ecrecli	12/17/2014 13:46:56 PM
Contract Manager Approval	rmorse	12/18/2014 11:13:34 AM
DoIT Approval	bbohm	12/18/2014 16:15:30 PM
Budget Analyst Approval	bberry	01/08/2015 13:29:49 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: **16296**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>TCI Event Rentals, Inc</b>
Agency Code: <b>406</b>	Contractor Name: <b>TCI Event Rentals, Inc</b>
Appropriation Unit: <b>3161-15</b>	Address: <b>139 E Warm Springs Rd Suite 102</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89119</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Fred Slark 702-604-8111</b>
	Vendor No.: <b>Pending</b>
	NV Business ID: <b>NV20121412789</b>
To what State Fiscal Year(s) will the contract be charged? <b>2015</b>	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **406**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/06/2015**

Retroactive? **Yes**

If "Yes", please explain

**This contract was started January 6, 2015 due to an urgent need to repair a section of sewer line in our main kitchen at Southern Nevada Adult Mental Health Services. The nature of the repair has required us to set up a temporary mobile kitchen to continue to provide patients at the Rawson Neal Psychiatric Hospital hot meal service without disruption beginning January 6, 2015.**

3. Termination Date: **01/30/2015**

Contract term: **24 days**

4. Type of contract: **Contract**

Contract description: **Mobile Kitchen**

5. Purpose of contract:

**This is a new contract to provide a portable, temporary, mobile kitchen to the Rawson Neal Psychiatric Hospital to allow continuing hot meal service to patients while the hospital's existing kitchen is undergoing sewer repairs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,200.00**

Payment for services will be made at the rate of \$1,100.00 per day

Other basis for payment: \$1,100 per day up to seven days, plus \$5.00 per gallon for propane up to a maximum 700 gallons

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Quality meal services are a requirement for inpatient hospital patients.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No State agencies maintain the required equipment to provide this service.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

TCI Event Rentals, Inc.  
Portable Kitchen Rentals  
Las Marias Mobile Kitchens

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor was chosen above the others because of the quality of their equipment and service. Theirs was the lowest qualified bid.

d. Last bid date: 11/01/2014 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:

Edwin Medrano, Facilities Supervisor Ph: 702-486-6069

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	01/07/2015 15:44:48 PM
Division Approval	alaw1	01/07/2015 15:44:51 PM
Department Approval	ecreceli	01/08/2015 09:41:39 AM
Contract Manager Approval	rfine	01/12/2015 07:01:50 AM
Budget Analyst Approval	bberry	01/14/2015 12:23:23 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: **16269**

Agency Name: **DEPARTMENT OF CORRECTIONS**  
 Agency Code: **440**  
 Appropriation Unit: **3711-23**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **WestCare Nevada, Inc.**  
 Contractor Name: **WestCare Nevada, Inc.**  
 Address: **1711 Whitney Mesa Drive**  
 City/State/Zip: **Henderson, NV 89014-2080**  
 Contact/Phone: **Richard Jimenez, Sr Vice Pres 702/385-2090**  
 Vendor No.: **T80928668**  
 NV Business ID: **NV19811004704**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/12/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2015**Contract term: **260 days**4. Type of contract: **Contract**Contract description: **Counseling**

5. Purpose of contract:

**This is a new contract to provide mental health and substance abuse evaluations, and counseling services for incarcerated offenders located at Florence McClure Women's Correctional Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Many female offenders releasing from Nevada Department of Corrections (NDOC) custody face mental health and substance abuse issues that go unaddressed or unresolved. These issues present a significant challenge to released offenders and therefore are a significant barrier that impedes an ex-offenders successful integration back into society.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**To the extent possible, the required mental health/substance abuse evaluation and counseling services are provided to offenders by NDOC medical and counseling staff. The grant funds provided through this contract will provide offenders with a higher level of assistance with an end goal of a higher level of success upon release from prison. No other State agency performs this service.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

WestCare Nevada, Inc.  
Choices Group, Inc.  
Providence Community Services - Pacific Division  
ABC Therapy

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #201501, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/09/2014 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Department of corrections 11/08/11 to 06/30/13. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	dbec2	12/15/2014 11:36:07 AM
Division Approval	dmartine	12/16/2014 15:50:07 PM
Department Approval	bfarris	12/16/2014 15:55:20 PM
Contract Manager Approval	jhardy	01/05/2015 13:26:27 PM
Budget Analyst Approval	cmurph3	01/12/2015 14:20:10 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: **16281**

Agency Name: **DEPARTMENT OF WILDLIFE**  
Agency Code: **702**  
Appropriation Unit: **4464-14**  
Is budget authority available? **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **MATSONS LABORATORY LLC**  
Contractor Name: **MATSONS LABORATORY LLC**  
Address: **PO BOX 308**  
City/State/Zip: **MILLTOWN, MT 59851**  
Contact/Phone: **406/258-6286**  
Vendor No.: **T81200065**  
NV Business ID: **N/A**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **15-19**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **12/24/2014**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **04/01/2018**

Contract term: **3 years and 98 days**

4. Type of contract: **Contract**

Contract description: **Tooth Aging**

5. Purpose of contract:

**This is a new contract to provide tooth aging of big game animals in Nevada to determine age at harvest. Age data from hunter-harvested animals is essential to determine age structure of wildlife populations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Nevada Dept. of Wildlife (NDOW) must obtain an increased understanding of age structure in the state's wildlife population in order to most effectively manage the state's big game resources. Age data from hunter harvested animals is essential to determine age structure of wild populations. Cementum annuli analysis of teeth is the most accurate and widely accepted method for age determination in ungulates.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State agencies lack the knowledge, equipment, and expertise to perform these services.**

9. Were quotes or proposals solicited? **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?

**Lowest responsible bidder.**

d. Last bid date: 10/06/2014 Anticipated re-bid date: 01/10/2018

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 NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

Under NRS Chapter 86 (which includes registration and annual filing by LLCs), Matson's, a Montana LLC, is not transacting business in Nevada. Receiving orders outside Nevada in response to advertising, accepting those orders outside Nevada and filling them by shipping goods into Nevada does not constitute transacting business here (see NRS 86.5483(1)(f)). NDOW mails Matson's animal teeth for aging and Matson's mails back reports. Matson's does not advertise in Nevada and has no operations here.

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.

Matson's, a Montana LLC, is not transacting business in Nevada. Receiving orders outside Nevada in response to advertising, accepting those orders outside Nevada and filling them by shipping goods into Nevada does not constitute transacting business here (see NRS 86.5483(1)(f)).

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.

Under NRS Chapter 86 (which includes registration and annual filing by LLCs), Matson's, a Montana LLC, is not transacting business in Nevada. Receiving orders outside Nevada in response to advertising, accepting those orders outside Nevada and filling them by shipping goods into Nevada does not constitute transacting business here (see NRS 86.5483(1)(f)). NDOW mails Matson's animal teeth for aging and Matson's mails back reports. Matson's does not advertise in Nevada and has no operations here.

18. Agency Field Contract Monitor:

Mike Podborny, Biologist Ph: 775-237-5276

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	12/18/2014 12:07:17 PM
Division Approval	kdailey	12/18/2014 12:07:20 PM
Department Approval	eobrien	12/18/2014 12:21:24 PM
Contract Manager Approval	kdailey	12/18/2014 14:00:32 PM
Budget Analyst Approval	sbarkdul	12/24/2014 06:53:53 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: **16295**

Agency Name: <b>DEPARTMENT OF WILDLIFE</b>	Legal Entity Name: <b>Western Enviromental Testing Laboratory</b>
Agency Code: <b>702</b>	Contractor Name: <b>Western Enviromental Testing Laboratory</b>
Appropriation Unit: <b>4467-12</b>	Address: <b>475 E. Greg Street Suite #119</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Sparks , NV 89431</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Kurt Clarkson 775-355-0202</b>
	Vendor No.:
	NV Business ID: <b>NV20021051359</b>

To what State Fiscal Year(s) will the contract be charged? **2015-2017**  
 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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 15-23

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/07/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **10/15/2016**

Contract term: **1 year and 281 days**

4. Type of contract: **Contract**

Contract description: **MVWMA Water**

5. Purpose of contract:

**This is a new contract to provide analysis services for the Mason Valley Wildlife Management Area in order to file a permit necessary to allow the discharge of water through that area, the permit requires testing at the site for pollutants.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$2,445.00 per site sample

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**In order to get a permit through the Nevada Division of Environmental Protection Services this laboratory water testing for pollutants needs to be done.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State personnel do not have these testing expertise or equipment.**

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest Responsible Bidder.

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)?

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:

Dave Zuch , WMA Ph: 775-463-2741

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	12/23/2014 13:56:37 PM
Division Approval	kdailey	12/23/2014 13:56:58 PM
Department Approval	eobrien	12/23/2014 13:57:21 PM
Contract Manager Approval	kdailey	12/23/2014 14:00:17 PM
Budget Analyst Approval	sbarkdul	01/07/2015 06:37:50 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: **16298**

Agency Name: <b>DCNR - FORESTRY DIVISION</b>	Legal Entity Name: <b>GARRATT CALLAHAN CO</b>
Agency Code: <b>706</b>	Contractor Name: <b>GARRATT CALLAHAN CO</b>
Appropriation Unit: <b>4195-07</b>	Address: <b>50 INGOLD RD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>BURLINGAME, CA 94010</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>650/697-5811</b>
	Vendor No.: <b>T81091351</b>
	NV Business ID: <b>NV20121688270</b>

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.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NDF15-004**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2018**

Contract term: **3 years and 358 days**

4. Type of contract: **Contract**

Contract description: **Chemical Water Treat**

5. Purpose of contract:

**This is a new contract to provide ongoing chemical water treatment services for the Elko Interagency Dispatch Center intended to maximize the service life and maintain the heat transfer efficiency of the mechanical equipment and system covered in the contract scope of work. The vendor will supply all necessary materials, chemicals, equipment and labor required to establish and maintain appropriate chemical treatment at the Elko Interagency Dispatch Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,400.00**

Payment for services will be made at the rate of \$300.00 per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Chemical water treatment is vital to the successful operation of the HVAC system. Failure to maintain the system in peak operational condition could result in system failure and interruption of critical emergency response services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Chemical treatment is a specialized trade that requires an experience contractor to perform the necessary maintenance.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Garratt Callahan  
Power Mechanical Group  
San Joaquin Chemicals

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as the best value to the Division of Forestry.

d. Last bid date: 12/10/2014 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:

Garratt Callahan Co. is currently under contract with the Enterprise Information Technology Services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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:

Mike Klug, Northern Regional Forester Ph: 775-684-2522

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkidd	12/31/2014 14:51:21 PM
Division Approval	dprather	01/06/2015 06:58:55 AM
Department Approval	dprather	01/06/2015 06:58:58 AM
Contract Manager Approval	ldunn	01/06/2015 08:55:36 AM
Budget Analyst Approval	jrodrig9	01/08/2015 17:08:59 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16228**

Agency Name: <b>B&amp;I - MANUFACTURED HOUSING DIV</b>	Legal Entity Name: Sun Valley Imaging, LLC
Agency Code: <b>754</b>	Contractor Name: <b>Sun Valley Imaging, LLC</b>
Appropriation Unit: <b>3814-04</b>	Address: <b>4865 Copper Sage St</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89115</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: 702-651-1679
	Vendor No.: T29024559
	NV Business ID: NV20001054605

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 %	<b>X</b>	Fees	<b>100.00 % Title Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/01/2014**

Retroactive? **Yes**

If "Yes", please explain

**Staff reduction and change caused contract expiration to be missed - work performed after expiration of previous contract.**

3. Termination Date: **06/30/2016**

Contract term: **1 year and 273 days**

4. Type of contract: **Contract**

Contract description: **Document Imaging**

5. Purpose of contract:

**This is a new contract that continues ongoing document scanning, imaging and indexing for titling documents at the Manufactured Housing Division. Indexing of imaged documents is required to interface with the search function on the Manufactured Housing website.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,000.00**

Payment for services will be made at the rate of \$0.07 per Document

Other basis for payment: \$11.50 per 10 units for archival processing plus \$0.02 per image for microfilm backup

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Division has a 40 year retention for titling documents and there is no space to store paper documentation. Indexing of imaged documents is required to interface with the title search function on the website.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Division does not have the staff to dedicate to scanning of documents.**

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):

**Sun Valley Imaging, LLC**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor can provide the service requested at the least cost to the Division. Previous contract relationship with Vendor was acceptable.

d. Last bid date: 09/10/2014 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY 2011-2013, Manufactured Housing Division. Quality of service 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:

O'Connor, Diane, Program Officer III Ph: 775-684-2948

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aallen	12/01/2014 15:59:44 PM
Division Approval	aallen	12/01/2014 15:59:49 PM
Department Approval	sanders7	12/01/2014 16:02:23 PM
Contract Manager Approval	doconno	12/17/2014 11:41:56 AM
Budget Analyst Approval	sjohnso9	12/30/2014 13:42:11 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: **16207**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>BOARD OF REGENTS-UNR</b>
Agency Code: <b>901</b>	Contractor Name: <b>BOARD OF REGENTS-UNR</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>UNR Controllers Office</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89557-0124</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775.784.1233</b>
	Vendor No.: <b>D35000816</b>
	NV Business ID: <b>Government Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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	<b>21.30 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **#1948-17-BVR**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/26/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **2 years and 155 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **UNR Business College**

5. Purpose of contract:

**This is a new interlocal contract to provide a classroom based program consisting of 3 classes for Vocational Rehabilitation clients to develop skills in the areas of resume writing, job search, application preparation and completion, interviewing and networking. All classes will take place on Fridays. A minimum of 2 class/program sessions will be conducted under this contract; more sessions will be added as funding permits.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: Vendor will be paid a maximum of \$300.00 per client. A minimum of 5 and maximum of 20 clients will be allowed per session.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Vocational Rehabilitation clients typically lack the necessary job seeking skills to bridge their disability to the work force. UNR, as a partner in the community, is working with us to help bridge this gap for our clients.

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 to tailor the class to the specific needs of persons with disabilities.

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?

[Redacted]

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:

UNR and the Vocational Rehabilitation Division have been teaming up to provide services to our clients since 2003; UNR's 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

[Redacted]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

Ken Pierson, Chief - Disability Empl. Policy Ph: 775.823.8110

Melissa Costa, Management Analyst Ph: 775.684.4075

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	12/16/2014 12:44:57 PM
Division Approval	shendren	12/18/2014 09:01:37 AM
Department Approval	mcost1	01/06/2015 16:57:53 PM
Contract Manager Approval	mcost1	01/06/2015 16:57:56 PM
Budget Analyst Approval	tgreenam	01/26/2015 09:08:04 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: **16208**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: University of Utah/John Moran Eye Center
Agency Code: <b>901</b>	Contractor Name: <b>University of Utah/John Moran Eye Center</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>Dept. of Ophthalmology</b>
Is budget authority available?: <b>Yes</b>	<b>65 Mario Capecchi Drive</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>Salt Lake City, UT 84132</b>
	Contact/Phone: <b>801.581.2352</b>
	Vendor No.: <b>T80998892</b>
	NV Business ID: <b>Government Entity</b>

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.

<input checked="" type="checkbox"/> General Funds	<b>21.30 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **#1945-19-REHAB**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/09/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/31/2018**

Contract term: **3 years and 203 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Vision Health Serv**

5. Purpose of contract:

**This is new contract to provide ongoing vision care and eye health services to participating eligible Bureau of Vocational Rehabilitation clients with the intent of the client obtaining competitive employment or re-entering the work force.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: Vendor will invoice the State with their established fee schedule, less the discounts outlined: (a) Adult Provider Services - 35% discount; (b) Pediatric Provider Services - 25% discount and (c) Facility Services - 35% discount.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Rehabilitation Act of 1973 as amended (section 7(30) and 29 U.S.C. 705 (30)), 34 CFR Part 361, The Americans With Disabilities Act as amended, The Workforce Investment Act of 1998 as amended (Section 188), 29 CFR Part 37, Title VI and VII of the Civil Rights Act of 1964 as amended.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No state agencies or employees have the equipment or the experience 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?

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:

Melissa Costa, Management Analyst Ph: 775.684.4075

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	12/16/2014 12:46:18 PM
Division Approval	shendren	12/18/2014 09:01:58 AM
Department Approval	mcost1	12/24/2014 11:23:22 AM
Contract Manager Approval	mcost1	12/24/2014 12:05:42 PM
Budget Analyst Approval	tgreenam	01/09/2015 12:00:06 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16307**

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: **Jeffrey Monaghan, PharmD**  
Contractor Name: **Jeffrey Monaghan, PharmD**  
Address: **2665 Ravazza Road**  
City/State/Zip: **Reno, NV 89521**  
Contact/Phone: **Jeff Mondaghan 775-722-9227**  
Vendor No.:  
NV Business ID: **NV20151005289**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % 67% state subsidy/ 33% premium revenue</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/07/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2015**

Contract term: **358 days**

4. Type of contract: **Contract**

Contract description: **Medical Director**

5. Purpose of contract:

**This is a new contract for the new service of a pharmacist to serve as the Medical Director of the Public Employees' Benefits Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$85.00 per hour

Other basis for payment: \$85 per hour/ 11 hours per week

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**A Medical Director would provide PEBP with the clinical expertise to better administer the health benefits to participants. A clinical pharmacist will assist PEBP in the negotiations with pharmacy vendors, management of claims involving complex specialty medications and provide PEBP with an independent opinion.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**PEBP does not have a clinical pharmacist on staff.**

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?

Dr. Monaghan has extensive experience with the PEBP plans having served as the clinical pharmacist employed by PEBP's current pharmacy benefit manager. Dr. Monaghan has retired from Catamaran Rx and is able to serve PEBP on a part time basis as an independent contractor. PEBP believes that there are no other clinical pharmacists with the extensive knowledge of its plan and participants who would be able to act as Medical Director on a part time basis.

d. Last bid date: 12/24/2014 Anticipated re-bid date: 11/30/2015

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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstron1	01/07/2015 09:20:28 AM
Division Approval	mstron1	01/07/2015 09:20:30 AM
Department Approval	mstron1	01/07/2015 09:20:32 AM
Contract Manager Approval	mstron1	01/07/2015 09:20:34 AM
Budget Analyst Approval	jstrandb	01/07/2015 12:16:28 PM

Brian Sandoval  
Governor



Julia Teska  
State Budget Director

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

Date: January 14, 2015  
To: Julia Teska, Clerk of the Board  
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

Agenda Item Write-up:

NRS 321.5954, 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 December 31, 2014.

Additional Information:

- **1989 Tahoe Basin Act**
  - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
  - The agency reports that there were no acquisitions of land or interest during the quarter. However, one land coverage transaction did occur during the period. The transaction resulted in \$5,698 in proceeds for the Nevada Land Bank.

Statutory Authority: NRS 321.5954

REVIEWED: _____
INFO ITEM: _____

**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)

LEO DROZDOFF  
Director

Department of Conservation  
and Natural Resources

CHARLES DONOHUE  
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

RECEIVED

JAN 09 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

January 2, 2015

**MEMORANDUM**

TO: Julia Teska, Clerk  
Nevada State Board of Examiners

FROM: Charles Donohue, <sup>CD</sup> Administrator  
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND LAKE TAHOE MITIGATION PROGRAM – 2nd QUARTER SFY 2015**

**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 December 31, 2014.

- There were no transfers of lands or interests in lands during this quarter.

**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 December 31, 2014.

- There were no acquisitions of lands or interests in lands during this quarter. However, one land coverage transaction occurred during this period. On December 29, 2014 a transaction was finalized involving the sale of 259 square feet of restoration credit in the Incline Village area of Lake Tahoe. This transaction resulted in \$5,698.00 in proceeds for the Nevada Land Bank. All proceeds from this transaction were deposited in the respective budget account to carry out the intent of the Nevada Land Bank program.

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

Brian Sandoval  
Governor



Julia Teska  
State Budget Director

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

Date: January 27, 2015  
To: Julia Teska, Clerk of the Board  
Department of Administration  
From: Carla Watson, Budget Analyst  
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 MOTOR VEHICLES – COMPLETE STREETS PROGRAM**

Agenda Item Write-up:

Pursuant to NRS 482.480, Subsection 11, the Department of Motor Vehicles shall certify monthly to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents during the preceding month, and that the money has been distributed as provided in statute. The department began accepting contributions on December 15, 2014. This report is for the period beginning December 15, 2014 and ending December 31, 2014.

Additional Information:

The department shall deduct and withhold one percent of the contributions collected pursuant to statute to reimburse the department of its expenditures in collecting and distributing the contributions.

Statutory Authority: NRS 482.480, Subsection 11

REVIEWED: <u>                    </u>
INFO ITEM: <u>                    </u>

**Brian Sandoval**  
Governor



**Troy L. Dillard**  
Director

555 Wright Way  
Carson City, Nevada 89711-0900  
Telephone (775) 684-4368  
www.dmvnv.com

January 23, 2015

Board of Examiners

Re: Complete Streets

Attached, please find the monthly report for the voluntary Complete Streets contributions collected pursuant to subsection 11 of NRS 482.480 for each participating county by the Department for the period beginning December 15, 2014 and ending December 31, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Troy L. Dillard", is written over a horizontal line. The signature is stylized and cursive.

Troy L. Dillard

Director  
Department of Motor Vehicles  
Tdillard@dmv.nv.gov

775-684-4490

**Department of Motor Vehicles  
Complete Streets: Monthly Report FY15  
Report Date: 01/23/15  
Reporting Period: December, 2014**

County	Contributions												Year to Date	
	July	August	September	October	November	December	January	February	March	April	May	June		
Carson City						\$122.00								\$122.00
Clark						\$2,112.00								\$2,112.00
Washoe						\$772.00								\$772.00
<b>Total</b>						<b>\$3,006.00</b>								<b>\$3,006.00</b>

DMV Commission (1%)	
Carson City	\$1.22
Clark	\$21.12
Washoe	\$7.72
<b>Total</b>	<b>\$30.06</b>

County Distribution: FY15					
County	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total Distribution
Carson City		\$120.78			\$120.78
Clark		\$2,090.88			\$2,090.88
Washoe		\$764.28			\$764.28
<b>Total</b>		<b>\$2,875.94</b>			<b>\$2,875.94</b>

- Notes:
- DMV began accepting contributions on 12/15/14.
  - Contributions are reported monthly. County distributions are made quarterly.



Assembly Bill No. 145--Assemblymen Carrillo  
and Ohrenschall

CHAPTER.....

AN ACT relating to transportation; authorizing certain officials in each county responsible for the maintenance and repair of certain roads to establish a Complete Streets program for retrofitting certain roads to improve access to those roads by all users; allowing a person who is registering or renewing the registration of a vehicle at a kiosk or via the Internet to make a voluntary contribution at that time to the Complete Streets program in his or her county; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Under existing law, in a county whose population is less than 100,000 (currently all counties other than Clark and Washoe Counties), the board of county highway commissioners is authorized to construct, repair and maintain public highways and roads within the county. (NRS 403.090) Existing law also provides that a county may, by ordinance, create a regional transportation commission if a streets and highways plan has been adopted by the county or regional planning commission. (NRS 277A.170) **Section 5** of this bill allows a regional transportation commission to adopt a policy for a Complete Streets program, which means a program for the retrofitting of streets or highways under the jurisdiction of the commission for the primary purpose of adding or significantly repairing facilities that provide street or highway access considering all users, including, without limitation, pedestrians, bicycle riders, persons with a disability, persons who use public transportation and motorists. **Section 4.8** of this bill allows the board of county commissioners, in a county whose population is 100,000 or more (currently Clark and Washoe Counties) and in which a regional transportation commission does not exist, to adopt a Complete Streets program. **Section 9** of this bill allows the board of county highway commissioners, in a county whose population is less than 100,000 and in which a regional transportation commission does not exist, to adopt a Complete Streets program.

**Sections 2 and 3** of this bill require the Department of Motor Vehicles to include on each application for vehicle registration or renewal of registration that is completed at a kiosk or via the Internet notice of a nonrefundable and voluntary \$2 contribution to be made to the Complete Streets program in the county where the vehicle is to be registered if the person registering the vehicle or renewing the registration indicates on that application that he or she wishes to opt in to making the contribution. **Section 1** of this bill requires the Department of Motor Vehicles to distribute monthly the money collected from the voluntary contributions to the transportation officials in the respective counties. **Section 1** also authorizes the Department to retain 1 percent of the money collected as reimbursement for the costs of collecting and distributing the money.

**Sections 4.8, 5 and 9** require that a board of county commissioners, regional transportation commission or a board of county highway commissioners which receives money from the Department of Motor Vehicles for a Complete Streets program use that money only for projects that are a part of such a program.

**Section 16.5** of this bill requires the Director of the Department of Motor Vehicles to determine when sufficient resources are available for the Department to



carry out the provisions of this bill, and to provide notice of that fact. Section 17 of this bill provides that this bill becomes effective: (1) upon passage and approval, for the purpose of adopting regulations and performing other preparatory administrative tasks; and (2) for all other purposes, upon the earlier of October 1, 2015, or the date on which the Director provides notice that sufficient resources are available for the Department to carry out the provisions of this bill.

EXPLANATION – Matter in *bolded italics* is new, matter between brackets ~~omitted material~~ is material to be omitted.

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THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** Chapter 482 of NRS is hereby amended by adding thereto a new section to read as follows:

*1. Except as otherwise provided in subsection 3, any voluntary contributions collected pursuant to subsection 11 of NRS 482.480 must be distributed to each county based on the county of registration of the vehicle for which the contribution was made, to be used as provided in section 4.8, 5 or 9 of this act, as applicable. The Department shall remit monthly the contributions directly:*

*(a) In a county in which a regional transportation commission exists, to the regional transportation commission.*

*(b) In a county whose population is 100,000 or more and in which a regional transportation commission does not exist, to the board of county commissioners.*

*(c) In a county whose population is less than 100,000 and in which a regional transportation commission does not exist, to the board of county highway commissioners created pursuant to NRS 403.010.*

*2. The Department shall certify monthly to the State Board of Examiners the amount of the voluntary contributions collected pursuant to subsection 11 of NRS 482.480 for each county by the Department and its agents during the preceding month, and that the money has been distributed as provided in this section.*

*3. The Department shall deduct and withhold 1 percent of the contributions collected pursuant to subsection 1 to reimburse the Department for its expenses in collecting and distributing the contributions.*

*4. As used in this section, "regional transportation commission" means a regional transportation commission created and organized in accordance with chapter 277A of NRS.*



Brian Sandoval  
Governor



Julia Teska  
State Budget Director

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

Date: January 26, 2014

To: Governor Brian Sandoval  
Attorney General Adam Laxalt  
Secretary of State Barbara Cegavske

From: Julia Teska, Director  
Department of Administration

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:

UPDATE ON THE FISCAL YEAR 2015 PROJECTED ENDING FUND BALANCE

Agenda Item Write-up:

Pursuant to subsection 1 of section 67 of Assembly Bill 507 of the 2013 legislative session: if projections of the ending balance of the State General Fund fall below the amount estimated by the 2013 legislature for fiscal year 2015, the Director of the Department of Administration shall report this information to the State Board of Examiners.

A report was presented to the Board of Examiners at the December 9, 2014 meeting. This item provides an update to the December 9, 2014 report based on the solutions being presented to the 2015 legislative session.

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

INFO ITEM: \_\_\_\_\_

# FY 2015 Fund Balance

Board of Examiners  
February 10, 2015  
Department of Administration – Budget Division

# 2013-2015 Biennium Issues

- Revenues
  - Gaming Revenues Below Forecast
    - FY 2014 - \$9 million
    - FY 2015 - \$41.5 million
  - Net Proceeds/Mining Taxes Below Forecast
    - FY 2014 -\$69 million
    - FY 2015 - \$72 million
- Expenditures
  - DSA Enrollment
    - FY 2014 – approx. \$19.3 million over approved (3,464 students)
    - FY 2014 Hold Harmless – approx. \$7.6 million (1,369 students)
    - FY 2015 – approx. \$53 million over approved (9,378 students)
    - FY 2015 Hold Harmless – approx. \$17.5 million (3,092 students)

# Projected 2015 Fund Balance

Fiscal Year 2015

	Leg Approved	Actual/Projected	Difference
<b>Unappropriated Balance - July 1, 2014</b>	<b>181,005,962</b>	<b>183,544,262</b>	<b>2,538,300</b>
<b>Unrestricted Revenue</b>			
TAC/Economic Forum (December, 2014)	3,292,255,768	3,205,289,294	(86,966,474)
<b>Restricted General Fund Revenue</b>			
Unclaimed Property - Millennium Scholarship	7,600,000	7,600,000	0
Quarterly Slot Tax - Problem Gambling	1,459,932	1,400,823	(59,109)
General Fund Reversions/Transfers to General Fund	40,000,000	40,000,000	0
<b>Total General Fund Resources</b>	<b>3,522,321,662</b>	<b>3,437,834,379</b>	<b>(84,487,283)</b>
<b>Appropriations/Transfers</b>			
Unrestricted Appropriations/Transfers	(3,318,446,242)	(3,318,446,242)	0
FY 2015 Operating Appropriations	0	6,309,803	6,309,803
Transfers Between FY 2014 and 2015	(401,456)	(401,456)	0
One-time Appropriations 2013 Legislature	(82,944,990)	(82,944,990)	
Supplemental Appropriations	(1,259,928)	(1,259,928)	(1,259,928)
One-shots (necessary for 2015 shortfalls)	(20,000,000)	(18,000,000)	2,000,000
Cost of 2015 Legislature	(3,338,847,698)	(3,414,742,813)	(75,895,115)
<b>Total Unrestricted GF Appropriations/Transfers</b>			
<b>Restricted Transfers</b>			
Millennium Scholarship	(7,600,000)	(7,600,000)	0
Problem Gambling	(1,459,932)	(1,400,823)	59,109
Disaster Relief	0	(1,500,000)	(1,500,000)
<b>Total Restricted Transfers</b>	<b>(9,059,932)</b>	<b>(10,500,823)</b>	<b>(1,440,891)</b>
<b>Total Unappropriated General Fund Balance June 30, 2015</b>	<b>174,414,032</b>	<b>12,590,743</b>	<b>(161,823,289)</b>
5% Minimum Ending Fund Balance	165,922,312	169,754,071	3,831,759
<b>Balance Over/(under) 5% Minimum</b>	<b>8,491,720</b>	<b>(157,163,328)</b>	<b>(165,655,048)</b>
Transfer balance from Rainy Day Fund		28,061,106	
<b>Revised Fund Balance</b>		<b>40,651,849</b>	
<b>Revised Shortfall</b>		<b>(129,102,222)</b>	

# Proposed Solutions

<b>Total Unappropriated General Fund Balance June 30, 2015</b>	<b>174,414,032</b>	<b>12,590,743 (161,823,289)</b>
5% Minimum Ending Fund Balance	165,922,312	3,831,759
<b>Balance Over/(under) 5% Minimum</b>	<b>8,491,720</b>	<b>(157,163,328) (165,655,048)</b>
<b>Transfer balance from Rainy Day Fund</b>	28,061,106	
<b>Revised Fund Balance</b>	<b>40,651,849</b>	
<b>Revised Shortfall</b>	<b>(129,102,222)</b>	
AEGIS Holidays (2)	20,000,000	
U/I savings (Jan - Jun)	700,000	
DPBH New Medicaid Billing January - June 2015	1,925,000	
DHHS Private UPL	1,284,150	
Taxation - unclaimed overpayments	3,600,516	
NSHE Salary Adjustment Funds	6,574,649	
Reserve Sweeps	79,814,643	
<b>Revised Fund Balance</b>	<b>154,550,807</b>	<b>4.53%</b>
<b>Revised Shortfall</b>	<b>(15,203,264)</b>	<b>(23,694,984)</b>

# Supplemental Appropriations & One-Shots for FY 2015

DSA	(77,704,344)
Commission on Post Secondary Education	(33,308)
DHHS Supplemental	(527,872)
Military	(303,867)
NDOC - Salaries	(1,171,710)
NDOC - Medical	(793,191)
NDOC - Revenues	(1,279,523)
Judicial	(555,001)
DPS - NHP Visiting Dignitary Protection	(20,000)
Attorney General Extradition Coordinator	(169,000)
Controller's Office	(35,000)
Lieutenant Governor	(25,887)
Forestry Supplemental	(326,287)
Forestry (one-shot)	(259,928)
Statutory Contingency Fund (one-shot)	(1,000,000)



# Proposed Reserve Transfers

<b>Department</b>	<b>Reserve Transfer</b>
Attorney General	23,022,700
Secretary of State	498,000
Economic Development (restored in the FY 2016 budget)	11,000,000
Disaster Relief Account	2,000,000
Commission on Tourism	1,662,010
Education	3,426,231
Charter School Authority (restored in the 2016 budget)	400,000
Health and Human Services	6,046,737
Corrections	253,000
Conservation and Natural Resources	2,700,000
Business and Industry	23,000,000
Motor Vehicles	1,910,241
IFC - State Longitudinal Data System	1,000,000
DHHS - Section 7 funds	2,895,724
	79,814,643